



AGENDA: REGULAR SESSION

WEDNESDAY, AUGUST 15, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, THE DALLES, OR 97058

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

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.	<p>CALL TO ORDER</p> <p>Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.</p> <p>Corrections or Additions to the Agenda</p> <p><u>Discussion Items</u> (<i>Items of general Commission discussion, not otherwise listed on the Agenda</i>)</p> <p><u>Retirement</u>; <u>Fort Dalles Museum Bylaws</u>; <u>Publication Contract</u>; <u>STIF/STF Appointments</u>; <u>MCEDD SWPRD Agreements</u>; <u>Finance Report</u></p> <p><u>Consent Agenda</u> (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>)</p> <p><u>Minutes: 8.1.2018 Regular Session</u>; <u>STIF Appointments</u></p>
9:30 a.m.	<u>Historic Landmarks Commission</u> – Angie Brewer
9:50 a.m.	<u>Vehicle Purchase/Grant Amendment/Sheriff's Report</u> – Lane Magill
10:05 a.m.	<u>MCCFL Construction Aid</u> – Tyler Stone/Mike Middleton
10:15 a.m.	<u>Building Codes Management</u> – Tyler Stone
10:35 a.m.	<u>NORCOR Discussion – Bylaws and Costs</u> – Tyler Stone
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 15, 2018

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

STAFF: Kathy White, Executive Assistant
Tyler Stone, Administrative Officer

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

Discussion List – Retirement

The Board presented Jean Maxwell with a certificate of appreciation and an engraved desk clock to commemorate her many years of service as the Volunteer Coordinator for the Veterans Service Office. Ms. Maxwell trailblazing work in establishing a model for volunteer staffing at VSO's across the state was extolled by all present.

Public Comment – Building Codes Funds

Wayne Lease stated that the loans made from the Building Codes fund to MCCOG have still not been reconciled. He provided some history for the process through which the funds were loaned, characterizing it as a "sweetheart deal." He asked the Board to look into it further.

Discussion List – Fort Dalles Museum Commission Bylaws Revisions

Commissioner Runyon noted that most of the revisions are housekeeping items to correct punctuation or improve wording. He noted that the only substantive change is that the meeting has been moved from the 1st Tuesday of each month at 7:00 p.m. to the 1st Tuesday of each month at 6:00 p.m.

{{{Commissioner Runyon moved to approve the amended Fort Dalles

Museum Commission Bylaws. Vice-Chair Hege seconded the motion which passed unanimously.}}

Discussion Item – Publication of Legal Notices

Ms. White explained that this is the same contract as in previous years with The Dalles Chronicle for the publication of legal notices. She stated that the price has increased by 25¢ and the submission lead time has been increased from two days to three days.

{{Vice-Chair Hege moved to approve the 2018/2019 contract with The Dalles Chronicle for the publication of legal notices for Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}

Discussion ensued regarding the changes at The Dalles Chronicle which include hard-copy publication only two-days a week and how that impacts legal notices. The Dalles Chronicle Editor RaeLynn Ricarte explained that those notices will be published on their website in a way that will not require a subscription to the paper to access; the same is true for obituaries and breaking news.

Discussion List – STIF/STF Appointments

Ms. White reminded the Board that at the last session bylaws for the newly established Wasco County Statewide Transportation Improvement Funds Advisory Committee were approved by the Board. During that session, Mid-Columbia Economic Development Assistant Director Jessica Metta has stated their intent to use the already established Special Transportation Fund Advisory Committee members to make up the STIF Advisory Committee with the addition of a representative of the public transportation industry.

Ms. White went on to say that since the existing members of the STF Advisory Committee have previously been approved by the Board, their appointments to the STIF Advisory Committee have been placed on the Consent Agenda. Dennis Ross is a new appointment to both the STF and STIF Advisory Committee. Charlotte Sallee is being appointed to the STIF Advisory Committee as the representative of the public transportation industry. Since these are both new appointments, they are part of the regular agenda.

{{Vice-Chair Hege moved to approve Order 18-035 appointing Charlotte Sallee to the Statewide Transportation Improvement Funds Advisory

Committee. Commissioner Runyon seconded the motion which passed unanimously.}}

{{(Commissioner Runyon moved to approve Order 18-036 appointing Dennis Ross to the Statewide Transportation Improvement Funds Advisory Committee. Vice-Chair Hege seconded the motion which passed unanimously.}}

{{(Vice-Chair Hege moved to approve Order 18-037 appointing Dennis Ross to the Special Transportation Funds Advisory Committee. Commissioner Runyon seconded the motion which passed unanimously.}}

Discussion List – MCEDD/SWPRD Agreements

Mr. Stone stated that in the budget process, Wasco County agreed to move \$5,000 to MCEDD to assist South Wasco Park and Recreation District with their grant applications and grant processes. He said that these agreements lay out the scope of work and establish the relationships between Wasco County, SWPRD and MCEDD. He said that the language regarding Wasco County being a signer to the Oregon Department of Forestry Grant was to have been removed from the IGA between MCEDD and Wasco County as the County is only a signer to the Oregon State Marine Board Grant.

{{(Vice-Chair Hege moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for grant administration and compliance with state labor standards for the South Wasco Park and Recreation District's Pine Hollow Board Ramps Projects. He further moved that the language regarding Wasco County being a signer to the Oregon Department of Forestry Grant be struck from the agreement. Chair Kramer seconded the motion which passed unanimously.}}

{{(Commissioner Runyon moved to approve the Memorandum of Understanding between Wasco County, South Wasco Park and Recreation District and Mid-Columbia Economic Development District for Oregon State Marine Board and Oregon Department of Fish and Wildlife boat ramp improvement grants. Vice-Chair Hege seconded the motion which passed unanimously.}}

Consent Agenda – 8.1.208 Minutes/STIF Appointments

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

Agenda Item – Historic Landmarks Commission

Planning Director Angie Brewer stated that in the process of updating the Comprehensive Plan, Long-Range Planner Dr. Kelly Howsley-Glover unearthed that the Historic Landmarks Commission has not met in over a decade. Ms. Howsley-Glover researched past members but there is a concern that they are no longer interested in serving or are no longer in the area. She said that staff proposes to make it a more solid process with appointments from each of the county's six municipalities and one member of the Board of Commissioners. She went on to say that they are looking for direction from the Board to move forward.

Commissioner Runyon asked if there is a term of office for the members last appointed to the Commission. Ms. Brewer replied that they have not been able to establish what term for the appointments has been in the past.

Vice-Chair Hege asked the purpose of the Commission. Ms. Howsley-Glover responded that there are steps that are to be taken when changes are made to historic landmarks. Part of that process is a review and recommendation by the Historic Landmarks Commission.

Ms. White said that looking at the last appointment orders for the Historic Landmarks Commission, it appears that the terms are for three years.

Vice-Chair Hege said that he thinks the staff proposal is reasonable. Chair Kramer and Commissioner Runyon agreed.

*****The Board was in consensus for the Planning Department to reestablish the Historic Landmarks Commission to be composed of appointees from each municipality in Wasco County and a County Commissioner.*****

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He explained that although he has included the reconciliations,

scheduling conflicts have delayed review by the County Administrative Officer and County Treasurer.

Vice-Chair Hege stated that he was not able to determine from where had come the additional \$109,000 in General Fund. He said that it appeared that there was more than \$400,000 that came in from the revenue source. Mr. Middleton replied that when those tax funds come in, much of it is distributed to the taxing districts; \$109,000 is the portion that Wasco County retains.

Commissioner Runyon asked that the reconciliations be sent to the Board as soon as they are completed to allow more time for review.

Vice-Chair Hege stated that he forgot to mention a change he would like to see in the minutes. He drew attention to page 14 where he talks about an alternate road to Dell Road which provides a better surface for traffic moving between Hwy 30 and State Road. He said that he would like that road, Marsh Cutoff Road, to be identified in the minutes.

*****The Board was in consensus to amend the 8.1.2018 minutes to identify the alternate road to Dell Road which provides a better road surface for traffic moving between Hwy 30 and State Road as Marsh Cutoff Road.*****

Agenda Item – Sheriff's Report/Grant Amendment/Vehicle Purchase

SHERIFF'S REPORT

Sheriff Lane Magill explained that Title III funding is distributed to counties for search and rescue and forest improvement. The search and rescue funds have been restricted to operational use which means any equipment purchased for a specific event with Title III funds, must be discarded. He went on to say that the Sheriff's Association worked with Senator Merkley to get that changed. He reported that now that they can purchase equipment for Search and Rescue, his department is inventorying equipment and developing a plan along with a replacement program.

Commissioner Runyon asked if equipment purchased for a one-time event can be donated to local volunteer fire departments. Sheriff Magill replied that he would look into that.

Mr. Stone noted that we had previously placed Title III funds in a line item where they were allowed to accumulate in case of a costly search and rescue event; now that the system has changed, he is concerned about depleting that fund. Sheriff Magill responded that Title III has stopped from the federal side but may start up again.

Vice-Chair Hege noted that those Title III funds came through SRS and can be used for overtime, etc. Sheriff Magill confirmed but said it is changing in a way that allows long-term planning.

Mr. Stone said he wants to make sure the dollars in the established fund are there for overtime on search and rescues. Sheriff Magill stated that he understands; it will be part of the long-term plan.

Sheriff Magill reported that there are still level one evacuations in place for the Memaloose Fire; evacuations have been lifted in Rowena. He said the first FEMA meeting for the Substation Fire has been scheduled. A FEMA meeting will be scheduled for the South Valley fire; the Long Hollow Fire does not qualify for FEMA

Vice-Chair Hege asked if the cause of the Substation Fire has been determined. Sheriff Magill replied there are nine people actively investigating.

GRANT MODIFICATION

Sheriff Magill explained that the grant modification is for an additional \$3,000 for patrols on federal forest lands.

{{{Vice-Chair Hege moved to approve Modification 1 to US forest Grant Agreement #18-LE-11060600-005. Commissioner Runyon seconded the motion which passed unanimously.}}}

Vice Chair Hege pointed out that Chris McNeel is still listed in the agreement. Sheriff Magill said they will get that updated.

VEHICLE PURCHASE

Sheriff Magill reviewed the four vehicle bids included in the Board Packet. He

said based on that information, he is recommending Ray Schulten's Motors – they are local and provide ongoing maintenance on the vehicles. He noted that although they are not the lowest bidder, the extra \$130 is easily recovered in the savings gained by not having to dispatch deputies to retrieve the vehicles from Portland.

Vice-Chair Hege asked if all the vehicles were budgeted. Sheriff Magill replied that \$120,000 was budgeted for the purchase.

{{{Vice-Chair Hege moved to approve the Sheriff's recommendation for the purchase of vehicles from Ray Schulten's Motors. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Runyon commended the Sheriff on his department's response to all the recent fires, along with the high level of communication that was pushed out to the public. Sheriff Magill responded that Face Book has been very productive. He reported that one posted photo received 76,000 hits in the first 2 hours. He added that 9-1-1 took calls on 24 separate fires in just 17 days.

Chair Kramer stated that he has followed up with Oregon Department of Forestry and will be contacting the VonVorsell's regarding the need for representation. He said he plans to attend any meeting as needed.

Agenda Item – MCCFL Construction Aid

Mr. Stone explained that the documents presented support the remaining funding for the Mid-Columbia Center for Living mental health clinic building which will belong to the County for the first five years. The documents have been vetted by counsel for MCCFL as well as County Counsel.

Vice-Chair Hege disclosed that he is a member of the MCCFL Board and has not participated in negotiations for either party. He went on to say that he has no financial interest in the project.

{{{Vice-Chair Hege moved to approve the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living. Commissioner Runyon seconded the motion which passed unanimously.}}}

[[[Vice-Chair Hege moved to approve the Promissory Note in the amount of

two-million-two-hundred-fifty-thousand dollars pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living. Commissioner Runyon seconded the motion which passed unanimously.}}

{{Commissioner Runyon moved to approve the Trust Deed by Mid-Columbia Center for Living for the benefit of Wasco County to secure the promissory note executed pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living. Vice-Chair Hege seconded the motion which passed unanimously.}}

Chair Kramer called a recess at 10:10 a.m.

The session reconvened at 10:15 a.m.

Agenda Item – Building Codes Management

Mr. Stone reviewed his memo (attached) and suggested that this meeting be for discussion with a decision to be made at a future meeting. He said the state is asking for a status update and has moved the timeline for terminating their temporary status to December 31, 2018.

Mr. Stone went on to say that the temporary status of the State management of the building codes program has made it difficult for them to hire and retain staff. He said that layering on to that the higher wages being asked and the scarcity of qualified applicants, it becomes a very difficult situation.

Mr. Stone continued by saying that there is added benefit for local control but he is not sure that Wasco County is the right fit. He said the City of The Dalles is interested but their timeline may not match up to the time frame the state is setting forth. He said given the fact that we have never managed a Building Codes program and the changes that it would require in our planning department, challenges in recruiting and the space limitations we have, he does not believe the County is the ideal entity to assume that program. He stated that if the Board concurs, we can allow the City of The Dalles the opportunity to acquire the program. If the City does not acquire the program, it is State mandated and they are best suited to run the program going forward. He said he believes it should be discussed today with a decision delayed to a future meeting to allow time for public to comment.

Commissioner Runyon agreed saying that we would all like local control. He noted that 90% or more of the permits issued are for projects in The Dalles – the program should be theirs. He observed that building permits for the county are minimal. Mr. Stone added that it is a State function; the County should not take on the highly-paid and benefitted employees.

Mr. Stone continued by saying that the county made a proposal to run the program in partnership with the City of The Dalles but the proposal was not accepted.

Chair Kramer said that conversations with the City still have potential; Councilman McGlothlin is open to the discussion and perhaps the one-stop shop. He stated he hopes those conversations happen sooner rather than later. He reported that he talked to a contractor today whose only complaint is review time; he said inspections are much better than they were with MCCOG.

Mr. Stone observed that review delays are probably statewide but exacerbated by the temporary status of the local office. He said the State is giving a 6-week timeline for reviews, but generally delivers ahead of schedule. Commissioner Runyon added that delays can also be created when contractors do not respond to follow-up questions from the State.

Vice-Chair Hege agreed, saying that the temporary status is challenging. He said he has been communicating with the contracting community – it is not all perfect but neither would it be perfect if it were to be run by the county. He reported that most acknowledge that Wasco County does not need to get involved; the State is doing an adequate job and sometimes better than adequate. He said that if the State takes the program permanently, it is two years before we can take it back. He observed that two years passes pretty quickly and it is more appropriate for it to be at the City. He concluded by saying that he still thinks a one-stop shop is the best idea – it may not be able to happen today; but it is a good target.

Further discussion ensued regarding next steps. It was agreed that the topic should be on the next agenda and the public encouraged to comment. Chair Kramer noted that he would like to be there for that discussion but will not be able to attend the September 5th session and asked that it be scheduled for the 19th of September.

Agenda Item – NORCOR Bylaws and Costs

Commissioner Runyon explained there is a budget resolution proposed to go before the NORCOR Board at a session scheduled for tomorrow. The resolution requests additional funding from the participating counties for two items – legal expenses and building repairs for the warehouse owned by NORCOR but leased out. He said that a budget is a road map – a guide – and can be adjusted when necessary. He went on to say that Wasco County just approved \$40,000 above the budgeted contribution for a body scanner. He noted that the executive director of NORCOR is asking for this; it is not coming from the Board. He commented that NORCOR has money in their budget but adjustments will need to be made . . . perhaps from contingency.

Commissioner Runyon went on to say that the request is for funds to make repairs on the warehouse owned by NORCOR and rented to a commercial enterprise. He observed that the current lessee pays a considerable amount in monthly rent; NORCOR should be setting some of that aside each month for repairs to the property.

Commissioner Runyon concluded by saying these are separate requests and should be presented in separate resolutions. Nevertheless, both should be funded through the NORCOR budget. If NORCOR needs to make a request at the end of the year, we can consider it then.

Mr. Stone said this is NORCOR's budget; they should be budgeting for equipment, repairs, etc. The counties are already paying their share – 50% would be attributable to Wasco County through the funding formula.

Vice-Chair Hege stated he would agree. Regarding the law suit, he wonders if there are other options to deal with that. He said he is not clear on what the benefit is to continue with the suit. He added that efforts should be made to look at other possibilities for funding the facility.

Chair Kramer agreed saying that NORCOR is a 190 organization with their own board; they need to work within their budget. He said they should not continually be coming to us for more.

*****The Board was in consensus to deny the NORCOR request for both budget items should the proposed resolution be adopted by the NORCOR Board.*****

Further discussion ensued regarding the possibility of passing an order/resolution or drafting a letter outlining Wasco County's position on both the budget requests and bylaws revisions. It was determined that a letter would be the best course of action.

Vice-Chair Hege stated that he is not sure he fully understands what NORCOR is doing in the bylaws revisions. Commissioner Runyon said he is not sure of the origins of all the changes but it seems unusual to make any changes during a transition period.

The changes outlined in the email included in the Board packet were reviewed. Mr. Stone noted that two statements regarding the status of the juvenile director's representative are directly opposite of the independent audit recommendations. He pointed out that Wasco County has long held that the Juvenile Director's representative should have a vote on the Board – both when Commissioner Sherry Holliday sat on the NORCOR Board and again as Commissioner Runyon has held that position.

Further discussion ensued regarding the voting status of the Juvenile Director's representative. Mr. Stone explained that since the Juvenile Directors are appointed by their respective counties, they could be unduly influenced by their Administrative Officer/County Judge. He went on to say that the Juvenile Directors Committee meets and determines the will of the Committee which their representative brings to the NORCOR Board – it is not the will of any one County but the position of the Juvenile Directors Committee.

*****The Board consensus is that the Juvenile Directors Committee representative should be a voting position on the NORCOR Board of Directors.*****

The group briefly discussed the executive committee which would be eliminated with the revised bylaws. Mr. Stone commented that he believes the administration is trying to eliminate further oversight. He said that the audit

recommended a much more diverse committee. He stated that he is not sure the NORCOR Board has taken up the recommendations that came out of the audit.

Commissioner Runyon said having alternate county representation on the NORCOR Board provides an important learning opportunity for the Commissioner who may be asked to step in when the appointed representative is not available. He said that he thinks the alternates should automatically be allowed to stay for Executive Sessions; other can be included by invitation if appropriate.

Vice-Chair Hege concurred saying that if an alternate needs to step in, they need to be informed and included. He said he would advocate for having the alternate representative included and for the Juvenile Directors Committee representative being a voting member of the NORCOR Board.

Chair Kramer agreed, saying that the Juvenile Directors need to be at the table with a vote. He added that he has sat in meetings as an alternate to the alternate – this is public safety and alternates need to be informed. Vice-Chair Hege pointed out that NORCOR is Wasco County's single largest outside expense.

Mr. Stone asked if the Board is comfortable with the change of date for the election of officers. All Commissioners agreed.

Mr. Stone asked if the Board is in consensus with the elimination of the Executive Committee with the provision that it is readdressed in light of the audit recommendation. All Commissioners agreed. Vice-Chair Hege added that the NORCOR Board should be addressing the report as a whole.

Commissioner Runyon said that it is his opinion that the bylaws should be discussed at the next meeting but moved forward to another meeting for a vote; the Board should not be pushed into voting prematurely.

Mr. Stone noted that the proposed language in Article XV is confusing. He said he believes they are trying to eliminate the possibility of appointing a county employee to the budget committee.

Commissioner Runyon, Wasco County's representative on the NORCOR Board, said he would work with Mr. Stone to develop a letter to the NORCOR Board.

Commissioner Runyon continued by saying that interviews for the Executive Director candidates are scheduled for tomorrow at NORCOR.

Teresa Hepker stated that her group did research on the candidates for the NORCOR Executive Director and found that in January of this year, Mr. Fletcher was dismissed from his position in Montana. She provided handouts to the Board (attached). She asked that the Board review the information. She stated that this information was gathered in the last few days and her group has not been able to meet in order to make any recommendation.

Vice-Chair Hege said it will be worth reading; the point is you should know as much as you can about the candidates. Commissioner Runyon stated that the NORCOR Board did not agree with his recommendations; he said he had a big question mark for this candidate. He noted that the Board also ignored the endorsement letter for Molly Rogers.

Ms. Hepker pointed out that Mr. Fletcher has held 10 jobs in the past 21 years.

Mr. Stone suggested that if this Board feels that there needs to be additional candidates, they should let the NORCOR Board know.

Further discussion ensued regarding concerns about the speed with which the hiring process is proceeding and the new information presented. Ms. Hepker noted that the information she has provided includes emails along with accusations from both employees and inmates. Mr. Stone added that there are also direct quotes from Department Heads.

Mr. Stone commented that perhaps a decision should be delayed until the information is vetted. Commissioner Runyon noted that he is often voted down at NORCOR on substantive issues.

Vice Chair Hege said that he understands the urgency of finding a replacement before the current Executive Director leaves but they should not go too fast and make a bad decision.

Chair Kramer adjourned the session at 11:22 a.m.

Summary of Actions

MOTIONS

- **To approve the amended Fort Dalles Museum Commission Bylaws.**
- **To approve the 2018/2019 contract with The Dalles Chronicle for the publication of legal notices for Wasco County.**
- **To approve Order 18-035 appointing Charlotte Sallee to the Statewide Transportation Improvement Funds Advisory Committee.**
- **To approve Order 18-036 appointing Dennis Ross to the Statewide Transportation Improvement Funds Advisory Committee.**
- **To approve Order 18-037 appointing Dennis Ross to the Special Transportation Funds Advisory Committee.**
- **To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for grant administration and compliance with state labor standards for the South Wasco Park and Recreation District's Pine Hollow Board Ramps Projects and that the language regarding Wasco County being a signer to the Oregon Department of Forestry Grant be struck from the agreement.**
- **To approve the Memorandum of Understanding between Wasco County, South Wasco Park and Recreation District and Mid-Columbia Economic Development District for Oregon State Marine Board and Oregon Department of Fish and Wildlife boat ramp improvement grants.**
- **To approve the Consent Agenda: 8.1.2018 Minutes; STIF Appointments.**
- **To approve Modification 1 to US forest Grant Agreement #18-LE-11060600-005.**
- **To approve the Sheriff's recommendation for the purchase of vehicles from Ray Schulten's Motors.**
- **To approve the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living.**
- **To approve the Promissory Note in the amount of two-million-two-hundred-fifty-thousand dollars pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living.**
- **To approve the Trust Deed by Mid-Columbia Center for Living for the benefit of Wasco County to secure the promissory note executed**

pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living.

CONSENSUS

- **For the Planning Department to reestablish the Historic Landmarks Commission to be composed of appointees from each municipality in Wasco County and a County Commissioner.**
- **To amend the 8.1.2018 minutes to identify the alternate road to Dell Road which provides a better road surface for traffic moving between Hwy 30 and State Road as Marsh Cutoff Road.**
- **To deny the NORCOR request for both budget items should the proposed resolution be adopted by the NORCOR Board.**
- **That the Juvenile Directors Committee representative should be a voting position on the NORCOR Board of Directors**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Rod L. Runyon, County Commissioner



DISCUSSION LIST

[RETIREMENT](#)

[FT. DALLES MUSEUM BYLAWS](#)

[PUBLICATION CONTRACT](#)

[STIF/STF APPOINTMENTS](#)

[MCEDD SWPRD AGREEMENTS](#)

[FINANCE REPORT](#)



DISCUSSION ITEM

Retirement

[RETIREMENT LETTER](#)

July 26, 2018

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street
The Dalles, Oregon 97058

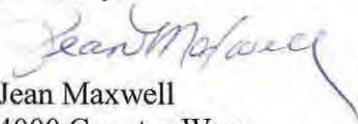
Dear Tyler:

Please accept this letter as my formal resignation from the role of Volunteer Coordinator for the Veterans Service Office. My last day with the County will be August 10, 2018.

During the remainder of my time at the VSO, I will be happy to meet with my replacement to assist in any training tasks that would be helpful. If there is anything that I can do to make this transition easier for everyone, please just let me know.

I especially want to thank you, Tyler, for the support and encouragement you provided during my almost eight years of serving the County. This period of time has been an experience I will cherish forever and I am grateful for the opportunity you provided. The VSO volunteer program went way beyond what I originally envisioned and I believe it is an example of what teamwork, trust, and good professional relationships can accomplish. Amazing things can happen.

Sincerely,



Jean Maxwell
4000 Country Way
The Dalles, OR 97058
oaknook@gmail.com

cc: Wasco County Board of Commissioners ✓
Russell Jones, CVSO



DISCUSSION ITEM

Fort Dalles Museum Bylaws

[2014 FORT DALLES MUSEUM BYLAWS](#)

[REVISED FORT DALLES MUSEUM BYLAWS - 2018](#)

[MOTION LANGUAGE](#)

2014 SEP 25 AM 9 56

LINDA BROWN
COUNTY CLERK

By-Laws of the

Wasco County/City of The Dalles

Museum Commission

ARTICLE I - NAME

Section I. The Name of the Organization shall be the Wasco County/City of The Dalles Museum Commission. Alternatively known as the Fort Dalles Museum Commission, and Fort Dalles Museum/Anderson Homestead Commission.

ARTICLE II – PURPOSE/MISSION STATEMENT

Section I. The purpose of the Museum Commission is to provide oversight of operations.

Section II. The Mission of Fort Dalles and Anderson Homestead is a Museum dedicated to the preservation, conservation, education and interpretation of the military, architectural, agricultural and diverse cultural history that is unique to the Wasco County area. *(Adopted by the Wasco County/City of The Dalles Museum Commission July 2, 2013)*

ARTICLE III – GOVERNING BODY

Section I. The Wasco County/City of The Dalles Commission members are volunteers appointed by Wasco County and the City of The Dalles.

1. The Commission shall consist of 7 representatives, as follows:
2. Three (3) are appointed by the City of The Dalles and must reside within the City limits.
3. Four (4) are appointed by Wasco County and must reside within Wasco County.
4. A Quorum, for the purpose of taking action, shall consist of 4 members.

Section II. The Commission's role is to determine the mission; set policy; develop long-range strategic plans and goals, work with the Museum Director and staff to further the museum's mission; monitor, assess and review performance and progress and manage museum resources effectively, with exception of such fiscal and personnel decisions that are reserved by Wasco County/City of The Dalles.

Section III.

1. The Commission may have up to two (2) Ex-Officio members, appointed by the Commission. They will have all the privileges and responsibilities of Commissioners, except for voting privileges.
2. The Museum Commission has an Ex-Officio position on the Historic Landmarks Commission.

3. The Anderson Homestead Foundation may have an Ex-Officio member on the Museum Commission

ARTICLE IV – MUSEUM COMMISSION OFFICERS

Section I. OFFICE POSITIONS AND TERMS

1. Officers of the Museum Commission include President, Vice-President, Secretary and Treasurer.
2. Officers are nominated and elected by the members of the Museum Commission.
3. Election of Officers will be held at the first meeting of the new calendar year. The new Officers will take office immediately upon election.
4. Officers are elected for a one year term.
5. Officers may serve consecutive terms without limits

ARTICLE V: DUTIES OF OFFICERS

Section I. President

1. The President shall be selected from the members of the Museum Commission in good standing and shall preside over all meetings of the museum commission.
2. The President shall have the usual powers and duties customarily vested in the office of President of the Commission and shall perform other duties as may be assigned to the President by the Commission.
3. Represent or send representative to City and County budget meetings
4. Act as liaison and spokesperson between the Museum Commission Board and other public or private entities, including Wasco County Commissioners and the City of The Dalles.
5. Make appointments as called for in the Bylaws and in the Policy.
6. The President of the Museum Commission shall have the authority to nominate and appoint ex-officio members, upon confirmation by vote of the museum commission.
7. Act as liaison between commission and staff.

Section II. Vice-President

1. The Vice-President shall carry out the duties of the President in the absence or incapacity of the President.
2. The Vice President shall oversee the Fort Dalles Museum Membership Committee.

Section III. Secretary

1. The Secretary shall keep permanent and complete records of all Museum Commission meetings and written records of correspondence.

Section IV. Treasurer

1. The treasurer shall monitor the care and custody of all funds and money of the organization.

ARTICLE VI – CONFLICTS OF INTEREST

Section I. Conflicts of interest by Commission members with regard to personal or family business and the Museum, both material and financial, must be disclosed.

ARTICLE VII – DUTY OF LOYALTY

Section I. Commission members should do their best to preserve the ideals and goals of the Museum Commission when serving on boards of other organizations that could create a conflict of loyalty for the Museum Commission or for Fort Dalles Museum.

ARTICLE VIII – DUTY OF TRUST

Section I. Every Museum Commission member should be familiar with the organizations governing documents, including: By-Laws and Policies, as well as the State of Oregon ORS statutes, City and County ordinance and policies, as provided by Wasco County and the City of The Dalles.

ARTICLE IX — TERM OF OFFICE

Section I.

1. Commission members shall serve a term of three (3) years or until the selection, qualification and acceptance of office duly appointed successors as chosen by the Board of Wasco County Commissioners or City of The Dalles City Council.
2. All terms for Wasco County positions begin on January 1. All terms for City of The Dalles positions begin on May 1
3. Terms are not limited
4. A letter of resignation is requested when a Commission member wishes to step down.
5. Vacancies as in (4) above or by death or revocation of a member by residency requirements or other issues shall be advertised by the authoritative body, Wasco County/ City of The Dalles, or those entities may use the recommendations of the Museum Commission for a replacement to fill a term.
6. The Museum Commission may record termination of a member, if the member has missed three (3) consecutive regular meetings without proper notification as determined by the Commission.

ARTICLE X – MEETINGS

Section I.

1. Meetings are open to the public and held monthly on the first Tuesday at 7pm, unless scheduled otherwise. Notices of meetings are publicly posted in Newspaper calendars and by other means as necessary.
2. Special meetings may be called as needed.
3. Executive Sessions may be called in accordance with the State of Oregon Public Records and Meeting Law.

ARTICLE XI – PERFORMANCE REVIEW – DIRECTOR/MANAGER

Section I.

1. The Museum Commission shall conduct a performance evaluation of the Museum Director and or Museum Manager(s) on an annual basis in accordance to the policy of Wasco County.
2. Results and discussion of such reviews will be part of an Executive Session. (ORS 192.660(2)(i).

ARTICLE XII. COMMITTEES
SECTION I.

1. In general, the Museum Commission will act as a Committee of the Whole in matters of Finance, By-Laws, Nominating, Fund Raising and Public Relations.
2. The Commission may form Committees, as needed and to assist with operation of the Museum. Such may include, but are not limited to: Collections, Publicity, Program, Personnel and or Volunteer recruitment, employee review, Membership, Buildings and Grounds, Maintenance and others that may help staff.

ARTICLE XIII. AMENDMENTS
Section I.

1. The Museum Commission may amend the By-Laws by a majority vote at a regular or special meeting, provided prior written notice has been given in accordance with the State of Oregon Public Records and Meetings Law.
2. The amendment will be the subject of two meetings. A vote shall occur at the second.

The By-Laws of the Wasco County / City of The Dalles Commission are hereby amended by a quorum of the Commission and approved by the Wasco County Commission and City of The Dalles City Council.

President *Tim B. Claxton*

Vice President *Spil Neal*

Secretary *Reather Hopkins*

Treasurer *Spil Neal*

Member *Susan Bruce*

Member *Marvin Polahn*

Member *Robert Jones*

The Dalles City Council

Stephen Lawrence Mayor *Stephen Lawrence*

Tim McGlothlin *Timothy McGlothlin*

William Diek *William Diek*

Dan Spatz *Dan Spatz*

Linda Miller *Linda Miller*

Carolyn Wood *Carolyn Wood*

Wasco County Commission

Scott C. Hege (Chair) *SC*

Rod L. Runyon *Rod Runyon*

Steven D. Kramer *SD Kramer*

Dated: 8.6.2014

**By-Laws of the
Wasco County/City of The Dalles
Museum Commission**

ARTICLE I - NAME

Section I. The Name of the Organization shall be the Wasco County/City of The Dalles Museum Commission. Alternatively known as the Fort Dalles Museum Commission, and Fort Dalles Museum/Anderson Homestead Foundation.

ARTICLE II – PURPOSE/MISSION STATEMENT

Section I. The purpose of the Museum Commission is to provide oversight of operations.

Section II. The Mission of Fort Dalles Museum and Anderson Homestead is to be dedicated to the preservation, conservation, education and interpretation of the military, architectural, agricultural, transportation and diverse cultural history that is unique to the Wasco County Area. *(Adopted by the Wasco County/City of The Dalles Museum Commission on July 2, 2013) [Revised April 12th, 2016]*

ARTICLE III – GOVERNING BODY

Section I. The Wasco County/City of The Dalles Commission members are volunteers appointed by Wasco County and the City of The Dalles.

1. The Commission shall consist of 7 representatives, as follows:
2. Three (3) are appointed by the City of The Dalles and must reside within the City limits.
3. Four (4) are appointed by Wasco County and must reside within Wasco County.
4. A Quorum, for the purpose of taking action, shall consist of 4 members.

Section II. The Commissions role is to determine the mission; set policy; develop long-range strategic plans and goals, work with the Museum Director and staff to further the museum’s mission; monitor, assess and review performance and progress and manage museum resources effectively, with exception of such fiscal personnel decisions that are reserved by Wasco County/City of The Dalles.

Section III.

1. The Commission may have up to two (2) Ex-Officio members, appointed by the Commission. They will have all the privileges and responsibilities of Commissioners, except for voting privileges.
2. The Museum Commission has an Ex-Officio position on the Historic Landmarks Commission.
3. The Fort Dalles Museum/Anderson Homestead Foundation may have an Ex-Officio member on the Museum Commission

ARTICLE IV – MUSEUM COMMISSION OFFICERS

Section I. OFFICE POSITIONS AND TERMS

1. Officers of the Museum Commission include President, Vice-President, Secretary and Treasurer.
2. Officers are nominated and elected by the members of the Museum Commission.
3. Election of Officers will be held at the first meeting of the new calendar year. The new Officers will take office immediately upon election.
4. Officers are elected for a one year term.
5. Officers may serve consecutive terms without limits

ARTICLE V: DUTIES OF OFFICERS

Section I. President

1. The President shall be selected from the members of the Museum Commission in good standing and shall preside over all meetings of the museum commission.
2. The President shall have the usual powers and duties customarily vested in the office of President of the Commission and shall perform other duties as may be assigned to the President by the Commission.
3. Represent or send representative to City and County budget meetings
4. Act as liaison and spokesperson between the Museum Commission Board and other public or private entities, including Wasco County Commissioners and the City of The Dalles.
5. Make appointments as called for in the Bylaws and in the Policy.
6. The President of the Museum Commission shall have the authority to nominate and appoint ex-officio members, upon confirmation by vote of the museum commission.
7. Act as liaison between commission and staff.

Section II. Vice-President

1. The Vice-President shall carry out the duties of the President in the absence or incapacity of the President.
2. The Vice President shall oversee the Fort Dalles Museum Membership Committee.

Section III. Secretary

1. The Secretary shall keep permanent and complete records of all Museum Commission meetings and written records of correspondence.

Section IV. Treasurer

1. The treasurer shall monitor the care and custody of all funds and money of the organization.

ARTICLE VI – CONFLICTS OF INTEREST

Section I. Conflicts of interest by Commission members with regard to personal or family business and the Museum, both material and financial, must be disclosed.

ARTICLE VII – DUTY OF LOYALTY

Section I. Commission members should do their best to preserve the ideals and goals of the Museum Commission when serving on boards of other organizations that could create a conflict of loyalty for the Museum Commission or for Fort Dalles Museum.

ARTICLE VIII – DUTY OF TRUST

Section I. Every Museum Commission member should be familiar with the organizations governing documents, including: By-Laws and Policies, as well as the State of Oregon ORS statutes, City and County ordinance and policies, as provided by Wasco County and the City of The Dalles.

ARTICLE IX — TERM OF OFFICE

Section I.

1. Commission members shall serve a term of three (3) years as continued or as chosen by the Board of Wasco County Commissioners or City of The Dalles City Council.
2. All terms for Wasco County positions begin on January 1. All terms for City of The Dalles positions begin on May 1.
3. Terms are not limited.
4. A letter of resignation is requested when a Commission member wishes to step down.
5. Vacancies as in (4) above or by death or revocation of a member by residency requirements or other issues shall be advertised by the authoritative body, Wasco County/City of The Dalles OR those entities may use the recommendations of the Museum Commission for a replacement to fill a term.
6. The Museum Commission may record termination of a member, if the member has missed three (3) consecutive regular meetings without proper notification as determined by the Commission.

ARTICLE X – MEETINGS

Section I.

1. Meetings are open to the public and held monthly on the second Tuesday at 6pm, unless scheduled otherwise. Notices of meetings are publicly posted in Newspaper calendars and by other means as necessary.
2. Special meetings may be called as needed.
3. Executive Sessions may be called in accordance with the State of Oregon Public Records and Meeting Law.

ARTICLE XI – PERFORMANCE REVIEW – DIRECTOR/MANAGER

Section I.

1. The Museum Commission shall conduct a performance evaluation of the Museum Director and or Museum Manager(s) on an annual basis in accordance to the policy of Wasco County.
2. Results and discussion of such reviews will be part of an Executive Session.

ARTICLE XII. COMMITTEES

SECTION I.

- 1. In general, the Museum Commission will act as a Committee of the Whole in matters of Finance, By-Laws, Nominating, Fund Raising and Public Relations.
- 2. The Commission may form Committees, as needed and to assist with operation of the Museum. Such may include, but are not limited to: Collections, Publicity, Program, Personnel and or Volunteer recruitment, employee review, Membership, Buildings and Grounds, Maintenance and others that may help staff.

ARTICLE XIII. AMENDMENTS

Section I.

- 1. The Museum Commission may amend the By-Laws by a majority vote at a regular or special meeting, provided prior written notice has been given in accordance with the State of Oregon Public Records and Meetings Law.
- 2. The amendment will be the subject of two meetings. A vote shall occur at the second.

We ask the commissioners to listen and be respectful of each other’s opinions and support the vote of the majority.

The By-Laws of the Wasco County/City of The Dalles Commission are hereby amended by a quorum of the Commission and approved by the Wasco County Commission and City of The Dalles City Council.

President _____	The Dalles City Council
Vice President _____	Stephen Lawrence (Mayor) _____
Secretary _____	Tim McGlothlin _____
Treasurer _____	Darcy Long-Curtiss _____
Member _____	Russ Brown _____
Member _____	Linda Miller _____
Member _____	Taner Elliott _____
Date: _____	Wasco County Board of Commissioners

APPROVED AS TO FORM:

 Kristen Campbell
 Wasco County Counsel

 Steven D. Kramer, Chair

 Scott C. Hege, Vice-Chair

 Rod L. Runyon, County Commissioner



PROPOSED MOTION LANGUAGE

SUBJECT: FORT DALLES MUSEUM BYLAWS

I move to approve the amended Fort Dalles Museum Bylaws.



DISCUSSION ITEM

Contract for Publication of Legal Notices for Wasco County

[2017-2018 PUBLICATION CONTRACT](#)

[2018-2019 PUBLICATION CONTRACT](#)

[MOTION LANGUAGE](#)

**FILED
WASCO COUNTY**

2017 SEP -8 P 2: 56

**LISA GAMBEE
COUNTY CLERK**

CONTRACT

FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

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

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

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

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

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

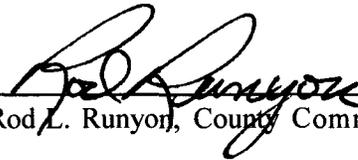
Neither The Dalles Chronicle nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 6th day of September, 2017.

WASCO COUNTY BOARD
OF COMMISSIONERS



Scott C. Hege, Commission Chair

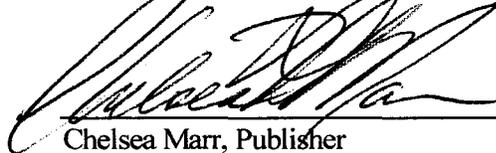


Rod L. Runyon, County Commissioner



Steven D. Kramer, County Commissioner

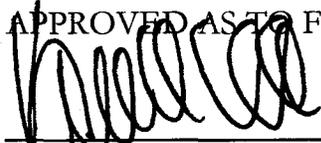
THE DALLES CHRONICLE



Chelsea Marr, Publisher

DATE: 8/25/17

APPROVED AS TO FORM:



Kristen Campbell
Wasco County Counsel

The Dalles Chronicle
811 E. 2nd Street,
The Dalles, Oregon 97058

CONTRACT

FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in The Dalles Chronicle from September 1, 2018 to August 31, 2019, as follows:

This advertising and such other Display Space as the Advertiser publishes in The Dalles Chronicle during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$6.25 for On-Line E-Mail and \$6.50 for Non On-line E-Mail. This Contract rate is predicated on payment in full by the 10th of the month following billing.

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and then only to the extent of the space occupied by such error and a correction in an equal amount of space will be run in the next available issue of The Dalles Chronicle.

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

DATED this 15th day of August, 2018.

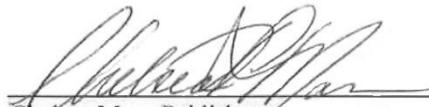
WASCO COUNTY BOARD
OF COMMISSIONERS

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner

THE DALLES CHRONICLE



Chelsea Marr, Publisher

DATE: 8/06/18

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel



PROPOSED MOTION LANGUAGE

SUBJECT: PUBLICATION CONTRACT

I move to approve the 2018-19 contract for the publication of legal notices for Wasco County.



DISCUSSION ITEM

STF/STIF Appointments

[STAFF MEMO](#)

[VOLUNTEER APPLICATION – CHARLOTTE DUPREE-SALLEE](#)

[ORDER 18-035 APPOINTING CHARLOTTE DUPREE-SALLEE TO THE STATEWIDE TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE](#)

[VOLUNTEER APPLICATION DENNY ROSS](#)

[ORDER 18-036 APPOINTING DENNY ROSS TO THE STATEWIDE TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE](#)

[ORDER 18-037 APPOINTING DENNY ROSS TO THE SPECIAL TRANSPORTATION FUND ADVISORY COMMITTEE](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: STIF/STF Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 8.10.2018

BACKGROUND INFORMATION:

At the August 1, 2018 session, the Board of Commissioners approved the establishment of an Advisory Committee for the Statewide Special Transportation Funds Advisory Committee as well as the bylaws for said committee. Under said bylaws, the membership of the Committee shall be as follows:

Section 1. Number, Qualifications, and Selection of Members: To be qualified to serve on the Committee, an individual must reside or work in Wasco County and be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County. The Committee shall consist of no less than five (5), and no more than seven (7) members, appointed directly by the Commissioners, as follows:

(a) At least one individual from each of the following:

1. A member of or representing low-income individuals
2. A member of or representing individuals age 65 or older or people with disabilities
3. A member of or representing public transportation service providers or non-profit entities which provide public transportation services.

(b) Up to four (4) additional members may be representatives from any of the following groups:

1. local governments, including land use planners
2. non-profit public transportation service providers,
3. neighboring public transportation service providers,
4. employers,
5. social and human service providers,
6. transit dependent users,
7. social equity advocates,

8. environmental advocates,
9. bicycle and pedestrian advocates,
10. people with limited-English proficiency,
11. educational institutions,
12. major destinations

The Appointment of Ms. Dupree-Sallee fulfills the requirement to appoint a member of or representing public transportation service providers or non- profit entities which provide public transportation services.

In the presentation of the Bylaws, MCEDD – oversight agency for Wasco County’s transportation program – announced their intent to have the already established Special Transportation Fund Advisory Committee (STF) serve in a parallel capacity as the Statewide Transportation Improvement Funds Advisory Committee (STIF) with the addition of the public transportation representative. The Appointment of Denny Ross to the STF fills a vacancy in that committee and makes it appropriate to then appoint him to the STIF.

INFORMATION AND QUALIFICATION FORM

WASCO COUNTY SPECIAL TRANSPORTATION FUND (STF) ADVISORY COMMITTEE VOLUNTEER POSITIONS REPRESENTATIVE FROM WASCO COUNTY, OREGON

BACKGROUND

The STF Advisory Committee is an essential component of a successful STF Program. The purpose of the committee is to represent the people who are served by the STF Program. The advisory committee considers how STF funds should be spent and provides the governing body with information about their community's special transportation needs. The Committee is intended to provide advice to the County in the selection of projects to ensure that the projects will benefit seniors and persons with disabilities. The Wasco County Special Transportation Funds Advisory Committee reviews grant applications requests and updates on the required Human Service Transportation Coordination Plan: [http://www.gorgetranslink.com/documents/Wasco Transport Plan 2009 Final sigs.pdf](http://www.gorgetranslink.com/documents/Wasco_Transport_Plan_2009_Final_sigs.pdf).

APPLICATION

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

Name: Charlotte Sallee

Address: [REDACTED] Rd The Dalles Or 97058

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

E-mail address: [REDACTED]

Signature: Charlotte Duprel

Date: Aug 1, 2018 Number of years as a Wasco County resident: 8

Your objectives/goals? Desired contributions and accomplishments? to help in decision making and identifying what our community needs.

[REDACTED] hours/week available for this commitment? as needed

Comments: _____

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

Assoc of Science degree Date(s): [REDACTED]

Date(s):

Date(s):

Date(s):

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

Trans Operation Director Date(s): Mar 2018 - to present

Trans Dispatch / Scheduler Date(s): 2015 - 2018

Date(s):

Date(s):

Vocational/professional licenses, awards, recognition, etc.)

Date(s):

Date(s):

Date(s):

Date(s):

General Comments:

Send completed form to:

Mid-Columbia Council of Governments
Transportation Network
1113 Kelly Ave
The Dalles OR 97058
(541) 296-7595
fax (541) 296-5674



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF CHARLOTTE DUPREE/SALLEE TO THE WASCO COUNTY
STATEWIDE TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-035

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Charlotte Dupree/Sallee is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Charlotte Dupree/Sallee be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on June 30, 2021.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner

INFORMATION AND QUALIFICATION FORM

WASCO COUNTY SPECIAL TRANSPORTATION FUND (STF) ADVISORY COMMITTEE VOLUNTEER POSITIONS REPRESENTATIVE FROM WASCO COUNTY, OREGON

BACKGROUND

The STF Advisory Committee is an essential component of a successful STF Program. The purpose of the committee is to represent the people who are served by the STF Program. The advisory committee considers how STF funds should be spent and provides the governing body with information about their community's special transportation needs. The Committee is intended to provide advice to the County in the selection of projects to ensure that the projects will benefit seniors and persons with disabilities. The Wasco County Special Transportation Funds Advisory Committee reviews grant applications requests and updates on the required Human Service Transportation Coordination Plan: http://www.gorgetranslink.com/documents/Wasco_Transport_Plan_2009_Final_sigs.pdf).

APPLICATION

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

Name: Dennis D. Ross

Address: ████████████████████

Phone (home) ██████████

Phone (mobile) ██████████

E-mail address: ddross@centurytel.net

Signature: _____

Date: 8-2-2018

Number of years as a Wasco County resident: 20

Your objectives/goals? Desired contributions and accomplishments? Improve the economy and quality of life of the residents and citizens of Wasco County and it's neighboring counties

Approximate hours/week available for this commitment? As required

Comments: MCEDD has picked up the ball formerly held by other state and regional agencies. I will do whatever job is assigned to make sure MCEDD can hang on to it. I once helped design the Boeing competitor to the Lockheed-Martin F-35. We lost. The expansion of an ODOT-sponsored transportation system to the east of Cascade Locks is not quite the same thing, but the ground speed is less so I think I could handle it.

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

Maupin High School Date(s): [REDACTED]

University of Portland – B.S. Math Date(s): [REDACTED]

Boise State University – MPA Public Administration Date(s): [REDACTED]

Various courses from USC, SUNY, ENMU Date(s): [REDACTED]

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

USAF Pilot; B-52 (197 combat missions; F/FB-111 Date(s): [REDACTED]

Boeing, Retiring as Chief of Training, F-22 Test Program Date(s): [REDACTED]

City Council, Maupin (10 years as Mayor) Date(s): [REDACTED]

President, League of Oregon Cities Date(s): [REDACTED]

Vocational/professional licenses, awards, recognition, etc.)

Squadron Officers School Date(s): [REDACTED]

Command and Staff (correspondence) Date(s): [REDACTED]

Air Medal, w/1 silver, 3 bronze oak leaf clusters Date(s): [REDACTED]

Meritorious Service Medal, w/2 oak leaf clusters Date(s): [REDACTED]

General Comments: Not much detail here; the college courses of Southern Cal, New York University, and Eastern New Mexico all contributed to the degree from BSU, which was finished by a research paper at Fort Worth's Texas Christian University. I never received anything "professional" except a pilot's license, I did systems analyses, mediated training programs and had advanced clearances for both the Air Force and Boeing. All of it was enough fun to disguise the fact that I was working. Except for the twenty 24-hour missions in the B-52E out of Roswell. Had more training than I wanted in the Air Force. Once at Boeing built a war scenario six years before Iraq invaded Kuwait; Saddam Hussein must have gotten a copy. The U.S. won both wars – mine and his. Helps to remember all this when I go to Salem.

Send completed form to:

Mid-Columbia Council of Governments
Transportation Network
1113 Kelly Ave
The Dalles OR 97058
(541) 296-7595
fax (541) 296-5674



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DENNY ROSS TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-036

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Denny Ross is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Denny Ross be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on June 30, 2021.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County 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 DENNY ROSS TO THE WASCO COUNTY SPECIAL
TRANSPORTATION FUNDS ADVISORY COMMITTEE

ORDER #18-037

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Special Transportation Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Denny Ross is willing and is qualified to be appointed to the Wasco County Special Transportation Fund Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Denny Ross be and is hereby appointed to the Wasco County Special Transportation Fund Advisory Committee; said term to expire on June 30, 2019.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



PROPOSED MOTION LANGUAGE

SUBJECT: STF/STIF APPOINTMENTS

I move to approve Orders 18-34, 35 and 36 appointing Charlotte Dupree-Sallee and Denny Ross to the Statewide Transportation Improvement Fund and/or the Special Transportation Fund Advisory Committees.



DISCUSSION ITEM

MCEDD/SWPRD Agreements

[STAFF MEMO](#)

[IGA BETWEEN WASCO COUNTY AND MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT](#)

[MOU BETWEEN WASCO COUNTY, SOUTH WASCO PARK AND RECREATION DISTRICT AND MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: MCEDD/SWPRD Agreements

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 8.10.2018

BACKGROUND INFORMATION:

These agreements formalize action taken by the Board through the 2018/2019 Budget Process. The Board approved the following recommendation:

Purpose: Provide seed money for the Park District 208

Discussion: The Park District has plans to explore user fees to have a stable income source. In the meantime, they are applying for grants to get work done on boat ramps. The request is to fund \$5,000 out of the county's share of Economic Development funds to use as seed money. In the Budget Team discussion it was brought up some seed money had already been provided. However, the feeling is this is a group that has been formed by volunteers and is addressing an issue so the County is not faced with it. The suggestion is to provide the funds through MCEDD to the Park District in either a cash grants or staff time or a combination. The funds should be used to establish a sustainable revenue source such as pay stations to launch boats. 101 - (5,000)

Management Team Review: It was expressed the money to MCEDD instead of directly to the South Wasco Park District is ok, but the District would probably prefer the funds directly. This was asked for to give the District access to professional technical support staff for help with training and as a gesture to assist in getting over the hump towards being self-supporting. While all support the Ask-Add, there is some disagreement as to which choice is more useful for the District - direct cash or MCEDD assistance. Spelling out specifically to MCEDD this is to be translated into hours of service seemed to address most of the concern about the flow of the funds.

Fiscal Impact: \$5,000 would go to the Park District from the Special Economic Development Fund instead of to the General Fund

Recommendation: Budget Team - Yes, the idea to run the funds through MCEDD is favored as this will ensure there is some experienced oversight. Management Team - Yes - with the funding to run through MCEDD for technical support and grant writing assistance.

INTERGOVERNMENTAL AGREEMENT

Between

WASCO COUNTY, OREGON

And

MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, Wasco County, Oregon (COUNTY) and Mid-Columbia Economic Development District (MCEDD) have continuing interests in common, and Wasco County is a member of MCEDD; and

WHEREAS, South Wasco County Park and Recreation District has been awarded grants from the Oregon State Marine Board and Oregon Department of Fish and Wildlife and Wasco County is a signer to these grants with obligations to ensure compliance with grant criteria; and

WHEREAS, Wasco County desires assistance with the administration of the Oregon State Marine Board and Oregon Department of Fish and Wildlife grants, and MCEDD is an agency qualified to provide such assistance on behalf of its members; and

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.101 et. seq; and

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from the date of this agreement's execution through the project's completion, prior to administrative closeout by Oregon State Marine Board and Oregon Department of Fish and Wildlife, the following provisions shall apply:

I. Term

Subject to other contract provisions, the period of performance under this Contract will be from the date of execution of the contract through project completion, unless sooner terminated as provided herein.

I. Services to be Provided

- A. MCEDD shall complete in a satisfactory and proper manner the work activities described in the Scope of Work (Attachment A).
- B. The COUNTY will provide compensation for services as set forth in Section II below and support as outlined in the Memorandum of Understanding (Attachment B).

II. Amount and Method of Payment

A. MCEDD shall submit written invoices and be due payment of the following amounts within 30 days of submission of an invoice according to the following schedule:

\$3,000 shall be due upon signing of the agreement.

\$2,000 shall be due after project completion and prior to project closeout, when all grant administration is complete.

The total of all payments shall not exceed the sum of \$5,000.

III. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the COUNTY or county grant recipient or any of its sub-recipients (sub-grantees) receiving Oregon State Marine Board or Oregon Department of Fish and Wildlife funds who exercise or have exercised any functions or responsibilities with respect to grant activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

IV. Access to Records

The COUNTY, Oregon State Marine Board, Oregon Department of Fish and Wildlife, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of MCEDD which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts and transcriptions. MCEDD will maintain a file of all conversations with all of the above partners regarding the project. All required records shall be maintained by MCEDD during the project. After the COUNTY makes final payments under this Agreement and all pending matters are closed, all records will be transferred to the COUNTY where they will be maintained for a minimum of five years or the length of term required by granting agencies and state records retention requirements, whichever is longer.

V. Remedies

Each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

VI. Other State Requirements

MCEDD agrees to comply with all other requirements of the State of Oregon that may apply to activities undertaken by this contract.

VII. Intergovernmental Agreement Modifications

The COUNTY and MCEDD may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the COUNTY and MCEDD shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

VIII. Suspension or Termination

This contract may be suspended or terminated, if MCEDD materially fails to comply with any terms of this contract. This contract may also be terminated for convenience upon written notification by either party with a minimum notice of 30 calendar days. In the event of contract termination for convenience, MCEDD shall be due payment for all work completed by the time of termination.

IX. Progress Reporting

MCEDD shall report on the status of all project activities to the COUNTY Council when the COUNTY Council so requests.

X. Notices

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mail, addressed to the party to which such notice, request, demand, or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. These notices, requests, demands, or other communications relating to termination shall be in writing and mailed certified and postage prepaid.

If to COUNTY: County Administrator
Wasco County
511 Washington Street
The Dalles, OR 97058

If to MCEDD: Executive Director
Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058

XI. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for in this Agreement shall constitute a waiver of the provision of this Agreement or the rights of the parties hereto.

XII. Attorney's Fees

The prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney's fees at trial or an appeal.

XIII. Indemnity

The parties agree to defend, hold harmless, and indemnify each other, their respective officers, agents, employees, and assigns against any and all damage or claims from damages resulting or allegedly resulting from the respective parties performance or activities hereunder.

XIV. Office Space

The expectations of the parties hereto are that the preponderance of the work and activities performed under this Agreement will take place at the MCEDD office with travel to attend meetings and gather information within the region.

XV. Acts and Omissions

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims or demands whatsoever including costs, expenses and attorney fees to which the other party may be put out arising out of each party's negligent acts and omissions during the performance of this Agreement.

XVI. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

XVII. Entire Agreement

This Agreement constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

The attachments to this agreement are identified as follows:

Attachment A, Scope of Work.

Attachment B, Memorandum of Understanding

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the 15th day of August, 2018.

WASCO COUNTY, OREGON

MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

Steven D. Kramer, Commission Chair

Amanda Hoey, Executive Director

Attachment A: Scope of Work

Description of Work to be Provided by MCEDD

- A. Performance of Grant/Project administration activities in coordination with the South Wasco County Parks & Recreation District to support the Oregon State Marine Board and Oregon Department of Fish and Wildlife grants. Includes the following:
- Setting up grant/project filing system – to include records specific to Oregon Bureau of Labor and Industries compliance.
 - Assist the District in verifying contractor eligibility for public works project – license check, debarment check, public works bond
 - Attend the pre-construction conference and provide details of BOLI prevailing wage rate requirements.
 - Assist the District with preparing reimbursement requests (progress or final) for the grant.
- B. Compliance with state labor standards. Includes the following and other reasonable tasks related to compliance:
- Informing project of correct Oregon Prevailing Wage Rates – to be included in bid documents and used by contractors on the project.
 - Assisting District with obtaining weekly certified payroll reports from contractors and subcontractors and other documentation as needed, such as the Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee and apprentice documentation.
 - Reviewing certified payrolls, performing worker interviews to ensure compliance, and verifying that correct base wages and fringe benefits are paid.
 - Provide support to contractors regarding compliance with state prevailing wage requirements – correct wages, hours worked, overtime, holidays, apprentices.
 - Working with District to ensure that corrective action is taken for any noncompliance with state labor standards.

MEMORANDUM OF UNDERSTANDING

Between Wasco County, South Wasco Park and Recreation District And
Mid-Columbia Economic Development District
For Oregon State Marine Board and Oregon Department of Fish and Wildlife boat ramp improvement
grants

This Memorandum of Understanding is entered into between Wasco County, Oregon, South Wasco Park and Recreation District (SWPRD), and Mid-Columbia Economic Development District (MCEDD) in order to document the roles and responsibilities with respect to projects located at the North and South Pine Hollow Reservoir boat ramps.

This MOU is contingent upon both grants being fully awarded and executed and with the understanding that bids for construction must be within the awarded budget or the projects cannot move forward.

Accordingly, Wasco County, SWPRD, and MCEDD, operating under this MOU, agree as follows:

Wasco County agrees to:

- Co-sign the grant agreements for Oregon State Marine Board (OSMB) and Oregon Department of Fish and Wildlife (ODFW)
- Reimburse MCEDD for services rendered for grant administration and labor standards assistance as defined in their Intergovernmental Agreement.

SWPRD agrees to :

- Co-sign the grant agreements for Oregon State Marine Board and Oregon Department of Fish and Wildlife
- Serve as the legal sponsor (i.e., grant recipient) for funds through the Oregon State Marine Board and Oregon Department of Fish and Wildlife
- Provide internal financial tracking for the entire project for audit compliance
- Set up direct deposit with the State of Oregon for reimbursements from both the OSMB and ODFW grants
- Obtain all necessary permits and approvals for the project
- Provide overall project management for the projects
- Develop and advertise bid documents
- Conduct inspections during construction on a regular basis
- Provide project reports to Oregon State Marine Board and Oregon Department of Fish and Wildlife, as requested
- Provide coordination and tracking for any force account labor, materials, or equipment
- Review and approve invoices from contractors to be paid and provide documentation to MCEDD to support reimbursement requests

MCEDD agrees to:

- Set up a grant/project filing system – to include records specific to Oregon Bureau of Labor and Industries (BOLI) compliance

- Assist the SWPRD in the construction bid process by providing correct prevailing wage rates, verifying contractors' eligibility for public works project and advising the SWPRD on required state forms pertaining to the project
- Attend the pre-construction conference and provide details of BOLI prevailing wage rate requirements
- Assist the District with preparing reimbursement requests (progress or final) for the grants.
- Provide review of weekly certified payroll reports and worker interviews during construction to ensure compliance with state labor standards

This MOU will be effective when signed by all parties and will extend through the closeout of the projects located at the North and South Pine Hollow Reservoir boat ramps. It may be extended upon written mutual agreement. Any of the parties may terminate this MOU upon thirty (30) days written notice.

This MOU consisting of the above described conditions is entered into on the 15th day of August, 2018.

WASCO COUNTY BOARD OF
COMMISSIONERS

SOUTH WASCO COUNTY PARK AND
RECREATION DISTRICT BOARD

Steve D. Kramer, Commission Chair

Brian Manning, Board President

Scott C. Hege, Vice-Chair

MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

Rod L. Runyon, County Commissioner

Amanda Hoey, Executive Director

APPROVED AS TO FORM:

Kristen Campbell
County Counsel



PROPOSED MOTION LANGUAGE

SUBJECT: MCEDD/SWPRD AGREEMENTS

MOU: I move to approve the Memorandum of Understanding between Wasco County, South Wasco Park and Recreation District and Mid-Columbia Economic Development District for Oregon State Marine Board and Oregon Department of Fish and Wildlife boat ramp improvement grants.

IGA: I move to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for grant administration and compliance with state labor standards for the South Wasco Park and Recreation District's Pine Hollow Boat Ramps Projects.



DISCUSSION ITEM

Finance Report

[DIRECTOR'S REPORT – FY 18 JUNE 2ND REVIEW](#)

[FY 18 JUNE FINANCIALS](#)

[DIRECTOR'S REPORT – JULY FY 19](#)

[FY 19 JULY FINANCIALS](#)

[RECONCILIATIONS](#)

Wasco County Financial Report – For June 2018 – 2nd review

This report covers through June 2018 and was completed August 8th. It contains changes from the reports for June 2018 already reviewed on August 1st, 2018. The changes are due to year end adjustments, accruals and corrections identified in the year end process. The same straight-line budget guide of 100% budget execution is still valid for preliminary analysis. There will be one more review of June financials before the audit is issued.

This report will only focus on areas of change from the last report.

Discussions of Revenue – changes

General Fund

- Total Property Taxes are now \$9,047,704 with accruals. Overall budget execution is 99.2% with one more month of accruals to go. For FY17, the accrual totaled \$90K for July and August. For FY18, the accrual is \$28K so to keep pace with last year August will need to accrue \$62K. This is in line with last year's results so we will see.
 - As touched on before, Prior Year Taxes seem to be budgeted too high. Current year taxes are making up the difference as well as the additional PILT amounts. As of now, the Total Property Taxes are \$304K more than last fiscal year.
- License Fees & Permits for non-department resources has increased to \$1,230,291 or 124.8% budget execution. This is only \$45K less than last year and \$245K more than budgeted.
- Intergovernmental Revenue – Non-Single Audit is now at 131.4% budget execution. This line had an additional \$64K accrued.
- Sheriff's Office revenue is at 104.3% of budget execution now.
- District Attorney's Office revenues are at budget execution of 85.1%. This is due to grant funds not received/accrued as of 7/31/18. As of 8/9/18, there has been another \$25K that will be accrued and show on the next review of June 2018.

Public Works

- Intergovernmental Non-Single Audit is now at 106.6% budget execution after accruals. The accruals were for the Motor Vehicle Funds and the STP funds.

911 Communications

- Phone tax accruals were made as well as the partner agency making the final payment for FY18. This pulls the overall budget execution to 101.2%.

Museum

- Current revenues are now 103.4% of the budget execution - \$3K more.

Reserve Funds

- General Operating Reserve has increased by \$123K due to a transfer from the General Fund as approved by the last budget adjustment in the fiscal year. Another \$110K may be adjusted for the next review as it is budgetarily available and fiscally prudent.

In total across all funds the revenue accruals/transfer increases amounted to an additional \$1,558,116 in resources/revenues for FY18.

Discussion of Expense – changes

General Fund

- All departments still within budget expectations (100.0%)
- Overall budget execution is 93.4% - this is up from 92.3%
- Across all general fund departments the overall increase is \$164K due to accruals
- There will be more through August but it should be less.

Public Works Fund

- Overall budget execution is now 94.9% - only a 0.3% increase
- Materials & Services did increase to 107.2% budget execution, but the fund is still well under the budget for the Fund/Department

911 Communications

- Still under budget but has increased to an overall budget execution of 96.4%. This is only a 0.1% increase due to accruals. The important take-away here is that revenues exceeded the budget and expenses were less than the budget so the fund balance will grow. This is great progress for this fund.

Community Corrections

- This fund has increased to 100.0% budget execution. Not over budget – just right at the line.

All Other Funds

- No changes of note

Summary – Changes

Personnel costs are unchanged from the prior report. The year over year increase is still \$484K

Materials & Services have increased to an overall 93.1% budget execution. This is \$226K more than last fiscal year. Looking at the fund level budget execution, two funds exceeded 100.0% for Materials & Services. This is Public Works (at 104.8%) and Community Corrections (at 103.1%). However, due to budgeting at the Fund/Department level, the overage in Materials & Services is made up for by savings in Personnel and/or Capital.

Capital Outlay is at an overall budget execution of 7.9%. This is \$559K more than last fiscal year and an increase of \$526K over the prior report as of June 30, 2018. This is due to accruals, primarily the CDBG grant fund (\$498K of the accrual increase).

Transfers across the organization still balance – transfers in equal transfers out. The only transfer that remains to be done is \$104K from the General Fund to the General Operating Reserve Fund.



Wasco County Monthly Report General Fund Revenue - June 2018 - 2nd review

Filters	
Fd	101
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
GENERAL FUND							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R							
CURRENT TAXES	8,580,000	8,680,798	8,221,882	101.2%	100.8%	5.6%	458,916.63
PRIOR YEARS TAXES	510,966	257,142	499,191	50.3%	114.4%	-48.5%	(242,048.34)
PILT	30,000	109,764	23,085	365.9%	#DIV/0!	375.5%	86,678.39
PROPERTY TAXES-R Total	9,120,966	9,047,704	8,744,158	99.2%	101.7%	3.5%	303,546.68
LICENSES FEES & PERMITS-R	985,548	1,230,291	1,275,551	124.8%	145.5%	-3.5%	(45,259.82)
INTERGOV'T REV - NON SINGLE AUDIT-R	516,850	679,382	589,668	131.4%	111.6%	15.2%	89,713.94
INTERGOV'T REV - SINGLE AUDIT-R	3,200	3,262	3,916	101.9%	122.4%	-16.7%	(654.21)
INVESTMENT EARNINGS-R	40,200	129,144	69,408	321.3%	215.6%	86.1%	59,736.51
RENTS-R	10,135	11,800	1,344	116.4%	100.7%	778.2%	10,456.28
MISCELLANEOUS-R	141,501	243,775	172,931	172.3%	128.8%	41.0%	70,843.93
TRANSFERS IN-R	664,300	504,976	1,473,282	76.0%	95.2%	-65.7%	(968,305.91)
GENERAL FUND RESOURCES-R Total	11,482,700	11,850,334	12,330,257	103.2%	105.2%	-3.9%	(479,922.60)
NON-DEPARTMENTAL RESOURCES-R Total	11,482,700	11,850,334	12,330,257	103.2%	105.2%	-3.9%	(479,922.60)
ASSESSMENT & TAXATION-R	20,800	37,280	36,522	179.2%	208.1%	2.1%	757.99
COUNTY CLERK-R							
COUNTY CLERK-R	125,850	165,018	167,751	131.1%	133.6%	-1.6%	(2,732.75)
ELECTIONS-R	8,350	20,289	29,005	243.0%	318.7%	-30.1%	(8,716.28)
COUNTY CLERK-R Total	134,200	185,307	196,756	138.1%	146.1%	-5.8%	(11,449.03)
SHERIFF-R	347,303	362,393	410,593	104.3%	92.0%	-11.7%	(48,200.52)
ADMINISTRATIVE SERVICES-R							



Wasco County Monthly Report

General Fund Revenue - June 2018 - 2nd review

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
INFORMATION TECHNOLOGY-R	107,250	123,245	111,719	114.9%	105.1%	10.3%	11,525.81
EMPLOYEE & ADMINISTRATIVE SERVICES-R	3,650	7,086	7,702	194.1%	290.6%	-8.0%	(616.09)
FACILITIES-R	243,349	252,807	243,954	103.9%	84.3%	3.6%	8,853.20
ADMINISTRATIVE SERVICES-R Total	354,249	383,138	363,375	108.2%	91.2%	5.4%	19,762.92
ADMINISTRATION-R	279,850	305,415	327,246	109.1%	111.2%	-6.7%	(21,830.84)
DISTRICT ATTORNEY-R							
DISTRICT ATTORNEY-R	229,943	195,609	220,990	85.1%	126.8%	-11.5%	(25,380.95)
DISTRICT ATTORNEY-R Total	229,943	195,609	220,990	85.1%	126.8%	-11.5%	(25,380.95)
PLANNING-R	192,272	169,418	208,196	88.1%	142.5%	-18.6%	(38,777.40)
PUBLIC WORKS-R							
SURVEYOR-R	12,200	57,765	25,800	473.5%	181.7%	123.9%	31,965.00
WATERMASTER-R	1,865	1,865	1,865	100.0%	100.0%	0.0%	-
PUBLIC WORKS-R Total	14,065	59,630	27,665	424.0%	172.2%	115.5%	31,965.00
PREVENTION DIVISION-R	42,300	58,707	92,436	138.8%	213.5%	-36.5%	(33,728.09)
GENERAL FUND Total	13,097,682	13,607,231	14,214,035	103.9%	106.1%	-4.3%	(606,803.52)
Revenue Total	13,097,682	13,607,231	14,214,035	103.9%	106.1%	-4.3%	(606,803.52)



Wasco County Monthly Report General Fund - Expenditures - June 2018 - 2nd Review

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	764,985	757,163	720,507	99.0%	84.5%	5.1%	36,655.98
COUNTY CLERK-E							
COUNTY CLERK-E	219,022	227,271	216,051	103.8%	95.0%	5.2%	11,219.89
ELECTIONS-E	102,999	83,363	111,323	80.9%	94.8%	-25.1%	(27,960.22)
COUNTY CLERK-E Total	322,021	310,633	327,374	96.5%	94.9%	-5.1%	(16,740.33)
SHERIFF-E							
EMERGENCY MANAGEMENT-E	137,115	89,769	123,304	65.5%	88.2%	-27.2%	(33,535.58)
MARINE PATROL-E	56,694	53,185	56,329	93.8%	111.8%	-5.6%	(3,143.88)
LAW ENFORCEMENT-E	2,190,964	2,125,207	2,051,929	97.0%	95.8%	3.6%	73,277.83
SHERIFF-E Total	2,384,773	2,268,161	2,231,563	95.1%	95.7%	1.6%	36,598.37
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	998,708	861,652	816,541	86.3%	86.8%	5.5%	45,111.40
COUNTY COMMISSION-E	206,989	207,680	194,924	100.3%	98.4%	6.5%	12,755.24
EMPLOYEE & ADMINISTRATIVE SERVICES-E	892,779	847,300	797,459	94.9%	88.2%	6.2%	49,840.91
FACILITIES-E	914,088	678,612	743,368	74.2%	78.1%	-8.7%	(64,755.80)
ADMINISTRATIVE SERVICES-E Total	3,012,564	2,595,244	2,552,292	86.1%	85.2%	1.7%	42,951.75
ADMINISTRATION-E	2,943,188	2,825,505	3,278,980	96.0%	91.5%	-13.8%	(453,474.60)
DISTRICT ATTORNEY-E	700,904	624,992	577,994	89.2%	100.2%	8.1%	46,997.91
PLANNING-E	752,362	687,450	671,311	91.4%	88.4%	2.4%	16,139.04
PUBLIC WORKS-E	50,242	45,153	70,713	89.9%	104.6%	-36.1%	(25,559.64)
PREVENTION DIVISION-E	618,723	615,249	560,376	99.4%	104.9%	9.8%	54,872.87
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	183,987	183,987	241,162	100.0%	92.4%	-23.7%	(57,175.00)



Wasco County Monthly Report General Fund - Expenditures - June 2018 - 2nd Review

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
TRANSFER TO CAP ACQUISITION FUND	700,000	700,000	900,000	100.0%	100.0%	-22.2%	(200,000.00)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	700,000	700,000	900,000	100.0%	100.0%	-22.2%	(200,000.00)
TRANSFER TO OPERATING RESERVE	930,000	825,867	800,000	88.8%	100.0%	3.2%	25,867.00
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	2,560,487	2,456,354	2,887,662	95.9%	99.3%	-14.9%	(431,308.00)
GENERAL FUND EXPENDITURES-E Total	2,560,487	2,456,354	2,887,662	95.9%	99.3%	-14.9%	(431,308.00)
NON-DEPARTMENTAL EXPENDITURES-E Total	2,560,487	2,456,354	2,887,662	95.9%	99.3%	-14.9%	(431,308.00)
GENERAL FUND Total	14,110,249	13,185,904	13,878,770	93.4%	92.8%	-5.0%	(692,866.65)
Expense Total	14,110,249	13,185,904	13,878,770	93.4%	92.8%	-5.0%	(692,866.65)



Wasco County Monthly Report Public Works - Revenue Expense - June 2018 - 2nd Review

Filters	
Fd	202
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	35,000	28,919	49,316	82.6%	209.0%	-41.4%	(20,397.41)
TRANSFERS IN-R	220,495	195,153	-	88.5%	#DIV/0!	#DIV/0!	195,152.95
INTERNAL SERVICES-R	3,180	3,180	3,180	100.0%	100.0%	0.0%	-
PUBLIC WORKS RESOURCES-R Total	258,675	227,251	52,496	87.9%	196.0%	332.9%	174,755.54
NON-DEPARTMENTAL RESOURCES-R Total	258,675	227,251	52,496	87.9%	196.0%	332.9%	174,755.54
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	8,500	14,208	12,327	167.1%	123.3%	15.3%	1,880.75
INTERGOV'T REV - NON SINGLE AUDIT-R							
MOTOR VEHICLE FUNDS	1,975,000	2,087,010	1,883,035	105.7%	89.6%	10.8%	203,975.22
STATE GRANT/REIMBURSEMENT	50,000	84,790	13,390	169.6%	44.6%	533.2%	71,400.00
STP FUND EXCHANGE	266,519	269,349	338,081	101.1%	140.9%	-20.3%	(68,732.32)
STATE PERMITS	-	1,232	-	#DIV/0!	#DIV/0!	#DIV/0!	1,232.25
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,291,519	2,442,381	2,234,506	106.6%	94.2%	9.3%	207,875.15
INTERGOV'T REV - SINGLE AUDIT-R	122,768	513,823	114,817	418.5%	114.6%	347.5%	399,006.58
MISCELLANEOUS-R	1,000	13,807	22,948	1380.7%	2294.8%	-39.8%	(9,141.22)
SALE OF FIXED ASSETS-R	10,000	4,283	908	42.8%	9.1%	371.9%	3,375.00
CHARGES FOR SERVICES-R	160,000	291,718	189,679	182.3%	96.8%	53.8%	102,038.77
PUBLIC WORKS-R Total	2,593,787	3,280,220	2,575,185	126.5%	95.8%	27.4%	705,035.03
WEED & PEST-R							
CHARGES FOR SERVICES-R	220,000	300,763	-	136.7%	#DIV/0!	#DIV/0!	300,762.63



Wasco County Monthly Report

Public Works - Revenue Expense - June 2018 - 2nd Review

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
WEED & PEST-R Total	220,000	300,763	-	136.7%	#DIV/0!	#DIV/0!	300,762.63
PUBLIC WORKS-R Total	2,813,787	3,580,982	2,575,185	127.3%	95.8%	39.1%	1,005,797.66
PUBLIC WORKS FUND Total	3,072,462	3,808,234	2,627,680	123.9%	96.8%	44.9%	1,180,553.20
Revenue Total	3,072,462	3,808,234	2,627,680	123.9%	96.8%	44.9%	1,180,553.20
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,873,929	1,693,081	1,590,527	90.3%	97.9%	6.4%	102,553.53
MATERIALS & SERVICES-E	1,247,740	1,337,958	1,286,979	107.2%	96.6%	4.0%	50,979.48
CAPITAL OUTLAY-E	235,000	68,245	212,507	29.0%	92.4%	-67.9%	(144,262.19)
PUBLIC WORKS-E Total	3,356,669	3,099,284	3,090,013	92.3%	96.9%	0.3%	9,270.82
WEED & PEST-E	281,636	251,897	-	89.4%	#DIV/0!	#DIV/0!	251,896.51
PUBLIC WORKS-E Total	3,638,305	3,351,181	3,090,013	92.1%	96.9%	8.5%	261,167.33
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
NON-DEPARTMENTAL EXPENDITURES-E Total	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
PUBLIC WORKS FUND Total	5,638,305	5,351,181	3,090,013	94.9%	96.9%	73.2%	2,261,167.33
Expense Total	5,638,305	5,351,181	3,090,013	94.9%	96.9%	73.2%	2,261,167.33



Wasco County Monthly Report

All Funds Revenue Expense Summary - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 COMMUNICATIONS FUND	1,042,906	1,055,763	1,088,993	101.2%	109.5%	-3.1%	(33,230.67)
911 EQUIPMENT RESERVE	1,500	1,615	2,245	107.7%	187.1%	-28.1%	(629.71)
CDBG GRANT FUND	5,243,672	705,571	343,871	13.5%	6.3%	105.2%	361,700.44
CLERK RECORDS FUND	7,475	10,264	10,401	137.3%	140.1%	-1.3%	(137.06)
COMMUNITY CORRECTIONS FUND	1,604,324	2,134,254	1,829,756	133.0%	121.5%	16.6%	304,498.51
COUNTY FAIR FUND	202,150	202,825	205,033	100.3%	120.9%	-1.1%	(2,208.02)
COUNTY SCHOOL FUND	287,200	241,769	102,461	84.2%	36.6%	136.0%	139,308.02
COURT FACILITIES SECURITY FUND	27,600	29,170	31,839	105.7%	825.9%	-8.4%	(2,668.23)
DISTRICT ATTORNEY	4,100	4,292	4,717	104.7%	181.4%	-9.0%	(424.43)
FACILITY CAPITAL RESERVE	714,000	738,559	920,934	103.4%	101.0%	-19.8%	(182,375.39)
FOREST HEALTH PROGRAM FUND	380	43,592	1,643	11471.5%	432.4%	2552.8%	41,948.57
GENERAL FUND	13,097,682	13,607,231	14,214,035	103.9%	106.1%	-4.3%	(606,803.52)
GENERAL OPERATING RESERVE	944,000	866,036	823,019	91.7%	101.4%	5.2%	43,017.05
HOUSEHOLD HAZARDOUS WASTE FUND	327,300	431,723	367,356	131.9%	110.9%	17.5%	64,366.96
KRAMER FIELD FUND	165	390	309	236.6%	187.4%	26.3%	81.26
LAND CORNER PRESERVATION FUND	34,500	34,288	34,365	99.4%	105.8%	-0.2%	(76.27)
LAW LIBRARY FUND	30,700	25,686	26,871	83.7%	104.6%	-4.4%	(1,184.66)
MUSEUM	92,700	95,830	110,751	103.4%	98.5%	-13.5%	(14,920.43)
PARKS FUND	82,575	96,638	105,787	117.0%	150.4%	-8.6%	(9,149.01)
PUBLIC WORKS FUND	3,072,462	3,808,234	2,627,680	123.9%	96.8%	44.9%	1,180,553.20
ROAD RESERVE FUND	2,017,000	2,054,518	26,331	101.9%	175.5%	7702.5%	2,028,186.10
SPECIAL ECON DEV PAYMENTS FUND	1,242,200	1,210,714	1,334,367	97.5%	107.4%	-9.3%	(123,652.99)
WEED & PEST CONTROL FUND	-	-	226,422	#DIV/0!	105.8%	-100.0%	(226,422.02)
YOUTH THINK FUND	160,963	119,672	128,484	74.3%	87.0%	-6.9%	(8,811.29)



Wasco County Monthly Report

All Funds Revenue Expense Summary - June 2018 - 2nd Review

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
CAPITAL ACQUISITIONS FUND	715,000	736,245	923,170	103.0%	101.2%	-20.2%	(186,924.42)
Revenue Total	30,952,554	28,254,880	25,490,838	91.3%	86.8%	10.8%	2,764,041.99
Expense							
911 COMMUNICATIONS FUND	1,054,325	1,016,521	994,868	96.4%	99.5%	2.2%	21,653.57
911 EQUIPMENT RESERVE	241,795	241,795	-	100.0%	0.0%	#DIV/0!	241,795.00
CDBG GRANT FUND	5,365,122	736,175	265,816	13.7%	4.8%	176.9%	470,359.60
CLERK RECORDS FUND	18,500	11,488	8,698	62.1%	17.1%	32.1%	2,790.74
COMMUNITY CORRECTIONS FUND	1,813,324	1,813,426	1,335,994	100.0%	70.3%	35.7%	477,432.38
COUNTY FAIR FUND	187,313	181,687	202,198	97.0%	90.4%	-10.1%	(20,510.58)
COUNTY SCHOOL FUND	312,550	230,490	89,730	73.7%	30.9%	156.9%	140,759.97
COURT FACILITIES SECURITY FUND	43,000	11,677	-	27.2%	0.0%	#DIV/0!	11,677.22
DISTRICT ATTORNEY	17,400	8,384	7,104	48.2%	33.3%	18.0%	1,280.29
FACILITY CAPITAL RESERVE	3,429,005	-	90,400	0.0%	3.3%	-100.0%	(90,400.00)
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	14,110,249	13,185,904	13,878,770	93.4%	92.8%	-5.0%	(692,866.65)
GENERAL OPERATING RESERVE	3,837,552	128,635	-	3.4%	0.0%	#DIV/0!	128,635.00
HOUSEHOLD HAZARDOUS WASTE FUND	356,801	327,838	306,088	91.9%	77.0%	7.1%	21,749.70
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	23,421	20,938	55,828	89.4%	80.3%	-62.5%	(34,890.33)
LAW LIBRARY FUND	46,984	23,536	22,001	50.1%	45.8%	7.0%	1,534.98
MUSEUM	106,230	75,107	74,612	70.7%	27.1%	0.7%	494.93
PARKS FUND	74,562	64,848	51,981	87.0%	61.0%	24.8%	12,866.69
PUBLIC WORKS FUND	5,638,305	5,351,181	3,090,013	94.9%	96.9%	73.2%	2,261,167.33
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,306,283	1,204,318	1,942,348	92.2%	91.2%	-38.0%	(738,030.61)
WEED & PEST CONTROL FUND	220,495	195,153	241,764	88.5%	95.8%	-19.3%	(46,610.74)
YOUTH THINK FUND	163,659	122,784	137,009	75.0%	65.3%	-10.4%	(14,225.55)
CAPITAL ACQUISITIONS FUND	3,709,600	289,837	315,520	7.8%	11.3%	-8.1%	(25,683.11)
Expense Total	47,035,346	25,241,721	23,110,741	53.7%	54.8%	9.2%	2,130,979.83



Wasco County Monthly Report Personnel - All Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	674,206	677,903	649,086	100.5%	84.8%	4.4%	28,816.70
COUNTY CLERK-E	266,274	274,153	267,053	103.0%	96.0%	2.7%	7,099.79
SHERIFF-E	2,074,603	2,007,263	1,939,940	96.8%	97.2%	3.5%	67,323.17
ADMINISTRATIVE SERVICES-E	1,693,128	1,726,242	1,588,987	102.0%	93.7%	8.6%	137,255.16
ADMINISTRATION-E	136,294	130,895	131,043	96.0%	86.0%	-0.1%	(148.76)
DISTRICT ATTORNEY-E	605,092	532,640	516,007	88.0%	99.6%	3.2%	16,632.84
PLANNING-E	681,466	642,590	627,731	94.3%	88.3%	2.4%	14,859.50
PUBLIC WORKS-E	38,327	36,217	64,229	94.5%	113.3%	-43.6%	(28,011.52)
PREVENTION DIVISION-E	580,443	581,652	528,683	100.2%	105.3%	10.0%	52,969.00
GENERAL FUND Total	6,749,833	6,609,555	6,312,759	97.9%	94.6%	4.7%	296,795.88
PUBLIC WORKS FUND	1,972,165	1,796,218	1,590,527	91.1%	97.9%	12.9%	205,690.73
911 COMMUNICATIONS FUND	856,332	850,110	823,000	99.3%	99.7%	3.3%	27,110.76
COMMUNITY CORRECTIONS FUND	727,984	712,359	648,738	97.9%	96.0%	9.8%	63,620.90
COUNTY FAIR FUND	21,362	21,229	22,353	99.4%	50.7%	-5.0%	(1,124.05)
HOUSEHOLD HAZARDOUS WASTE FUND	92,176	106,631	104,511	115.7%	88.9%	2.0%	2,120.78
LAND CORNER PRESERVATION FUND	17,920	18,438	52,428	102.9%	93.6%	-64.8%	(33,990.33)
MUSEUM	34,428	35,466	28,606	103.0%	64.0%	24.0%	6,860.31
PARKS FUND	26,111	26,015	14,902	99.6%	41.0%	74.6%	11,112.86
WEED & PEST CONTROL FUND	-	-	99,890	#DIV/0!	106.7%	-100.0%	(99,890.44)
YOUTH THINK FUND	78,616	81,016	75,716	103.1%	102.4%	7.0%	5,299.33
Expense Total	10,576,927	10,257,036	9,773,429	97.0%	95.2%	4.9%	483,606.73



Wasco County Monthly Report Materials and Services All Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	4,185,543	3,867,973	4,274,463	92.4%	89.6%	-9.5%	(406,489.71)
PUBLIC WORKS FUND	1,406,140	1,473,827	1,286,979	104.8%	96.6%	14.5%	186,848.53
911 COMMUNICATIONS FUND	197,993	166,411	171,868	84.0%	98.2%	-3.2%	(5,457.19)
CLERK RECORDS FUND	13,500	6,488	8,698	48.1%	28.2%	-25.4%	(2,209.26)
COMMUNITY CORRECTIONS FUND	1,000,340	1,030,955	316,324	103.1%	37.1%	225.9%	714,631.48
COUNTY FAIR FUND	165,950	160,458	179,845	96.7%	100.2%	-10.8%	(19,386.53)
COUNTY SCHOOL FUND	312,550	230,490	89,730	73.7%	30.9%	156.9%	140,759.97
COURT FACILITIES SECURITY FUND	43,000	11,677	-	27.2%	0.0%	#DIV/0!	11,677.22
DISTRICT ATTORNEY	15,600	6,584	5,304	42.2%	27.2%	24.1%	1,280.29
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	253,125	209,706	201,577	82.8%	80.0%	4.0%	8,128.92
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	-	900	0.0%	30.0%	-100.0%	(900.00)
LAW LIBRARY FUND	46,984	23,536	14,001	50.1%	35.0%	68.1%	9,534.98
MUSEUM	71,800	36,902	45,626	51.4%	72.8%	-19.1%	(8,723.79)
PARKS FUND	48,450	38,833	37,079	80.2%	75.8%	4.7%	1,753.83
SPECIAL ECON DEV PAYMENTS FUND	716,283	698,641	942,698	97.5%	83.3%	-25.9%	(244,056.70)
WEED & PEST CONTROL FUND	-	-	141,873	#DIV/0!	89.4%	-100.0%	(141,873.25)
YOUTH THINK FUND	85,043	41,768	61,293	49.1%	45.1%	-31.9%	(19,524.88)
Expense Total	8,598,735	8,004,252	7,778,258	93.1%	81.4%	2.9%	225,993.91



Wasco County Monthly Report Capital All Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	53000

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
COUNTY CLERK-E	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
SHERIFF-E	52,185	-	56,404	0.0%	76.4%	-100.0%	(56,403.61)
ADMINISTRATIVE SERVICES-E	406,750	52,796	226,243	13.0%	54.3%	-76.7%	(173,446.80)
ADMINISTRATION-E	155,450	199,226	110,344	128.2%	99.9%	80.5%	88,882.08
DISTRICT ATTORNEY-E	-	-	10,896	#DIV/0!	#DIV/0!	-100.0%	(10,896.49)
GENERAL FUND Total	614,386	252,022	403,887	41.0%	67.2%	-37.6%	(151,864.82)
PUBLIC WORKS FUND							
COUNTY FAIR FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
LAND CORNER PRESERVATION FUND							
HOUSEHOLD HAZARDOUS WASTE FUND	11,500	11,500	-	100.0%	0.0%	#DIV/0!	11,500.00
MUSEUM	2	2,739	381	136953.5%	0.2%	619.6%	2,358.41
PARKS FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
COMMUNITY CORRECTIONS FUND							
CLERK RECORDS FUND	5,000	5,000	-	100.0%	0.0%	#DIV/0!	5,000.00
ROAD RESERVE FUND							
CAPITAL ACQUISITIONS FUND	3,709,600	289,837	315,520	7.8%	11.3%	-8.1%	(25,683.11)
911 EQUIPMENT RESERVE	179,753	179,753	-	100.0%	0.0%	#DIV/0!	179,753.00
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,837,552	128,635	-	3.4%	0.0%	#DIV/0!	128,635.00
CDBG GRANT FUND	5,365,122	736,175	265,816	13.7%	4.8%	176.9%	470,359.60
Expense Total	22,347,360	1,756,909	1,198,110	7.9%	6.7%	46.6%	558,798.15

**Wasco County Monthly Report
Transfers All Funds - June 2018 - 2nd Review**

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Transfer In								
911 COMMUNICATIONS FUND	246,029.00	246,029.00	241,162	100.0%	100.0%	2.0%	4,867.00	
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-	
FACILITY CAPITAL RESERVE	700,000.00	700,000.00	900,000	100.0%	100.0%	-22.2%	(200,000.00)	
GENERAL FUND	664,300.00	504,976.09	1,473,282	76.0%	95.2%	-65.7%	(968,305.91)	
GENERAL OPERATING RESERVE	930,000.00	825,867.00	800,000	88.8%	100.0%	3.2%	25,867.00	
MUSEUM	22,500.00	22,500.00	17,500	100.0%	100.0%	28.6%	5,000.00	
PUBLIC WORKS FUND	220,495.00	195,152.95	-	88.5%	#DIV/0!	#DIV/0!	195,152.95	
ROAD RESERVE FUND	2,000,000.00	2,000,000.00	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00	
CAPITAL ACQUISITIONS FUND	700,000.00	700,000.00	900,000	100.0%	100.0%	-22.2%	(200,000.00)	
Transfer In Total	5,512,324.00	5,223,525.04	4,360,944	94.8%	98.3%	19.8%	862,581.04	
Transfer Out								
911 EQUIPMENT RESERVE	62,042.00	62,042.00	-	100.0%	#DIV/0!	#DIV/0!	62,042.00	
COMMUNITY CORRECTIONS FUND	-	-	370,932	#DIV/0!	100.0%	-100.0%	(370,932.00)	
DISTRICT ATTORNEY	1,800.00	1,800.00	1,800	100.0%	100.0%	0.0%	-	
FACILITY CAPITAL RESERVE	-	-	90,400	#DIV/0!	100.0%	-100.0%	(90,400.00)	
FOREST HEALTH PROGRAM FUND	75,000.00	-	-	0.0%	0.0%	#DIV/0!	-	
GENERAL FUND	2,560,487.00	2,456,354.00	2,887,662	95.9%	99.3%	-14.9%	(431,308.00)	
LAND CORNER PRESERVATION FUND	2,500.00	2,500.00	2,500	100.0%	100.0%	0.0%	-	
LAW LIBRARY FUND	-	-	8,000	#DIV/0!	100.0%	-100.0%	(8,000.00)	
PUBLIC WORKS FUND	2,000,000.00	2,000,000.00	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00	
SPECIAL ECON DEV PAYMENTS FUND	590,000.00	505,676.09	999,650	85.7%	100.0%	-49.4%	(493,973.91)	
WEED & PEST CONTROL FUND	220,495.00	195,152.95	-	88.5%	#DIV/0!	#DIV/0!	195,152.95	
Transfer Out Total	5,512,324.00	5,223,525.04	4,360,944	94.8%	97.9%	19.8%	862,581.04	



Wasco County Monthly Report Reserve Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
FACILITY CAPITAL RESERVE	714,000	738,559	920,934	103.4%	101.0%	-19.8%	(182,375.39)
GENERAL OPERATING RESERVE	944,000	866,036	823,019	91.7%	101.4%	5.2%	43,017.05
ROAD RESERVE FUND	2,017,000	2,054,518	26,331	101.9%	175.5%	7702.5%	2,028,186.10
CAPITAL ACQUISITIONS FUND	715,000	736,245	923,170	103.0%	101.2%	-20.2%	(186,924.42)
Revenue Total	4,390,000	4,395,358	2,693,454	100.1%	101.6%	63.2%	1,701,903.34
Expense							
FACILITY CAPITAL RESERVE	3,429,005	-	90,400	0.0%	3.3%	-100.0%	(90,400.00)
GENERAL OPERATING RESERVE	3,837,552	128,635	-	3.4%	0.0%	#DIV/0!	128,635.00
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,709,600	289,837	315,520	7.8%	11.3%	-8.1%	(25,683.11)
Expense Total	15,826,594	418,472	405,920	2.6%	3.6%	3.1%	12,551.89



Wasco County Monthly Report Investment/Interest All Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	417

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
INTEREST EARNED	149,420	371,314	241,567	248.5%	203.1%	53.7%	129,746.94
LID INTEREST	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	52	4,375	26.1%	2187.7%	-98.8%	(4,323.29)
Revenue Total	149,620	371,366	245,942	248.2%	206.3%	51.0%	125,423.65

Wasco County Financial Report – For July 2018

This report covers July 2018 which is the first month of the new fiscal year – FY19. These amounts are not audited and are for management use. To analyze the amounts, a good measure is the straight-line assumption. This may not be appropriate for all revenues and expenses, but is a good place to start. For July, the straight-line budget execution rate is 8.3% (1/12).

Discussion of Revenue

General Fund

- No Property Tax revenue for FY19 in July. Funds did come in, but are accrued to the prior fiscal year as revenue. This is per policy, Generally Accepted Accounting Practices and Governmental Accounting Standards Board rules. This will be the same for August. The amount of revenue moved to FY18 was \$26K which is similar to the amount from last year at this time.
- License Fees & Permits for non-departmental resources is at \$0. This is due to accruals – moving revenue to FY18 – the same as for property tax.
- Intergovernmental Revenue – Non-Single Audit for non-departmental resources is at \$0. This is due to accruals – moving revenue to FY18 – the same as for property tax.
- Investment earnings are overstated. This is due to a large investment maturing. Part of this should be moved back to FY18 and also split between County Funds. This adjustment has not happened yet and will be reflected in the August Financial Report.
- Rents are below expectation due to the RR lease – this is normal and the payment is not expected until December typically.
- Transfers In are at 0% budget execution. This is expected as the transfers are waiting for the collection of funds to trigger the transfer or other criteria to be met. This has not occurred.
- Overall, General Fund Revenue has come in at \$74K more than last fiscal year at this point. Of this amount, \$72K is due to the investment earnings mention above that will be adjusted to last fiscal year and other funds. So, fairly close to the results for last fiscal year at this point.

Public Works

- License Fees & Permits, Intergovernmental Revenue – Non-Single Audit, and Intergovernmental Revenue – Single Audit are all at 0% budget execution due to accruals to the prior fiscal year. This is per policy, Generally Accepted Accounting Practices and Governmental Accounting Standards Board rules. There will be some of this for August also, but it will not be all.
- Overall, Public Works is \$2K less in revenue than last fiscal year at this point.

911 Communications

- The budget execution for revenue is only 1.7%. This is due to the timing of payments from partner agencies, the only revenue to date is interest and the County's July share of support.

CDBG Grant

- A large payment from the Center For Living has come in for the project. This may be moved back to FY18, but we are review now to determine if that is appropriate.

County Fair

- Budget Execution is 18.5% which is \$2,547 more than last fiscal year. This is mainly due to \$1,300 in camping revenue for FY19.

Road Reserve Fund

- Revenue budget execution is 11.1% but down almost \$2M from last fiscal year. This is due to the transfer in from Public Works fund of a large balance sitting in the fund balance. There is no excess to move in FY19 so this will be a constant difference through the fiscal year.

Building Codes Holding

- This is a new fund created to track the Agency Fund for Building Codes Holding. While not county funds, this is included in the report to keep it visible. It is held in a separate LGIP account and will be accruing only interest it has earned. It will not and cannot be intermixed with County Funds.

All Other Funds

- All are progressing within expectations. Results are similar to last fiscal year.

Discussion of Expense

General Fund

- Administration is at 13.7% budget execution compared to 6% last fiscal year. This is an increase of \$226K.
 - \$214K is due to the paying the insurance package. That did not show in last years reports at this time.
 - Norcor is also at 15.9% budget execution compared to the 8.3% last fiscal year. This is due to recording two payments in July – for July & August. This is done to get the funds to Norcor as close to the 1st as possible. There is an extra \$40K budgeted but it was not paid out until August.
- Transfers are all on track as planned. Last fiscal year, the entire balances to be transferred where done as of 7/1. This fiscal year, the approach has been to just do a monthly transfer except for the Museum and Fair transfers – those are done for the full amount as of 7/1.
- All other departments are within budget expectations and/or last years budget execution.
- Overall budget execution is 9.2% compared to 21.3% last year – the difference is the transfers.

Public Works

- Personnel is at a budget execution of 8.3% - right on track
- Materials & Services is at a budget execution of 6.9% - less than the 8.1% from last fiscal year at this time.
- Capital is at a budget execution of 88.6% - this is due to Easements. Capital Outlay is not linear so the 8.3% straight-line assumption is not helpful. The expense is as planned and within budget expectations.
- And of course no transfer in from the non-existent Weed & Pest Fund that was closed out in FY18.

911 Communications

- Budget execution is 9.9% - Materials & Services is 14.5% and Personnel is 8.8%
- Personnel is high mainly due to Overtime at 14.8% of budget execution. This causes increases in FICA also.
 - This is expected due to the current workload with the fires in the area.
- Materials & Services are high due to paying for the annual maintenance agreement. This is tied to the new consoles and was not an expense in FY18.

County Fair

- Budget execution is 20.8%. This is due to paying the insurance out. Last year the insurance was paid out of the general fund and then moved to the Fair later in the fiscal year. This was \$31K for FY19.

Museum

- Overall budget execution is 17.0% compared with 3.7% last fiscal year. This is due to the building repair and maintenance for almost \$17K paid for work done in July.

Community Corrections

- Budget execution is 8.2% so looks good, but last year it was at 6.6% and by the end of the year it was at 100.0% so it bears closer watching this year.
- The largest difference between FY18 & FY19 is the Norcor payment. In FY19 it is for July & August and is actually right on budget expectations. The prior fiscal year had only paid out \$39K at this point – this year it is \$105K.
 - The amount for Norcor increased from Community Corrections due to an increase in the grant that can pay up to 40% of it out for Norcor (Grant-in-Aid). The amount to Norcor was held level and the increase in Community Corrections allowed a decrease in the General Fund.

All Other Funds

- All expenses are within budget expectations.

Summary

Personnel costs across all funds are at 8.2% budget execution. This is \$45K more than last fiscal year. All departments are under the 8.3% straight-line assumption except Sheriff's Office and 911 Communications. 911 Communications was addressed above – this is due to overtime. The Sheriff's Office is due to the Marine Patrol which does not follow the straight-line assumption as it is not really linear but seasonal instead.

Materials & Services overall are at a 9.0% budget execution across all funds. The General Fund is a large driver of this. Within the General Fund the Information Systems paid for computer support (\$84K) that was a budget execution of 58.1% for the line item. The payment of 2 months for Norcor – discussed above under General Fund expenses – also contributed. The variance from the straight-line assumption is due to costs for goods/services that do not follow the straight-line assumption.

Capital Outlay is at a budget execution of 0.2% across all funds. The total Capital Outlay is \$40K. \$13K is for Software in the General Fund (Information Systems) and \$27K is for Easements as discussed above in Public Works.

Transfers are balanced – total transfers in equal total transfers out. As of July 31st, transfers have been executed to 8.0%.



Wasco County Monthly Report

General Fund Revenue - July 2018

Filters	
Fd	101
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Revenue								
GENERAL FUND								
NON-DEPARTMENTAL RESOURCES-R								
GENERAL FUND RESOURCES-R								
PROPERTY TAXES-R								
CURRENT TAXES	8,648,636	-	-	0.0%	0.0%	#DIV/0!	-	
PRIOR YEARS TAXES	280,000	-	-	0.0%	0.0%	#DIV/0!	-	
PILT	30,000	-	-	0.0%	0.0%	#DIV/0!	-	
PROPERTY TAXES-R Total	8,958,636	-	-	0.0%	0.0%	#DIV/0!	-	
LICENSES FEES & PERMITS-R	1,121,435	-	-	0.0%	0.0%	#DIV/0!	-	
INTERGOV'T REV - NON SINGLE AUDIT-R	592,774	-	-	0.0%	0.0%	#DIV/0!	-	
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-	
INVESTMENT EARNINGS-R	90,200	77,941	6,418	86.4%	16.0%	1114.3%	71,522.55	
RENTS-R	11,800	733	733	6.2%	7.2%	0.0%	-	
MISCELLANEOUS-R	147,801	49,983	48,456	33.8%	34.2%	3.2%	1,527.22	
TRANSFERS IN-R	680,000	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)	
GENERAL FUND RESOURCES-R Total	11,605,846	128,657	59,908	1.1%	0.5%	114.8%	68,749.77	
NON-DEPARTMENTAL RESOURCES-R Total	11,605,846	128,657	59,908	1.1%	0.5%	114.8%	68,749.77	
ASSESSMENT & TAXATION-R	19,450	2,865	1,318	14.7%	6.3%	117.4%	1,547.39	
COUNTY CLERK-R								
COUNTY CLERK-R	163,500	12,396	12,779	7.6%	10.2%	-3.0%	(383.00)	
ELECTIONS-R	15,800	20	-	0.1%	0.0%	#DIV/0!	20.00	
COUNTY CLERK-R Total	179,300	12,416	12,779	6.9%	9.5%	-2.8%	(363.00)	
SHERIFF-R	392,979	24,251	21,448	6.2%	6.2%	13.1%	2,803.04	
ADMINISTRATIVE SERVICES-R								



Wasco County Monthly Report General Fund Revenue - July 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
INFORMATION TECHNOLOGY-R	107,250	6,705	12,395	6.3%	11.6%	-45.9%	(5,689.50)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,250	-	75	0.0%	2.1%	-100.0%	(75.00)
FACILITIES-R	287,095	23,548	17,411	8.2%	7.2%	35.3%	6,137.47
ADMINISTRATIVE SERVICES-R Total	395,595	30,253	29,880	7.6%	8.4%	1.2%	372.97
ADMINISTRATION-R	469,101	14,277	17,789	3.0%	6.4%	-19.7%	(3,511.22)
DISTRICT ATTORNEY-R							
DISTRICT ATTORNEY-R	221,484	108	307	0.0%	0.1%	-64.8%	(198.89)
DISTRICT ATTORNEY-R Total	221,484	108	307	0.0%	0.1%	-64.8%	(198.89)
PLANNING-R	161,980	10,139	8,113	6.3%	4.2%	25.0%	2,026.30
PUBLIC WORKS-R							
SURVEYOR-R	14,200	1,105	435	7.8%	3.6%	154.0%	670.00
WATERMASTER-R	1,865	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-R Total	16,065	1,105	435	6.9%	3.1%	154.0%	670.00
PREVENTION DIVISION-R	45,175	2,210	60	4.9%	0.1%	3583.3%	2,149.95
GENERAL FUND Total	13,506,975	226,283	152,037	1.7%	1.2%	48.8%	74,246.31
Revenue Total	13,506,975	226,283	152,037	1.7%	1.2%	48.8%	74,246.31



Wasco County Monthly Report General Fund - Expenditures - July 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Expense								
GENERAL FUND								
ASSESSMENT & TAXATION-E	791,428	60,297	60,629	7.6%	7.9%	-0.5%	(332.00)	
COUNTY CLERK-E								
COUNTY CLERK-E	236,970	18,859	18,291	8.0%	8.4%	3.1%	567.91	
ELECTIONS-E	101,438	4,276	4,579	4.2%	4.4%	-6.6%	(302.81)	
COUNTY CLERK-E Total	338,408	23,135	22,870	6.8%	7.1%	1.2%	265.10	
SHERIFF-E								
EMERGENCY MANAGEMENT-E	96,702	9,344	6,733	9.7%	4.9%	38.8%	2,610.97	
MARINE PATROL-E	56,154	9,539	9,220	17.0%	16.3%	3.5%	319.37	
LAW ENFORCEMENT-E	2,161,418	177,618	170,162	8.2%	7.8%	4.4%	7,456.35	
SHERIFF-E Total	2,314,274	196,501	186,115	8.5%	7.8%	5.6%	10,386.69	
ADMINISTRATIVE SERVICES-E								
INFORMATION TECHNOLOGY-E	1,044,918	146,339	122,822	14.0%	12.3%	19.1%	23,516.48	
COUNTY COMMISSION-E	215,719	17,391	17,118	8.1%	8.3%	1.6%	273.09	
EMPLOYEE & ADMINISTRATIVE SERVICES-E	950,953	72,499	66,164	7.6%	7.4%	9.6%	6,335.54	
FACILITIES-E	1,639,338	45,166	36,316	2.8%	4.0%	24.4%	8,849.51	
ADMINISTRATIVE SERVICES-E Total	3,850,928	281,394	242,420	7.3%	8.0%	16.1%	38,974.62	
ADMINISTRATION-E								
ADMINISTRATION-E	645,665	120,328	7,411	18.6%	1.0%	1523.6%	112,916.69	
PASS-THROUGH GRANTS-E	321,885	16,750	1,724	5.2%	1.0%	871.8%	15,026.43	
NORCOR-E	1,352,590	214,598	120,396	15.9%	8.2%	78.2%	94,202.67	
VETERANS-E	142,599	10,364	11,830	7.3%	7.8%	-12.4%	(1,465.74)	
SPECIAL PAYMENTS-E	477,746	40,105	34,725	8.4%	8.0%	15.5%	5,380.50	
ADMINISTRATION-E Total	2,940,485	402,146	176,085	13.7%	6.0%	128.4%	226,060.55	
DISTRICT ATTORNEY-E	680,795	48,321	42,604	7.1%	6.1%	13.4%	5,716.27	
PLANNING-E	810,905	67,147	54,611	8.3%	7.3%	23.0%	12,536.09	
PUBLIC WORKS-E	47,805	3,017	4,990	6.3%	9.9%	-39.5%	(1,972.96)	
PREVENTION DIVISION-E	635,977	48,949	51,324	7.7%	8.3%	-4.6%	(2,375.03)	



Wasco County Monthly Report General Fund - Expenditures - July 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current			Current Year - Prior Year
				Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	248,918	20,743	15,332	8.3%	8.3%	35.3%	5,410.92
TRANSFER TO CAP ACQUISITION FUND	850,000	70,833	700,000	8.3%	100.0%	-89.9%	(629,166.67)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	850,000	70,833	700,000	8.3%	100.0%	-89.9%	(629,166.67)
TRANSFER TO OPERATING RESERVE	850,000	70,833	700,000	8.3%	75.3%	-89.9%	(629,166.67)
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	2,845,418	279,743	2,161,832	9.8%	84.4%	-87.1%	(1,882,089.09)
GENERAL FUND EXPENDITURES-E Total	2,845,418	279,743	2,161,832	9.8%	84.4%	-87.1%	(1,882,089.09)
NON-DEPARTMENTAL EXPENDITURES-E Total	2,845,418	279,743	2,161,832	9.8%	84.4%	-87.1%	(1,882,089.09)
GENERAL FUND Total	15,256,423	1,410,650	3,003,480	9.2%	21.3%	-53.0%	(1,592,829.76)
Expense Total	15,256,423	1,410,650	3,003,480	9.2%	21.3%	-53.0%	(1,592,829.76)



Wasco County Monthly Report Public Works - Revenue Expense - July 2018

Filters	
Fd	202
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Revenue								
PUBLIC WORKS FUND								
NON-DEPARTMENTAL RESOURCES-R								
PUBLIC WORKS RESOURCES-R								
INVESTMENT EARNINGS-R	28,000	4,364	5,444	15.6%	15.6%	-19.8%	(1,080.52)	
TRANSFERS IN-R	-	-	-	#DIV/0!	0.0%	#DIV/0!	-	
INTERNAL SERVICES-R	3,180	-	265	0.0%	8.3%	-100.0%	(265.00)	
PUBLIC WORKS RESOURCES-R Total	31,180	4,364	5,709	14.0%	2.2%	-23.6%	(1,345.52)	
NON-DEPARTMENTAL RESOURCES-R Total	31,180	4,364	5,709	14.0%	2.2%	-23.6%	(1,345.52)	
PUBLIC WORKS-R								
PUBLIC WORKS-R								
LICENSES FEES & PERMITS-R	12,000	-	-	0.0%	0.0%	#DIV/0!	-	
INTERGOV'T REV - NON SINGLE AUDIT-R								
MOTOR VEHICLE FUNDS	2,449,182	-	-	0.0%	0.0%	#DIV/0!	-	
STATE GRANT/REIMBURSEMENT	75,000	-	-	0.0%	0.0%	#DIV/0!	-	
STP FUND EXCHANGE	276,389	-	-	0.0%	0.0%	#DIV/0!	-	
STATE PERMITS	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-	
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,800,571	-	-	0.0%	0.0%	#DIV/0!	-	
INTERGOV'T REV - SINGLE AUDIT-R	553,633	-	-	0.0%	0.0%	#DIV/0!	-	
MISCELLANEOUS-R	1,000	-	216	0.0%	21.6%	-100.0%	(215.87)	
SALE OF FIXED ASSETS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-	
CHARGES FOR SERVICES-R	210,000	7,733	8,194	3.7%	5.1%	-5.6%	(460.98)	
PUBLIC WORKS-R Total	3,587,204	7,733	8,410	0.2%	0.3%	-8.0%	(676.85)	
WEED & PEST-R								
CHARGES FOR SERVICES-R	225,000	-	-	0.0%	0.0%	#DIV/0!	-	



Wasco County Monthly Report Public Works - Revenue Expense - July 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to Year % Change	Current Year - Prior Year
				Year Budget Executed	Budget Executed		
WEED & PEST-R Total	225,000	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-R Total	3,812,204	7,733	8,410	0.2%	0.3%	-8.0%	(676.85)
PUBLIC WORKS FUND Total	3,843,384	12,097	14,119	0.3%	0.5%	-14.3%	(2,022.37)
Revenue Total	3,843,384	12,097	14,119	0.3%	0.5%	-14.3%	(2,022.37)
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,819,046	150,549	130,555	8.3%	7.0%	15.3%	19,993.29
MATERIALS & SERVICES-E	1,369,985	94,428	101,576	6.9%	8.1%	-7.0%	(7,147.90)
CAPITAL OUTLAY-E							
EASEMENTS	30,000	26,588	-	88.6%	0.0%	#DIV/0!	26,588.00
EQUIPMENT - ROAD	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
CAPITAL OUTLAY-E Total	30,000	26,588	-	88.6%	0.0%	#DIV/0!	26,588.00
PUBLIC WORKS-E Total	3,219,031	271,565	232,131	8.4%	6.9%	17.0%	39,433.39
WEED & PEST-E	247,151	10,192	9,974	4.1%	3.5%	2.2%	217.97
PUBLIC WORKS-E Total	3,466,182	281,757	242,105	8.1%	6.7%	16.4%	39,651.36
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	1	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
NON-DEPARTMENTAL EXPENDITURES-E Total	1	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
PUBLIC WORKS FUND Total	3,466,183	281,757	2,242,105	8.1%	39.8%	-87.4%	(1,960,348.64)
Expense Total	3,466,183	281,757	2,242,105	8.1%	39.8%	-87.4%	(1,960,348.64)



Wasco County Monthly Report All Funds Revenue Expense Summary - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Revenue								
911 COMMUNICATIONS FUND	1,193,501	20,817	15,436	1.7%	1.5%	34.9%	5,380.53	
911 EQUIPMENT RESERVE	30,050	2,500	261	8.3%	17.4%	858.3%	2,239.12	
CDBG GRANT FUND	5,233,605	494,866	(4,266)	9.5%	-0.1%	-11700.5%	499,131.48	
CLERK RECORDS FUND	9,700	828	850	8.5%	11.4%	-2.6%	(22.49)	
COMMUNITY CORRECTIONS FUND	1,961,772	8,725	8,723	0.4%	0.5%	0.0%	2.16	
COUNTY FAIR FUND	191,932	35,603	33,055	18.5%	16.4%	7.7%	2,547.74	
COUNTY SCHOOL FUND	417,765	0	-	0.0%	0.0%	#DIV/0!	0.01	
COURT FACILITIES SECURITY FUND	28,000	2,336	(2,182)	8.3%	-7.9%	-207.1%	4,517.47	
DISTRICT ATTORNEY	4,130	53	44	1.3%	1.1%	19.4%	8.63	
FACILITY CAPITAL RESERVE	880,000	75,432	702,864	8.6%	98.4%	-89.3%	(627,431.76)	
FOREST HEALTH PROGRAM FUND	2,700	224	297	8.3%	78.1%	-24.6%	(72.90)	
GENERAL FUND	13,506,975	226,283	152,037	1.7%	1.2%	48.8%	74,246.31	
GENERAL OPERATING RESERVE	923,333	75,587	703,127	8.2%	74.5%	-89.2%	(627,539.70)	
HOUSEHOLD HAZARDOUS WASTE FUND	422,800	470	399	0.1%	0.1%	17.8%	70.98	
KRAMER FIELD FUND	300	45	36	14.9%	21.8%	24.5%	8.81	
LAND CORNER PRESERVATION FUND	34,600	2,782	2,865	8.0%	8.3%	-2.9%	(82.74)	
LAW LIBRARY FUND	31,400	114	145	0.4%	0.5%	-21.5%	(31.18)	
MUSEUM	85,500	23,737	26,472	27.8%	28.6%	-10.3%	(2,735.47)	
PARKS FUND	88,000	4,375	2,941	5.0%	3.6%	48.8%	1,434.79	
PUBLIC WORKS FUND	3,843,384	12,097	14,119	0.3%	0.5%	-14.3%	(2,022.37)	
ROAD RESERVE FUND	42,001	4,659	2,003,060	11.1%	99.3%	-99.8%	(1,998,401.18)	
SPECIAL ECON DEV PAYMENTS FUND	1,252,800	188	302	0.0%	0.0%	-37.9%	(114.61)	
WEED & PEST CONTROL FUND	-	-	204	#DIV/0!	#DIV/0!	-100.0%	(204.01)	
YOUTH THINK FUND	154,400	130	114	0.1%	0.1%	13.8%	15.73	



Wasco County Monthly Report

All Funds Revenue Expense Summary - July 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current			Current Year - Prior Year
				Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	
CAPITAL ACQUISITIONS FUND	879,000	75,083	702,896	8.5%	98.3%	-89.3%	(627,812.30)
BUILDING CODES HOLDING	-	3,913,953	-	#DIV/0!	#DIV/0!	#DIV/0!	3,913,953.47
Revenue Total	31,217,648	4,980,886	4,363,799	16.0%	14.1%	14.1%	617,086.52
Expense							
911 COMMUNICATIONS FUND	1,164,917	110,452	76,942	9.5%	7.3%	43.6%	33,509.43
911 EQUIPMENT RESERVE	30,051	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,307,027	-	-	0.0%	0.0%	#DIV/0!	-
CLERK RECORDS FUND	10,217	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	2,442,047	201,220	120,374	8.2%	6.6%	67.2%	80,845.92
COUNTY FAIR FUND	183,688	38,296	3,285	20.8%	1.8%	1065.8%	35,010.51
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	-	2,182	0.0%	5.1%	-100.0%	(2,182.25)
DISTRICT ATTORNEY	16,141	150	2,100	0.9%	12.1%	-92.9%	(1,950.00)
FACILITY CAPITAL RESERVE	4,258,036	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	15,256,423	1,410,650	3,003,480	9.2%	21.3%	-53.0%	(1,592,829.76)
GENERAL OPERATING RESERVE	4,420,248	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	488,314	11,944	9,438	2.4%	2.6%	26.5%	2,505.73
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	22,181	1,557	6,498	7.0%	27.7%	-76.0%	(4,940.72)
LAW LIBRARY FUND	46,364	839	733	1.8%	1.6%	14.5%	106.00
MUSEUM	114,904	19,478	3,887	17.0%	3.7%	401.1%	15,591.05
PARKS FUND	117,525	5,419	2,132	4.6%	2.9%	154.2%	3,287.12
PUBLIC WORKS FUND	3,466,183	281,757	2,242,105	8.1%	39.8%	-87.4%	(1,960,348.64)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,570,169	5,000	8,641	0.3%	0.7%	-42.1%	(3,641.45)
WEED & PEST CONTROL FUND	-	-	1,099	#DIV/0!	0.5%	-100.0%	(1,098.56)
YOUTH THINK FUND	168,089	8,864	6,508	5.3%	4.0%	36.2%	2,355.82
CAPITAL ACQUISITIONS FUND	4,011,036	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	48,604,143	2,095,625	5,489,405	4.3%	11.7%	-61.8%	(3,393,779.80)



Wasco County Monthly Report Personnel - All Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	706,449	57,649	56,182	8.2%	8.3%	2.6%	1,466.26
COUNTY CLERK-E	289,743	22,750	22,095	7.9%	8.3%	3.0%	654.61
SHERIFF-E	2,075,933	179,578	166,847	8.7%	8.0%	7.6%	12,730.81
ADMINISTRATIVE SERVICES-E	1,854,057	151,808	141,804	8.2%	8.4%	7.1%	10,003.87
ADMINISTRATION-E	124,521	10,123	18,476	8.1%	13.6%	-45.2%	(8,353.11)
DISTRICT ATTORNEY-E	563,767	45,347	41,795	8.0%	6.9%	8.5%	3,551.81
PLANNING-E	758,854	53,677	53,909	7.1%	7.9%	-0.4%	(231.80)
PUBLIC WORKS-E	36,575	2,960	3,998	8.1%	10.4%	-26.0%	(1,038.47)
PREVENTION DIVISION-E	602,885	48,731	49,408	8.1%	8.5%	-1.4%	(676.75)
GENERAL FUND Total	7,012,784	572,621	554,514	8.2%	8.2%	3.3%	18,107.23
PUBLIC WORKS FUND	1,920,597	160,739	139,636	8.4%	7.1%	15.1%	21,103.04
911 COMMUNICATIONS FUND	869,213	75,722	68,739	8.7%	8.0%	10.2%	6,982.65
COMMUNITY CORRECTIONS FUND	792,121	57,951	58,554	7.3%	8.0%	-1.0%	(602.60)
COUNTY FAIR FUND	15,097	1,223	1,699	8.1%	8.0%	-28.0%	(475.80)
HOUSEHOLD HAZARDOUS WASTE FUND	152,189	9,350	8,085	6.1%	8.8%	15.6%	1,265.01
LAND CORNER PRESERVATION FUND	16,581	1,349	3,998	8.1%	22.3%	-66.3%	(2,649.05)
MUSEUM	39,254	2,836	2,988	7.2%	8.7%	-5.1%	(152.30)
PARKS FUND	35,230	2,854	2,077	8.1%	8.0%	37.4%	777.45
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	83,046	6,875	6,508	8.3%	8.3%	5.6%	367.42
Expense Total	10,936,112	891,521	846,798	8.2%	8.0%	5.3%	44,723.05



Wasco County Monthly Report Materials and Services All Funds - July 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	84,979	2,649	4,447	3.1%	4.9%	-40.4%	(1,798.26)
COUNTY CLERK-E	48,664	385	775	0.8%	1.4%	-50.3%	(389.51)
SHERIFF-E	238,341	16,924	19,268	7.1%	7.5%	-12.2%	(2,344.12)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	410,293	91,274	87,804	22.2%	21.3%	4.0%	3,470.42
EMPLOYEE & ADMINISTRATIVE SERVICES-E	110,518	4,063	337	3.7%	0.3%	1105.3%	3,725.53
FACILITIES-E	340,340	21,050	12,475	6.2%	3.4%	68.7%	8,574.80
ADMINISTRATION-E							
ADMINISTRATION-E	525,665	120,328	292	22.9%	0.1%	41051.9%	120,035.70
PASS-THROUGH GRANTS-E	321,885	16,750	1,724	5.2%	1.0%	871.8%	15,026.43
NORCOR-E	1,352,590	214,598	120,396	15.9%	8.2%	78.2%	94,202.67
VETERANS-E	18,078	241	473	1.3%	3.0%	-49.0%	(231.64)
SPECIAL PAYMENTS-E	477,746	40,105	34,725	8.4%	8.0%	15.5%	5,380.50
DISTRICT ATTORNEY-E	117,028	2,974	809	2.5%	0.8%	267.4%	2,164.46
PLANNING-E	52,051	13,470	702	25.9%	1.0%	1819.3%	12,767.89
PUBLIC WORKS-E							
SURVEYOR-E	7,500	51	726	0.7%	7.6%	-93.0%	(675.89)
WATERMASTER-E	3,730	6	265	0.2%	11.0%	-97.6%	(258.60)
PREVENTION DIVISION-E	33,092	218	1,916	0.7%	5.0%	-88.6%	(1,698.28)
GENERAL FUND Total	4,142,500	545,086	287,133	13.2%	6.9%	89.8%	257,952.10
PUBLIC WORKS FUND	1,515,585	94,429	102,469	6.2%	7.3%	-7.8%	(8,039.68)
911 COMMUNICATIONS FUND	226,297	32,230	8,203	14.2%	4.1%	292.9%	24,026.78
CLERK RECORDS FUND	10,217	-	-	0.0%	0.0%	#DIV/0!	-



Wasco County Monthly Report Materials and Services All Funds - July 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
COMMUNITY CORRECTIONS FUND	1,649,926	143,269	61,821	8.7%	6.2%	131.7%	81,448.52
COUNTY FAIR FUND	168,590	37,072	1,586	22.0%	1.0%	2237.5%	35,486.31
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	-	2,182	0.0%	5.1%	-100.0%	(2,182.25)
DISTRICT ATTORNEY	16,141	150	300	0.9%	1.9%	-50.0%	(150.00)
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	299,125	2,594	1,353	0.9%	0.5%	91.7%	1,240.72
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	5,500	208	-	3.8%	0.0%	#DIV/0!	208.33
LAW LIBRARY FUND	46,364	839	733	1.8%	1.6%	14.5%	106.00
MUSEUM	69,150	16,642	899	24.1%	1.3%	1751.1%	15,743.35
PARKS FUND	62,295	2,565	56	4.1%	0.1%	4507.3%	2,509.67
SPECIAL ECON DEV PAYMENTS FUND	975,169	-	3,641	0.0%	0.5%	-100.0%	(3,641.45)
WEED & PEST CONTROL FUND	-	-	1,099	#DIV/0!	#DIV/0!	-100.0%	(1,098.56)
YOUTH THINK FUND	85,043	1,988	-	2.3%	0.0%	#DIV/0!	1,988.40
Expense Total	9,791,868	877,074	471,475	9.0%	5.5%	86.0%	405,598.24



Wasco County Monthly Report Capital All Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	1,255,721	13,200	-	1.1%	0.0%	#DIV/0!	13,200.00
PUBLIC WORKS FUND	30,000	26,588	-	88.6%	0.0%	#DIV/0!	26,588.00
COUNTY FAIR FUND	1	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	100	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	37,000	-	-	0.0%	0.0%	#DIV/0!	-
MUSEUM	6,500	-	-	0.0%	0.0%	#DIV/0!	-
911 COMMUNICATIONS FUND	3,926	-	-	0.0%	#DIV/0!	#DIV/0!	-
PARKS FUND	20,000	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
CLERK RECORDS FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	-	-	0.0%	0.0%	#DIV/0!	-
911 EQUIPMENT RESERVE	30,051	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	4,243,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,420,248	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,307,027	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	24,280,263	39,788	-	0.2%	0.0%	#DIV/0!	39,788.00

Wasco County Monthly Report Transfers All Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	20,743.17	15,332	8.3%	6.2%	35.3%	5,410.92
911 EQUIPMENT RESERVE	30,000.00	2,500.00	-	8.3%	#DIV/0!	#DIV/0!	2,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	850,000.00	70,833.33	700,000	8.3%	100.0%	-89.9%	(629,166.67)
GENERAL FUND	680,000.00	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)
GENERAL OPERATING RESERVE	893,333.00	70,833.33	700,000	7.9%	75.3%	-89.9%	(629,166.67)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	70,833.33	700,000	8.3%	100.0%	-89.9%	(629,166.67)
Transfer In Total	3,603,752.00	287,243.16	4,171,132	8.0%	75.7%	-93.1%	(3,883,889.09)
Transfer Out							
911 COMMUNICATIONS FUND	77,259.00	2,500.00	-	3.2%	#DIV/0!	#DIV/0!	2,500.00
911 EQUIPMENT RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
DISTRICT ATTORNEY	-	-	1,800	#DIV/0!	100.0%	-100.0%	(1,800.00)
FACILITY CAPITAL RESERVE	15,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	2,845,418.00	279,743.16	2,161,832	9.8%	84.4%	-87.1%	(1,882,089.09)
LAND CORNER PRESERVATION FUND	-	-	2,500	#DIV/0!	100.0%	-100.0%	(2,500.00)
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
SPECIAL ECON DEV PAYMENTS FUND	595,000.00	5,000.00	5,000	0.8%	0.8%	0.0%	-
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
Transfer Out Total	3,607,678.00	287,243.16	4,171,132	8.0%	75.7%	-93.1%	(3,883,889.09)



Wasco County Monthly Report Reserve Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
FACILITY CAPITAL RESERVE	880,000	75,432	702,864	8.6%	98.4%	-89.3%	(627,431.76)
GENERAL OPERATING RESERVE	923,333	75,587	703,127	8.2%	74.5%	-89.2%	(627,539.70)
ROAD RESERVE FUND	42,001	4,659	2,003,060	11.1%	99.3%	-99.8%	(1,998,401.18)
CAPITAL ACQUISITIONS FUND	879,000	75,083	702,896	8.5%	98.3%	-89.3%	(627,812.30)
BUILDING CODES HOLDING	-	3,913,953	-	#DIV/0!	#DIV/0!	#DIV/0!	3,913,953.47
Revenue Total	2,724,334	4,144,715	4,111,947	152.1%	93.7%	0.8%	32,768.53
Expense							
FACILITY CAPITAL RESERVE	4,258,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,420,248	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	17,604,937	-	-	0.0%	0.0%	#DIV/0!	-



Wasco County Monthly Report Investment/Interest All Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
Revenue							
INTEREST EARNED	277,099	103,511	27,906	37.4%	18.7%	270.9%	75,604.81
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	3	3	1.3%	1.5%	-16.4%	(0.49)
Revenue Total	277,299	103,513	27,909	37.3%	18.7%	270.9%	75,604.32

Reconciliation Review 8/8/18

July 2018 Ascend to Eden Tax Receivable Reconciliation

- No variances – Balances
- The odd coding issue for the CAFFA account in Ascend is showing as “Property Tax Interest Receivable” – it is not. This is on the queue to be addressed but vendor response is slow. It is not imported to Eden and is not impacting the reports from Ascend – except this one.
- Accruals for Tax Receipts do not impact this account so June does not need to be redone

June 2018 Ascend to Eden Tax Receipts – 2nd review after accrual

- On Eden, accrue property taxes for General Fund, Library District and 4-H/OSU Extension Office for FY18 although received in July 2018
 - Accruals are to revenue and deferred revenue
- Accruals not done on Ascend
- JV 18-10502 to adjust for the accrual
- No variances once accrual is considered

July 2018 Ascend to Eden Tax Receipts

- On Eden, accrue property taxes for General Fund, Library District and 4-H/OSU Extension Office for FY18 although received in July 2018
 - Accruals are to revenue and deferred revenue
- Accruals not done on Ascend
- JV 18-10502 to adjust for the accrual
- No variances once accrual is considered

June 2018 General Ledger to AR Subledger – 2nd Review after July Accruals

- GL 13201 balances to subledger with no variances
- The \$0.30 payment on account is still outstanding but is cleared in July
- Accruals for July into June are entered directly to the GL 13301 and do not get entered to the subledger – this is balanced to the JV entries making the entry

July 2018 General Ledger to AR Subledger

- GL 13201 balances to subledger with no variances
- The \$0.30 credit has cleared out and is no longer outstanding
- Manual accruals to General Ledger have zeroed out as of 7/31/18 as should be

June 2018 Transfers in to Transfer out – for second review

- Balances – the Transfer-in amount = Transfer-out amount after adjustment done for year end

July 2018 Transfers in to Transfer out

- Balances – the Transfer-in amount = Transfer-out amount

July 2018 Building Codes LGIP account (agency)

- Balances – No variances

Reviewed _____ Date _____

Reviewed _____ Date _____

July 2018 Ascend to Eden Tax Receivable Reconciliation

Eden Fund & Name	Eden GL & Name	tax_year	Data				Eden GL	Ascend - Eden
			Beginning Bal	Certified	Receipts	Ending Bal		
101 - General Fund	101.13101 - Property Taxes Principal Receivable		580,693.11	-	23,056.29	557,636.82	557,636.82	-
	101.13102 - Property Taxes Interest Receivable		6,517.61	2,815.85	3,246.36	6,087.10	6,087.10	-
	101.13103 - Miscellaneous Receivable		22,983.83	1,800.00	1,582.14	23,201.69	23,201.69	-
706 - Library District	706.13101 - Property Taxes Principal Receivable		89,117.95	-	3,557.15	85,560.80	85,560.80	-
	706.13102 - Property Taxes Interest Receivable		515.41	291.64	334.20	472.85	472.85	-
707 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable		33,721.99	-	1,346.01	32,375.98	32,375.98	-
	707.13102 - Property Taxes Interest Receivable		194.86	110.37	126.48	178.75	178.75	-
801 - Central OR CC	801.13101 - Property Taxes Principal Receivable		481.92	-	19.12	462.80	462.80	-
	801.13102 - Property Taxes Interest Receivable		5.16	2.30	2.65	4.81	4.81	-
802 - CGCC	802.13101 - Property Taxes Principal Receivable		85,482.93	-	3,348.32	82,134.61	82,134.61	-
	802.13102 - Property Taxes Interest Receivable		1,270.65	413.86	478.18	1,206.33	1,206.33	-
803 - ESD North Central	803.13101 - Property Taxes Principal Receivable		360.35	-	14.22	346.13	346.13	-
	803.13102 - Property Taxes Interest Receivable		3.54	1.63	1.83	3.34	3.34	-
804 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable		62,708.64	-	2,496.76	60,211.88	60,211.88	-
	804.13102 - Property Taxes Interest Receivable		780.46	305.08	351.73	733.81	733.81	-
806 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable		350.50	-	13.72	336.78	336.78	-
	806.13102 - Property Taxes Interest Receivable		4.82	1.65	1.91	4.56	4.56	-
807 - School District 12	807.13101 - Property Taxes Principal Receivable		116,344.56	-	4,609.93	111,734.63	111,734.63	-
	807.13102 - Property Taxes Interest Receivable		2,345.31	576.44	666.81	2,254.94	2,254.94	-
808 - School District 21	808.13101 - Property Taxes Principal Receivable		514,904.70	-	20,506.67	494,398.03	494,398.03	-
	808.13102 - Property Taxes Interest Receivable		5,351.62	2,513.49	2,898.96	4,966.15	4,966.15	-
809 - School District 21J	809.13101 - Property Taxes Principal Receivable		511.22	-	20.13	491.09	491.09	-
	809.13102 - Property Taxes Interest Receivable		3.68	2.41	2.72	3.37	3.37	-
810 - School District 29	810.13101 - Property Taxes Principal Receivable		101,262.24	-	3,985.38	97,276.86	97,276.86	-
	810.13102 - Property Taxes Interest Receivable		1,207.89	500.44	575.04	1,133.29	1,133.29	-
812 - School District 59	812.13101 - Property Taxes Principal Receivable		10,379.82	-	413.82	9,966.00	9,966.00	-
	812.13102 - Property Taxes Interest Receivable		126.95	50.99	59.10	118.84	118.84	-
814 - School District 67	814.13101 - Property Taxes Principal Receivable		211.84	-	8.49	203.35	203.35	-
	814.13102 - Property Taxes Interest Receivable		1.76	0.90	1.00	1.66	1.66	-
817 - School District 9	817.13101 - Property Taxes Principal Receivable		187.14	-	-	187.14	187.14	-
	817.13102 - Property Taxes Interest Receivable		487.60	-	-	487.60	487.60	-
818 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable		95,032.70	-	3,782.45	91,250.25	91,250.25	-
	818.13102 - Property Taxes Interest Receivable		1,261.03	458.90	528.63	1,191.30	1,191.30	-
830 - Antelope	830.13101 - Property Taxes Principal Receivable		220.83	-	9.96	210.87	210.87	-
	830.13102 - Property Taxes Interest Receivable		6.12	0.74	0.89	5.97	5.97	-
831 - Dufur	831.13101 - Property Taxes Principal Receivable		4,880.07	-	193.12	4,686.95	4,686.95	-
	831.13102 - Property Taxes Interest Receivable		45.83	17.21	20.00	43.04	43.04	-
832 - Maupin	832.13101 - Property Taxes Principal Receivable		17,438.25	-	694.71	16,743.54	16,743.54	-
	832.13102 - Property Taxes Interest Receivable		113.68	56.01	63.97	105.72	105.72	-
833 - Mosier	833.13101 - Property Taxes Principal Receivable		4,271.50	-	170.79	4,100.71	4,100.71	-
	833.13102 - Property Taxes Interest Receivable		29.13	13.82	15.83	27.12	27.12	-
835 - Shaniko	835.13101 - Property Taxes Principal Receivable		250.55	-	10.07	240.48	240.48	-

July 2018 Ascend to Eden Tax Receivable Reconciliation

Eden Fund & Name	Eden GL & Name	tax_year	Data				Eden GL	Ascend - Eden
			Beginning Bal	Certified	Receipts	Ending Bal		
	835.13102 - Property Taxes Interest Receivable		0.21	0.48	0.49	0.20	0.20	-
836 - The Dalles	836.13101 - Property Taxes Principal Receivable		194,396.97	-	7,747.15	186,649.82	186,649.82	-
	836.13102 - Property Taxes Interest Receivable		1,470.51	637.44	730.81	1,377.14	1,377.14	-
850 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable		4,050.85	-	161.79	3,889.06	3,889.06	-
	850.13102 - Property Taxes Interest Receivable		28.06	12.44	14.00	26.50	26.50	-
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,548.41	-	300.26	7,248.15	7,248.15	-
	851.13102 - Property Taxes Interest Receivable		54.40	24.99	28.71	50.68	50.68	-
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		654.62	-	25.79	628.83	628.83	-
	852.13102 - Property Taxes Interest Receivable		4.38	2.16	2.47	4.07	4.07	-
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,208.80	-	205.96	5,002.84	5,002.84	-
	853.13102 - Property Taxes Interest Receivable		35.49	17.07	19.57	32.99	32.99	-
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		198,678.06	-	7,876.53	190,801.53	190,801.53	-
	854.13102 - Property Taxes Interest Receivable		1,404.13	655.01	751.54	1,307.60	1,307.60	-
856 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable		13.45	-	-	13.45	13.45	-
	856.13102 - Property Taxes Interest Receivable		4.52	-	-	4.52	4.52	-
857 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable		71,938.54	-	2,882.49	69,056.05	69,056.05	-
	857.13102 - Property Taxes Interest Receivable		418.96	240.21	270.69	388.48	388.48	-
858 - NORCOR	858.13101 - Property Taxes Principal Receivable		9,703.76	-	363.76	9,340.00	9,340.00	-
	858.13102 - Property Taxes Interest Receivable		233.79	61.43	76.94	218.28	218.28	-
860 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		20,581.32	-	819.16	19,762.16	19,762.16	-
	860.13102 - Property Taxes Interest Receivable		213.74	67.15	76.96	203.93	203.93	-
861 - White River Health	861.13101 - Property Taxes Principal Receivable		14,624.99	-	585.89	14,039.10	14,039.10	-
	861.13102 - Property Taxes Interest Receivable		89.04	47.90	54.92	82.02	82.02	-
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		32,759.86	-	1,290.92	31,468.94	31,468.94	-
	862.13102 - Property Taxes Interest Receivable		184.36	102.57	116.52	170.41	170.41	-
864 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		13,177.99	-	526.80	12,651.19	12,651.19	-
	864.13102 - Property Taxes Interest Receivable		74.75	43.58	49.99	68.34	68.34	-
878 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		473.18	-	18.49	454.69	454.69	-
	878.13102 - Property Taxes Interest Receivable		2.69	1.37	1.54	2.52	2.52	-
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,648.27	-	263.34	6,384.93	6,384.93	-
	879.13102 - Property Taxes Interest Receivable		47.05	22.37	25.79	43.63	43.63	-
880 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		15,923.51	-	618.35	15,305.16	15,305.16	-
	880.13102 - Property Taxes Interest Receivable		106.75	52.73	60.28	99.20	99.20	-
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		97,442.12	-	3,876.34	93,565.78	93,565.78	-
	881.13102 - Property Taxes Interest Receivable		655.59	322.26	369.42	608.43	608.43	-
882 - Rock Creek District	882.13101 - Property Taxes Principal Receivable		1.03	-	-	1.03	1.03	-
	882.13102 - Property Taxes Interest Receivable		0.09	-	-	0.09	0.09	-
Grand Total			2,460,923.99	12,244.89	109,429.20	2,363,739.68	2,363,739.68	-

Mike M 8/6/18

783 - CATF Trust	783.13102 - Property Taxes Interest Receivable		15,597.54	5,877.81	6,904.88	14,570.47		
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July 2018 Ascend to Eden Tax Receivable Reconciliation

			Data					
Eden Fund & Name	Eden GL & Name	tax_year	Beginning Bal	Certified	Receipts	Ending Bal	Eden GL	Ascend - Eden
Not interest receiveable - this is the odd entry on Ascend that we are trying to get the Ascend to fix								

FY18		Reconcile through June as of 7/3/18 - Mike M; 2nd Reconcile through June after July Accrual as of 8/8/18 - Mike M;						FY18			
Eden Account	Eden	FY17 accrual		Charter	12/8 BNSF	FY18 Accrual	Eden Total	Ascend	Ascend	Ascend Total	
		FY17 accrual JV 17-10233	JV 17-10236; 18-10105; CR38019	FY17 Accrual JV 17-10260	Appeal Holdback - 788						Appeal Holdback - 788
101.00.1101.410.102	8,680,798.35	-	-	-	30,598.69	46,162.09	-	8,757,559.13	8,757,559.13	-	8,757,559.13
101.00.1101.410.103	257,142.44	39,733.90	51,605.89	-	-	-	(26,302.65)	322,179.58	322,179.58	-	322,179.58
706.97.3706.422.114	37,103.88	-	-	13,456.02	-	-	(3,891.35)	46,668.55	46,668.55	-	46,668.55
706.97.3706.422.115	1,350,612.88	-	-	-	-	-	-	1,350,612.88	1,350,612.88	-	1,350,612.88
707.97.3707.422.114	14,039.66	-	-	5,091.18	-	-	(1,472.49)	17,658.35	17,658.35	-	17,658.35
707.97.3707.422.115	511,120.48	-	-	-	-	-	-	511,120.48	511,120.48	-	511,120.48
783.97.3783.422.127	101,562.42	-	-	-	-	-	-	101,562.42	101,562.42	-	101,562.42
783.97.3783.422.128	29,481.96	-	-	-	-	-	-	29,481.96	29,481.96	-	29,481.96
801.98.2801.422.114	260.82	-	-	-	-	-	-	260.82	260.82	-	260.82
801.98.2801.422.115	7,403.86	-	-	-	-	-	-	7,403.86	7,403.86	-	7,403.86
802.98.2802.422.114	47,956.07	-	-	-	-	-	-	47,956.07	47,956.07	-	47,956.07
802.98.2802.422.115	1,254,511.93	-	-	-	-	-	-	1,254,511.93	1,254,511.93	-	1,254,511.93
803.98.2803.422.114	180.32	-	-	-	-	-	-	180.32	180.32	-	180.32
803.98.2803.422.115	5,773.76	-	-	-	-	-	-	5,773.76	5,773.76	-	5,773.76
804.98.2804.422.114	34,924.75	-	-	-	-	-	-	34,924.75	34,924.75	-	34,924.75
804.98.2804.422.115	947,838.27	-	-	-	-	-	-	947,838.27	947,838.27	-	947,838.27
806.98.2806.422.114	194.42	-	-	-	-	-	-	194.42	194.42	-	194.42
806.98.2806.422.115	5,207.52	-	-	-	-	-	-	5,207.52	5,207.52	-	5,207.52
807.98.2807.422.114	66,355.01	-	-	-	-	-	-	66,355.01	66,355.01	-	66,355.01
807.98.2807.422.115	1,712,009.80	-	-	-	-	-	-	1,712,009.80	1,712,009.80	-	1,712,009.80
808.98.2808.422.114	287,953.21	-	-	-	-	-	-	287,953.21	287,953.21	-	287,953.21
808.98.2808.422.115	7,761,675.24	-	-	-	-	-	-	7,761,675.24	7,761,675.24	-	7,761,675.24
809.98.2809.422.114	271.75	-	-	-	-	-	-	271.75	271.75	-	271.75
809.98.2809.422.115	7,848.15	-	-	-	-	-	-	7,848.15	7,848.15	-	7,848.15
810.98.2810.422.114	57,873.67	-	-	-	-	-	-	57,873.67	57,873.67	-	57,873.67
810.98.2810.422.115	1,473,142.73	-	-	-	-	-	-	1,473,142.73	1,473,142.73	-	1,473,142.73
812.98.2812.422.114	5,860.23	-	-	-	-	-	-	5,860.23	5,860.23	-	5,860.23
812.98.2812.422.115	155,776.01	-	-	-	-	-	-	155,776.01	155,776.01	-	155,776.01
814.98.2814.422.114	93.73	-	-	-	-	-	-	93.73	93.73	-	93.73
814.98.2814.422.115	3,673.47	-	-	-	-	-	-	3,673.47	3,673.47	-	3,673.47
817.98.2817.422.114	-	-	-	-	-	-	-	-	-	-	-
818.98.2818.422.114	52,555.03	-	-	-	-	-	-	52,555.03	52,555.03	-	52,555.03
818.98.2818.422.115	1,444,248.31	-	-	-	-	-	-	1,444,248.31	1,444,248.31	-	1,444,248.31

FY18		Reconcile through June as of 7/3/18 - Mike M; 2nd Reconcile through June after July Accrual as of 8/8/18 - Mike M;							FY18			
Eden Account	Eden	FY17	FY17 accrual	FY17	Charter	12/8 BNSF	FY18 Accrual	Eden Total	Ascend	Ascend Adj	Ascend Total	
		accrual JV 17-10233	JV 17-10233; CR38019	Accrual JV 17-10260	Appeal Holdback - 788	Appeal Holdback - 788	JV 18-10502-R					
830.98.2830.422.114	92.69	-	-	-	-	-	-	92.69	92.69	-	92.69	
830.98.2830.422.115	4,289.29	-	-	-	-	-	-	4,289.29	4,289.29	-	4,289.29	
831.98.2831.422.114	2,805.31	-	-	-	-	-	-	2,805.31	2,805.31	-	2,805.31	
831.98.2831.422.115	67,201.38	-	-	-	-	-	-	67,201.38	67,201.38	-	67,201.38	
832.98.2832.422.114	8,966.95	-	-	-	-	-	-	8,966.95	8,966.95	-	8,966.95	
832.98.2832.422.115	267,611.96	-	-	-	-	-	-	267,611.96	267,611.96	-	267,611.96	
833.98.2833.422.114	2,201.79	-	-	-	-	-	-	2,201.79	2,201.79	-	2,201.79	
833.98.2833.422.115	65,587.15	-	-	-	-	-	-	65,587.15	65,587.15	-	65,587.15	
835.98.2835.422.114	74.12	-	-	-	-	-	-	74.12	74.12	-	74.12	
835.98.2835.422.115	5,194.09	-	-	-	-	-	-	5,194.09	5,194.09	-	5,194.09	
836.98.2836.422.114	102,035.13	-	-	-	-	-	-	102,035.13	102,035.13	-	102,035.13	
836.98.2836.422.115	2,932,454.94	-	-	-	-	-	-	2,932,454.94	2,932,454.94	-	2,932,454.94	
850.98.2850.422.114	1,923.69	-	-	-	-	-	-	1,923.69	1,923.69	-	1,923.69	
850.98.2850.422.115	65,387.22	-	-	-	-	-	-	65,387.22	65,387.22	-	65,387.22	
851.98.2851.422.114	4,010.57	-	-	-	-	-	-	4,010.57	4,010.57	-	4,010.57	
851.98.2851.422.115	112,491.03	-	-	-	-	-	-	112,491.03	112,491.03	-	112,491.03	
852.98.2852.422.114	342.30	-	-	-	-	-	-	342.30	342.30	-	342.30	
852.98.2852.422.115	9,763.81	-	-	-	-	-	-	9,763.81	9,763.81	-	9,763.81	
853.98.2853.422.114	2,767.87	-	-	-	-	-	-	2,767.87	2,767.87	-	2,767.87	
853.98.2853.422.115	77,145.33	-	-	-	-	-	-	77,145.33	77,145.33	-	77,145.33	
854.98.2854.422.114	105,731.05	-	-	-	-	-	-	105,731.05	105,731.05	-	105,731.05	
854.98.2854.422.115	2,945,865.34	-	-	-	-	-	-	2,945,865.34	2,945,865.34	-	2,945,865.34	
856.98.2856.422.114	-	-	-	-	-	-	-	-	-	-	-	
857.98.2857.422.114	37,131.51	-	-	-	-	-	-	37,131.51	37,131.51	-	37,131.51	
857.98.2857.422.115	1,094,105.21	-	-	-	-	-	-	1,094,105.21	1,094,105.21	-	1,094,105.21	
858.98.2858.422.114	10,817.71	-	-	-	-	-	-	10,817.71	10,817.71	-	10,817.71	
858.98.2858.422.115	-	-	-	-	-	-	-	-	-	-	-	

FY18		Reconcile through June as of 7/3/18 - Mike M; 2nd Reconcile through June after July Accrual as of 8/8/18 - Mike M;							FY18			
Eden Account	Eden	FY17 accrual JV 17-10233	FY17 accrual JV 17-10236; 18-10105; CR38019	FY17 Accrual JV 17-10260	Charter Appeal Holdback - 788	12/8 BNSF Appeal Holdback - 788	FY18 Accrual JV 18-10502- R	Eden Total	Ascend	Ascend Adj	Ascend Total	
860.98.2860.422.114	10,745.75	-	-	-	-	-	-	10,745.75	10,745.75	-	10,745.75	
860.98.2860.422.115	311,005.39	-	-	-	-	-	-	311,005.39	311,005.39	-	311,005.39	
861.98.2861.422.114	7,625.30	-	-	-	-	-	-	7,625.30	7,625.30	-	7,625.30	
861.98.2861.422.115	223,431.96	-	-	-	-	-	-	223,431.96	223,431.96	-	223,431.96	
862.98.2862.422.114	16,625.12	-	-	-	-	-	-	16,625.12	16,625.12	-	16,625.12	
862.98.2862.422.115	501,919.88	-	-	-	-	-	-	501,919.88	501,919.88	-	501,919.88	
864.98.2864.422.114	6,997.70	-	-	-	-	-	-	6,997.70	6,997.70	-	6,997.70	
864.98.2864.422.115	198,283.13	-	-	-	-	-	-	198,283.13	198,283.13	-	198,283.13	
878.98.2878.422.114	225.53	-	-	-	-	-	-	225.53	225.53	-	225.53	
878.98.2878.422.115	7,532.12	-	-	-	-	-	-	7,532.12	7,532.12	-	7,532.12	
879.98.2879.422.114	3,630.62	-	-	-	-	-	-	3,630.62	3,630.62	-	3,630.62	
879.98.2879.422.115	96,346.62	-	-	-	-	-	-	96,346.62	96,346.62	-	96,346.62	
880.98.2880.422.114	8,750.21	-	-	-	-	-	-	8,750.21	8,750.21	-	8,750.21	
880.98.2880.422.115	224,196.96	-	-	-	-	-	-	224,196.96	224,196.96	-	224,196.96	
881.98.2881.422.114	51,646.28	-	-	-	-	-	-	51,646.28	51,646.28	-	51,646.28	
881.98.2881.422.115	1,453,852.31	-	-	-	-	-	-	1,453,852.31	1,453,852.31	-	1,453,852.31	
882.98.2881.422.114	0.18	-	-	-	-	-	-	0.18	0.18	-	0.18	
882.98.2882.422.114	-	-	-	-	-	-	-	-	-	-	-	
	37,364,262.63	39,733.90	51,605.89	18,547.20	30,598.69	46,162.09	(31,666.49)	37,519,243.91	37,519,243.91	-	37,519,243.91	

Eden Account	Variance E-A
101.00.1101.410.102	-
101.00.1101.410.103	-
706.97.3706.422.114	-
706.97.3706.422.115	-
707.97.3707.422.114	-
707.97.3707.422.115	-
783.97.3783.422.127	-
783.97.3783.422.128	-
801.98.2801.422.114	-
801.98.2801.422.115	-
802.98.2802.422.114	-
802.98.2802.422.115	-
803.98.2803.422.114	-
803.98.2803.422.115	-
804.98.2804.422.114	-
804.98.2804.422.115	-
806.98.2806.422.114	-
806.98.2806.422.115	-
807.98.2807.422.114	-
807.98.2807.422.115	-
808.98.2808.422.114	-
808.98.2808.422.115	-
809.98.2809.422.114	-
809.98.2809.422.115	-
810.98.2810.422.114	-
810.98.2810.422.115	-
812.98.2812.422.114	-
812.98.2812.422.115	-
814.98.2814.422.114	-
814.98.2814.422.115	-
817.98.2817.422.114	-
818.98.2818.422.114	-
818.98.2818.422.115	-

Eden Account	Variance E-A
830.98.2830.422.114	-
830.98.2830.422.115	-
831.98.2831.422.114	-
831.98.2831.422.115	-
832.98.2832.422.114	-
832.98.2832.422.115	-
833.98.2833.422.114	-
833.98.2833.422.115	-
835.98.2835.422.114	-
835.98.2835.422.115	-
836.98.2836.422.114	-
836.98.2836.422.115	-
850.98.2850.422.114	-
850.98.2850.422.115	-
851.98.2851.422.114	-
851.98.2851.422.115	-
852.98.2852.422.114	-
852.98.2852.422.115	-
853.98.2853.422.114	-
853.98.2853.422.115	-
854.98.2854.422.114	-
854.98.2854.422.115	-
856.98.2856.422.114	-
857.98.2857.422.114	-
857.98.2857.422.115	-
858.98.2858.422.114	-
858.98.2858.422.115	-

Eden Account	Variance E-A
860.98.2860.422.114	-
860.98.2860.422.115	-
861.98.2861.422.114	-
861.98.2861.422.115	-
862.98.2862.422.114	-
862.98.2862.422.115	-
864.98.2864.422.114	-
864.98.2864.422.115	-
878.98.2878.422.114	-
878.98.2878.422.115	-
879.98.2879.422.114	-
879.98.2879.422.115	-
880.98.2880.422.114	-
880.98.2880.422.115	-
881.98.2881.422.114	-
881.98.2881.422.115	-
882.98.2881.422.114	-
882.98.2882.422.114	-
	-

	June	Mike 7/3/18 Mike 8/8/18	June			
Eden Account	Eden	FY18 Accrual JV 18-10502- R	Eden Total	Ascend	Ascend Adj Total	Variance E- A
101.00.1101.410.102	34,493.74		34,493.74	34,493.74	34,493.74	-
101.00.1101.410.103	44,896.43	(26,302.65)	18,593.78	18,593.78	18,593.78	-
706.97.3706.422.114	6,502.09	(3,891.35)	2,610.74	2,610.74	2,610.74	-
706.97.3706.422.115	5,319.60		5,319.60	5,319.60	5,319.60	-
707.97.3707.422.114	2,460.41	(1,472.49)	987.92	987.92	987.92	-
707.97.3707.422.115	2,013.13		2,013.13	2,013.13	2,013.13	-
783.97.3783.422.127	8,615.34		8,615.34	8,615.34	8,615.34	-
783.97.3783.422.128	2,499.01		2,499.01	2,499.01	2,499.01	-
801.98.2801.422.114	15.13		15.13	15.13	15.13	-
801.98.2801.422.115	29.13		29.13	29.13	29.13	-
802.98.2802.422.114	2,750.94		2,750.94	2,750.94	2,750.94	-
802.98.2802.422.115	4,941.13		4,941.13	4,941.13	4,941.13	-
803.98.2803.422.114	10.67		10.67	10.67	10.67	-
803.98.2803.422.115	22.71		22.71	22.71	22.71	-
804.98.2804.422.114	2,015.68		2,015.68	2,015.68	2,015.68	-
804.98.2804.422.115	3,733.20		3,733.20	3,733.20	3,733.20	-
806.98.2806.422.114	11.27		11.27	11.27	11.27	-
806.98.2806.422.115	20.45		20.45	20.45	20.45	-
807.98.2807.422.114	3,841.85		3,841.85	3,841.85	3,841.85	-
807.98.2807.422.115	6,743.08		6,743.08	6,743.08	6,743.08	-
808.98.2808.422.114	16,623.38		16,623.38	16,623.38	16,623.38	-
808.98.2808.422.115	30,570.87		30,570.87	30,570.87	30,570.87	-
809.98.2809.422.114	15.76		15.76	15.76	15.76	-
809.98.2809.422.115	30.87		30.87	30.87	30.87	-
810.98.2810.422.114	3,363.22		3,363.22	3,363.22	3,363.22	-
810.98.2810.422.115	5,802.23		5,802.23	5,802.23	5,802.23	-
812.98.2812.422.114	338.34		338.34	338.34	338.34	-
812.98.2812.422.115	613.53		613.53	613.53	613.53	-
814.98.2814.422.114	5.70		5.70	5.70	5.70	-
814.98.2814.422.115	14.47		14.47	14.47	14.47	-
817.98.2817.422.114	-		-	-	-	-
818.98.2818.422.114	3,028.36		3,028.36	3,028.36	3,028.36	-
818.98.2818.422.115	5,688.43		5,688.43	5,688.43	5,688.43	-

	June	Mike 7/3/18		June		
		Mike 8/8/18				
		FY18 Accrual			Ascend	Variance E-
Eden Account	Eden	JV 18-10502-	Eden Total	Ascend	Ascend Adj Total	A
	R					
830.98.2830.422.114	6.43		6.43	6.43	6.43	-
830.98.2830.422.115	16.86		16.86	16.86	16.86	-
831.98.2831.422.114	160.64		160.64	160.64	160.64	-
831.98.2831.422.115	264.67		264.67	264.67	264.67	-
832.98.2832.422.114	497.10		497.10	497.10	497.10	-
832.98.2832.422.115	1,054.07		1,054.07	1,054.07	1,054.07	-
833.98.2833.422.114	123.49		123.49	123.49	123.49	-
833.98.2833.422.115	258.30		258.30	258.30	258.30	-
835.98.2835.422.114	3.09		3.09	3.09	3.09	-
835.98.2835.422.115	20.40		20.40	20.40	20.40	-
836.98.2836.422.114	5,703.63		5,703.63	5,703.63	5,703.63	-
836.98.2836.422.115	11,550.04		11,550.04	11,550.04	11,550.04	-
850.98.2850.422.114	108.08		108.08	108.08	108.08	-
850.98.2850.422.115	257.56		257.56	257.56	257.56	-
851.98.2851.422.114	225.11		225.11	225.11	225.11	-
851.98.2851.422.115	443.05		443.05	443.05	443.05	-
852.98.2852.422.114	19.17		19.17	19.17	19.17	-
852.98.2852.422.115	38.44		38.44	38.44	38.44	-
853.98.2853.422.114	154.13		154.13	154.13	154.13	-
853.98.2853.422.115	303.83		303.83	303.83	303.83	-
854.98.2854.422.114	5,903.00		5,903.00	5,903.00	5,903.00	-
854.98.2854.422.115	11,602.82		11,602.82	11,602.82	11,602.82	-
856.98.2856.422.114	-		-	-	-	-
857.98.2857.422.114	2,153.28		2,153.28	2,153.28	2,153.28	-
857.98.2857.422.115	4,309.39		4,309.39	4,309.39	4,309.39	-
858.98.2858.422.114	702.62		702.62	702.62	702.62	-
858.98.2858.422.115	-		-	-	-	-

Eden Account	June	Mike 7/3/18	June			Variance E-
	Eden	Mike 8/8/18	Eden Total	Ascend	Ascend Adj Total	A
		FY18 Accrual				
		JV 18-10502-				
		R				
860.98.2860.422.114	601.14		601.14	601.14	601.14	-
860.98.2860.422.115	1,224.96		1,224.96	1,224.96	1,224.96	-
861.98.2861.422.114	427.92		427.92	427.92	427.92	-
861.98.2861.422.115	880.06		880.06	880.06	880.06	-
862.98.2862.422.114	915.13		915.13	915.13	915.13	-
862.98.2862.422.115	1,976.92		1,976.92	1,976.92	1,976.92	-
864.98.2864.422.114	392.14		392.14	392.14	392.14	-
864.98.2864.422.115	780.97		780.97	780.97	780.97	-
878.98.2878.422.114	11.94		11.94	11.94	11.94	-
878.98.2878.422.115	29.64		29.64	29.64	29.64	-
879.98.2879.422.114	203.88		203.88	203.88	203.88	-
879.98.2879.422.115	379.45		379.45	379.45	379.45	-
880.98.2880.422.114	485.52		485.52	485.52	485.52	-
880.98.2880.422.115	883.10		883.10	883.10	883.10	-
881.98.2881.422.114	2,895.72		2,895.72	2,895.72	2,895.72	-
881.98.2881.422.115	5,726.27		5,726.27	5,726.27	5,726.27	-
882.98.2881.422.114	-		-	-	-	-
882.98.2882.422.114	-		-	-	-	-
	260,724.11	(31,666.49)	229,057.62	229,057.62	- 229,057.62	-
	Mike 7/3/18					

FY18

Reconcile through July as of 8/8/18 - Mike M

FY18

Eden Account	Eden	FY18 accrual JV					Eden Adj	Eden Total	Ascend	FY18 Ascend		Variance E-A
		18-10502	Adj1	Adj3	Adj4	Adj5				Adj	Ascend Total	
101.00.1101.410.102	-	-	-	-	-	-	-	-	-	-	-	-
101.00.1101.410.103	-	26,302.65	-	-	-	-	26,302.65	26,302.65	-	26,302.65	-	-
706.97.3706.422.114	-	3,891.35	-	-	-	-	3,891.35	3,891.35	-	3,891.35	-	-
706.97.3706.422.115	-	-	-	-	-	-	-	-	-	-	-	-
707.97.3707.422.114	-	1,472.49	-	-	-	-	1,472.49	1,472.49	-	1,472.49	-	-
707.97.3707.422.115	-	-	-	-	-	-	-	-	-	-	-	-
783.97.3783.422.127	5,299.20	-	-	-	-	-	5,299.20	5,299.20	-	5,299.20	-	-
783.97.3783.422.128	1,605.68	-	-	-	-	-	1,605.68	1,605.68	-	1,605.68	-	-
801.98.2801.422.114	21.77	-	-	-	-	-	21.77	21.77	-	21.77	-	-
801.98.2801.422.115	-	-	-	-	-	-	-	-	-	-	-	-
802.98.2802.422.114	3,826.50	-	-	-	-	-	3,826.50	3,826.50	-	3,826.50	-	-
802.98.2802.422.115	-	-	-	-	-	-	-	-	-	-	-	-
803.98.2803.422.114	16.05	-	-	-	-	-	16.05	16.05	-	16.05	-	-
803.98.2803.422.115	-	-	-	-	-	-	-	-	-	-	-	-
804.98.2804.422.114	2,848.49	-	-	-	-	-	2,848.49	2,848.49	-	2,848.49	-	-
804.98.2804.422.115	-	-	-	-	-	-	-	-	-	-	-	-
806.98.2806.422.114	15.63	-	-	-	-	-	15.63	15.63	-	15.63	-	-
806.98.2806.422.115	-	-	-	-	-	-	-	-	-	-	-	-
807.98.2807.422.114	5,276.74	-	-	-	-	-	5,276.74	5,276.74	-	5,276.74	-	-
807.98.2807.422.115	-	-	-	-	-	-	-	-	-	-	-	-
808.98.2808.422.114	23,405.63	-	-	-	-	-	23,405.63	23,405.63	-	23,405.63	-	-
808.98.2808.422.115	-	-	-	-	-	-	-	-	-	-	-	-
809.98.2809.422.114	22.85	-	-	-	-	-	22.85	22.85	-	22.85	-	-
809.98.2809.422.115	-	-	-	-	-	-	-	-	-	-	-	-
810.98.2810.422.114	4,560.42	-	-	-	-	-	4,560.42	4,560.42	-	4,560.42	-	-
810.98.2810.422.115	-	-	-	-	-	-	-	-	-	-	-	-
812.98.2812.422.114	472.92	-	-	-	-	-	472.92	472.92	-	472.92	-	-
812.98.2812.422.115	-	-	-	-	-	-	-	-	-	-	-	-
814.98.2814.422.114	9.49	-	-	-	-	-	9.49	9.49	-	9.49	-	-
814.98.2814.422.115	-	-	-	-	-	-	-	-	-	-	-	-
817.98.2817.422.114	-	-	-	-	-	-	-	-	-	-	-	-
818.98.2818.422.114	4,311.08	-	-	-	-	-	4,311.08	4,311.08	-	4,311.08	-	-
818.98.2818.422.115	-	-	-	-	-	-	-	-	-	-	-	-
830.98.2830.422.114	10.85	-	-	-	-	-	10.85	10.85	-	10.85	-	-

FY18		Reconcile through July as of 8/8/18 - Mike M						FY18				Variance
Eden Account	Eden	FY18 accrual JV 18-10502	Adj1	Adj3	Adj4	Adj5	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	E-A
830.98.2830.422.115	-	-	-	-	-	-	-	-	-	-	-	-
831.98.2831.422.114	213.12	-	-	-	-	-	-	213.12	213.12	-	213.12	-
831.98.2831.422.115	-	-	-	-	-	-	-	-	-	-	-	-
832.98.2832.422.114	758.68	-	-	-	-	-	-	758.68	758.68	-	758.68	-
832.98.2832.422.115	-	-	-	-	-	-	-	-	-	-	-	-
833.98.2833.422.114	186.62	-	-	-	-	-	-	186.62	186.62	-	186.62	-
833.98.2833.422.115	-	-	-	-	-	-	-	-	-	-	-	-
835.98.2835.422.114	10.56	-	-	-	-	-	-	10.56	10.56	-	10.56	-
835.98.2835.422.115	-	-	-	-	-	-	-	-	-	-	-	-
836.98.2836.422.114	8,477.96	-	-	-	-	-	-	8,477.96	8,477.96	-	8,477.96	-
836.98.2836.422.115	-	-	-	-	-	-	-	-	-	-	-	-
850.98.2850.422.114	175.79	-	-	-	-	-	-	175.79	175.79	-	175.79	-
850.98.2850.422.115	-	-	-	-	-	-	-	-	-	-	-	-
851.98.2851.422.114	328.97	-	-	-	-	-	-	328.97	328.97	-	328.97	-
851.98.2851.422.115	-	-	-	-	-	-	-	-	-	-	-	-
852.98.2852.422.114	28.26	-	-	-	-	-	-	28.26	28.26	-	28.26	-
852.98.2852.422.115	-	-	-	-	-	-	-	-	-	-	-	-
853.98.2853.422.114	225.53	-	-	-	-	-	-	225.53	225.53	-	225.53	-
853.98.2853.422.115	-	-	-	-	-	-	-	-	-	-	-	-
854.98.2854.422.114	8,628.07	-	-	-	-	-	-	8,628.07	8,628.07	-	8,628.07	-
854.98.2854.422.115	-	-	-	-	-	-	-	-	-	-	-	-
856.98.2856.422.114	-	-	-	-	-	-	-	-	-	-	-	-
857.98.2857.422.114	3,153.18	-	-	-	-	-	-	3,153.18	3,153.18	-	3,153.18	-
857.98.2857.422.115	-	-	-	-	-	-	-	-	-	-	-	-
858.98.2858.422.114	440.70	-	-	-	-	-	-	440.70	440.70	-	440.70	-
858.98.2858.422.115	-	-	-	-	-	-	-	-	-	-	-	-

FY18		Reconcile through July as of 8/8/18 - Mike M							FY18				Variance
Eden Account	Eden	FY18	Eden					Eden Total	Ascend	Ascend		Ascend Total	E-A
		accrual JV 18-10502	Adj1	Adj3	Adj4	Adj5	Adj			Adj	Ascend		
860.98.2860.422.114	896.12	-	-	-	-	-	-	896.12	896.12	-	896.12	-	
860.98.2860.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
861.98.2861.422.114	640.81	-	-	-	-	-	-	640.81	640.81	-	640.81	-	
861.98.2861.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
862.98.2862.422.114	1,407.44	-	-	-	-	-	-	1,407.44	1,407.44	-	1,407.44	-	
862.98.2862.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
864.98.2864.422.114	576.79	-	-	-	-	-	-	576.79	576.79	-	576.79	-	
864.98.2864.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
878.98.2878.422.114	20.03	-	-	-	-	-	-	20.03	20.03	-	20.03	-	
878.98.2878.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
879.98.2879.422.114	289.13	-	-	-	-	-	-	289.13	289.13	-	289.13	-	
879.98.2879.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
880.98.2880.422.114	678.63	-	-	-	-	-	-	678.63	678.63	-	678.63	-	
880.98.2880.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
881.98.2881.422.114	4,245.76	-	-	-	-	-	-	4,245.76	4,245.76	-	4,245.76	-	
881.98.2881.422.115	-	-	-	-	-	-	-	-	-	-	-	-	
882.98.2881.422.114	-	-	-	-	-	-	-	-	-	-	-	-	
882.98.2882.422.114	-	-	-	-	-	-	-	-	-	-	-	-	
	83,085.45	31,666.49	-	-	-	-	-	114,751.94	114,751.94	-	114,751.94	-	

Eden Account	July	Mike m 8/8/18		July	Ascend Adj	Ascend Total	Variance E-A
	Eden	FY18 accrual JV 18-10502	Eden Adj	Eden Total			
101.00.1101.410.102	-			-	-	-	-
101.00.1101.410.103	-	26,302.65		26,302.65	26,302.65	26,302.65	-
706.97.3706.422.114	-	3,891.35		3,891.35	3,891.35	3,891.35	-
706.97.3706.422.115	-			-	-	-	-
707.97.3707.422.114	-	1,472.49		1,472.49	1,472.49	1,472.49	-
707.97.3707.422.115	-			-	-	-	-
783.97.3783.422.127	5,299.20			5,299.20	5,299.20	5,299.20	-
783.97.3783.422.128	1,605.68			1,605.68	1,605.68	1,605.68	-
801.98.2801.422.114	21.77			21.77	21.77	21.77	-
801.98.2801.422.115	-			-	-	-	-
802.98.2802.422.114	3,826.50			3,826.50	3,826.50	3,826.50	-
802.98.2802.422.115	-			-	-	-	-
803.98.2803.422.114	16.05			16.05	16.05	16.05	-
803.98.2803.422.115	-			-	-	-	-
804.98.2804.422.114	2,848.49			2,848.49	2,848.49	2,848.49	-
804.98.2804.422.115	-			-	-	-	-
806.98.2806.422.114	15.63			15.63	15.63	15.63	-
806.98.2806.422.115	-			-	-	-	-
807.98.2807.422.114	5,276.74			5,276.74	5,276.74	5,276.74	-
807.98.2807.422.115	-			-	-	-	-
808.98.2808.422.114	23,405.63			23,405.63	23,405.63	23,405.63	-
808.98.2808.422.115	-			-	-	-	-
809.98.2809.422.114	22.85			22.85	22.85	22.85	-
809.98.2809.422.115	-			-	-	-	-
810.98.2810.422.114	4,560.42			4,560.42	4,560.42	4,560.42	-
810.98.2810.422.115	-			-	-	-	-
812.98.2812.422.114	472.92			472.92	472.92	472.92	-
812.98.2812.422.115	-			-	-	-	-
814.98.2814.422.114	9.49			9.49	9.49	9.49	-
814.98.2814.422.115	-			-	-	-	-
817.98.2817.422.114	-			-	-	-	-
818.98.2818.422.114	4,311.08			4,311.08	4,311.08	4,311.08	-
818.98.2818.422.115	-			-	-	-	-
830.98.2830.422.114	10.85			10.85	10.85	10.85	-

Eden Account	July	Mike m 8/8/18	July		Ascend Adj	Ascend Total	Variance E-A
	Eden	FY18 accrual JV 18-10502	Eden Adj	Eden Total			
830.98.2830.422.115	-			-	-	-	-
831.98.2831.422.114	213.12			213.12	213.12	213.12	-
831.98.2831.422.115	-			-	-	-	-
832.98.2832.422.114	758.68			758.68	758.68	758.68	-
832.98.2832.422.115	-			-	-	-	-
833.98.2833.422.114	186.62			186.62	186.62	186.62	-
833.98.2833.422.115	-			-	-	-	-
835.98.2835.422.114	10.56			10.56	10.56	10.56	-
835.98.2835.422.115	-			-	-	-	-
836.98.2836.422.114	8,477.96			8,477.96	8,477.96	8,477.96	-
836.98.2836.422.115	-			-	-	-	-
850.98.2850.422.114	175.79			175.79	175.79	175.79	-
850.98.2850.422.115	-			-	-	-	-
851.98.2851.422.114	328.97			328.97	328.97	328.97	-
851.98.2851.422.115	-			-	-	-	-
852.98.2852.422.114	28.26			28.26	28.26	28.26	-
852.98.2852.422.115	-			-	-	-	-
853.98.2853.422.114	225.53			225.53	225.53	225.53	-
853.98.2853.422.115	-			-	-	-	-
854.98.2854.422.114	8,628.07			8,628.07	8,628.07	8,628.07	-
854.98.2854.422.115	-			-	-	-	-
856.98.2856.422.114	-			-	-	-	-
857.98.2857.422.114	3,153.18			3,153.18	3,153.18	3,153.18	-
857.98.2857.422.115	-			-	-	-	-
858.98.2858.422.114	440.70			440.70	440.70	440.70	-
858.98.2858.422.115	-			-	-	-	-

Eden Account	July	Mike m 8/8/18		July			Variance E-A
	Eden	FY18 accrual JV 18-10502	Eden Adj	Eden Total	Ascend Ascend Adj	Ascend Total	
860.98.2860.422.114	896.12			896.12	896.12	896.12	-
860.98.2860.422.115	-			-	-	-	-
861.98.2861.422.114	640.81			640.81	640.81	640.81	-
861.98.2861.422.115	-			-	-	-	-
862.98.2862.422.114	1,407.44			1,407.44	1,407.44	1,407.44	-
862.98.2862.422.115	-			-	-	-	-
864.98.2864.422.114	576.79			576.79	576.79	576.79	-
864.98.2864.422.115	-			-	-	-	-
878.98.2878.422.114	20.03			20.03	20.03	20.03	-
878.98.2878.422.115	-			-	-	-	-
879.98.2879.422.114	289.13			289.13	289.13	289.13	-
879.98.2879.422.115	-			-	-	-	-
880.98.2880.422.114	678.63			678.63	678.63	678.63	-
880.98.2880.422.115	-			-	-	-	-
881.98.2881.422.114	4,245.76			4,245.76	4,245.76	4,245.76	-
881.98.2881.422.115	-			-	-	-	-
882.98.2881.422.114	-			-	-	-	-
882.98.2882.422.114	-			-	-	-	-
	83,085.45		-	114,751.94	114,751.94	114,751.94	-

June AR General Ledger to AR Subledger Reconciliation - 2nd

Recon - Mike M 8/8/18

Fund	GL 13201	GL Adj	GL	AR Aging by		AR Adjusted	GL - AR Adjusted
				Fund Report	Not in Subledger		
101	35,463.68		35,463.68	35,463.68		35,463.68	-
202	3,861.67		3,861.67	3,861.67		3,861.67	-
203	-		-	-		-	-
205	-		-	-		-	-
207	-		-	-		-	-
208	-		-	-		-	-
210	-		-	-		-	-
211	-		-	-		-	-
219	-		-	-		-	-
220	6,486.75		6,486.75	6,486.75		6,486.75	-
223	-		-	-		-	-
227	-		-	-		-	-
229	-		-	-		-	-
232	-		-	-		-	-
237	-		-	-		-	-
330	512,213.28		512,213.28	512,213.28		512,213.28	-
704	-		-	-		-	-
705	-		-	-		-	-
706	-		-	-		-	-
707	-		-	-		-	-
783	-		-	-		-	-
Total	558,025.38	-	558,025.38	558,025.38	-	558,025.38	-

Fund	GL 25101	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	(0.30)		(0.30)		(0.30)	(0.30)	-
				Detail	(0.30)	AR On account RC0002214	
					(0.30)	Applied as of 7/25/18	

June AR General Ledger to AR Subledger Reconciliation - 2nd

Fund	GL 13301	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	235,690.09		235,690.09		235,690.09	235,690.09	-
202	526,709.79		526,709.79		526,709.79	526,709.79	-
203	-		-		-	-	-
205	-		-		-	-	-
207	35,212.06		35,212.06		35,212.06	35,212.06	-
208	-		-		-	-	-
210	-		-		-	-	-
211	4,332.00		4,332.00		4,332.00	4,332.00	-
219	-		-		-	-	-
220	119,654.66		119,654.66		119,654.66	119,654.66	-
223	8,257.00		8,257.00		8,257.00	8,257.00	-
227	455,851.25		455,851.25		455,851.25	455,851.25	-
229	-		-		-	-	-
232	-		-		-	-	-
237	-		-		-	-	-
330	-		-		-	-	-
704	-		-		-	-	-
705	-		-		-	-	-
706	-		-		-	-	-
707	-		-		-	-	-
783	-		-		-	-	-
Total	1,385,706.85	-	1,385,706.85	-	1,385,706.85	1,385,706.85	-

Mike 8/8/18

JV 18-10503	1,120,773.22	Intergovernmental/Tax other than property
JV 18-10505	160,531.20	License & Fees
JV 18-10506	104,402.43	Revenue earned in FY18 received in FY19
	<u>1,385,706.85</u>	

July AR General Ledger to AR Subledger Reconciliation

Recon Mike M 8/8/18

Fund	AR Aging by				AR Adjusted	GL - AR Adjusted	
	GL 13201	GL Adj	GL	Fund Report			Not in Subledger
101	36,838.95	-	36,838.95	36,838.95	-	36,838.95	-
202	7,052.00	-	7,052.00	7,052.00	-	7,052.00	-
203	-	-	-	-	-	-	-
205	-	-	-	-	-	-	-
207	-	-	-	-	-	-	-
208	-	-	-	-	-	-	-
210	-	-	-	-	-	-	-
211	-	-	-	-	-	-	-
219	-	-	-	-	-	-	-
220	6,486.75	-	6,486.75	6,486.75	-	6,486.75	-
223	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-
330	512,213.28	-	512,213.28	512,213.28	-	512,213.28	-
704	-	-	-	-	-	-	-
705	-	-	-	-	-	-	-
706	-	-	-	-	-	-	-
707	-	-	-	-	-	-	-
783	-	-	-	-	-	-	-
Total	562,590.98	-	562,590.98	562,590.98	-	562,590.98	-

Fund	AR Aging by				AR Adjusted	GL - AR Adjusted	
	GL 25101	GL Adj	GL	AR Report			Not in Subledger
101	-	-	-	-	-	-	-
				Detail			
				-			

**July AR General Ledger to AR Subledger Reconciliation
Recon Mike M 8/8/18**

Fund	GL 13301	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	-	-	-	-	-	-	-
202	-	-	-	-	-	-	-
203	-	-	-	-	-	-	-
205	-	-	-	-	-	-	-
207	-	-	-	-	-	-	-
208	-	-	-	-	-	-	-
210	-	-	-	-	-	-	-
211	-	-	-	-	-	-	-
219	-	-	-	-	-	-	-
220	-	-	-	-	-	-	-
223	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-
330	-	-	-	-	-	-	-
704	-	-	-	-	-	-	-
705	-	-	-	-	-	-	-
706	-	-	-	-	-	-	-
707	-	-	-	-	-	-	-
783	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-

Wasco County Monthly Report

Transfers All Funds - June 2018 - 2nd Review

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
Transfer In							
911 COMMUNICATIONS FUND	246,029.00	246,029.00	241,162	100.0%	100.0%	2.0%	4,867.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	700,000.00	700,000.00	900,000	100.0%	100.0%	-22.2%	(200,000.00)
GENERAL FUND	664,300.00	504,976.09	1,473,282	76.0%	95.2%	-65.7%	(968,305.91)
GENERAL OPERATING RESERVE	930,000.00	825,867.00	800,000	88.8%	100.0%	3.2%	25,867.00
MUSEUM	22,500.00	22,500.00	17,500	100.0%	100.0%	28.6%	5,000.00
PUBLIC WORKS FUND	220,495.00	195,152.95	-	88.5%	#DIV/0!	#DIV/0!	195,152.95
ROAD RESERVE FUND	2,000,000.00	2,000,000.00	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
CAPITAL ACQUISITIONS FUND	700,000.00	700,000.00	900,000	100.0%	100.0%	-22.2%	(200,000.00)
Transfer In Total	5,512,324.00	5,223,525.04	4,360,944	94.8%	98.3%	19.8%	862,581.04
Transfer Out							
911 EQUIPMENT RESERVE	62,042.00	62,042.00	-	100.0%	#DIV/0!	#DIV/0!	62,042.00
COMMUNITY CORRECTIONS FUND	-	-	370,932	#DIV/0!	100.0%	-100.0%	(370,932.00)
DISTRICT ATTORNEY	1,800.00	1,800.00	1,800	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	-	-	90,400	#DIV/0!	100.0%	-100.0%	(90,400.00)
FOREST HEALTH PROGRAM FUND	75,000.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	2,560,487.00	2,456,354.00	2,887,662	95.9%	99.3%	-14.9%	(431,308.00)
LAND CORNER PRESERVATION FUND	2,500.00	2,500.00	2,500	100.0%	100.0%	0.0%	-
LAW LIBRARY FUND	-	-	8,000	#DIV/0!	100.0%	-100.0%	(8,000.00)
PUBLIC WORKS FUND	2,000,000.00	2,000,000.00	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
SPECIAL ECON DEV PAYMENTS FUND	590,000.00	505,676.09	999,650	85.7%	100.0%	-49.4%	(493,973.91)
WEED & PEST CONTROL FUND	220,495.00	195,152.95	-	88.5%	#DIV/0!	#DIV/0!	195,152.95
Transfer Out Total	5,512,324.00	5,223,525.04	4,360,944	94.8%	97.9%	19.8%	862,581.04

Wasco County Monthly Report Transfers All Funds - July 2018

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	20,743.17	15,332	8.3%	6.2%	35.3%	5,410.92
911 EQUIPMENT RESERVE	30,000.00	2,500.00	-	8.3%	#DIV/0!	#DIV/0!	2,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	850,000.00	70,833.33	700,000	8.3%	100.0%	-89.9%	(629,166.67)
GENERAL FUND	680,000.00	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)
GENERAL OPERATING RESERVE	893,333.00	70,833.33	700,000	7.9%	75.3%	-89.9%	(629,166.67)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	70,833.33	700,000	8.3%	100.0%	-89.9%	(629,166.67)
Transfer In Total	3,603,752.00	287,243.16	4,171,132	8.0%	75.7%	-93.1%	(3,883,889.09)
Transfer Out							
911 COMMUNICATIONS FUND	77,259.00	2,500.00	-	3.2%	#DIV/0!	#DIV/0!	2,500.00
911 EQUIPMENT RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
DISTRICT ATTORNEY	-	-	1,800	#DIV/0!	100.0%	-100.0%	(1,800.00)
FACILITY CAPITAL RESERVE	15,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	2,845,418.00	279,743.16	2,161,832	9.8%	84.4%	-87.1%	(1,882,089.09)
LAND CORNER PRESERVATION FUND	-	-	2,500	#DIV/0!	100.0%	-100.0%	(2,500.00)
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
SPECIAL ECON DEV PAYMENTS FUND	595,000.00	5,000.00	5,000	0.8%	0.8%	0.0%	-
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
Transfer Out Total	3,607,678.00	287,243.16	4,171,132	8.0%	75.7%	-93.1%	(3,883,889.09)

Building Codes Agency Fund Holding

Bank		Eden	
Beginning Balance	-	Beginning Balance	-
Deposits	3,913,953.47	Deposits	3,913,953.47
Interest		Interest	
Withdrawals		Withdrawals	
Other		Other	
Ending Balance	3,913,953.47	Ending Balance	3,913,953.47

Mike M. 8/7/18



CONSENT AGENDA

[MINUTES: 8.1.2018 REGULAR SESSION](#)

[STIF APPOINTMENTS](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 1, 2018

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

STAFF: Kathy White, Executive Assistant
Tyler Stone, Administrative Officer

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

Discussion List – DAS IGA

County Assessor/Tax Collector Jill Amery explained that for many years we have contracted with the Oregon Department of Administrative Services for the annual printing, sorting and mailing of tax bills. This IGA is the annual renewal of that arrangement.

{{{Commissioner Runyon moved to approve Department of Administrative Services Intergovernmental Agreement #264-18 for Document Publishing, Processing and Delivery. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – Flag Resolution

Ms. White explained that this resolution recognizes the sacrifice made by John Ruby in fighting the Substation Fire and will be used as a press release to encourage other organizations to fly their flags at half – staff on August 4th.

{{{Commissioner Runyon moved to approve Resolution #18-014 to lower flags in Wasco County to half-staff from sunrise to sunset on August 4, 2018. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Commissioner Runyon commented that all those who have suffered as a result of

the recent fires and those who have given their time and risked their lives should be remembered and honored.

Discussion List – Wolf Grant Amendment

Chair Kramer said that we were contacted by the State with the offer of additional funds through this grant program. He stated that he is working with ODFW District Wildlife Biologist Jeremy Thompson to purchase supplies to assist with depredation prevention. He announced that we do have a pair of wolves in Wasco County; these funds will help us get depredation prevention in place as well as respond to depredation that occurs.

{{{Vice-Chair Hege moved to approve Amendment #1 to State of Oregon Grant Agreement number ODA-4083-18 between the State of Oregon, acting by and through its Department of Agriculture, and Wasco County, Oregon. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Mosier Watershed Appointment

{{{Vice-Chair Hege moved to approve Order 18-029 appointing Colleen Coleman to the Mosier Watershed Council. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – APHIS Agreements

Mr. Stone stated that this is the standard predator control agreement. Ms. White added that there are two agreements – one is a five-year renewal of the basic agreement; the second is the annual work and financial plan that is brought to the Board each year.

Vice-Chair Hege asked about the designee blanks on page 4 of the agreement. It was suggested that Mr. Stone serve as the contact.

{{{Commissioner Runyon moved to approve Cooperative Service Agreement #18-7341-5129-RA between Wasco County and USDA Animal & Plant Health Inspection Service Wildlife Services to conduct wildlife damage management. Chair Kramer seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve the 2018/2019 USDA APHIS Wildlife Services Work and Financial Plan. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Maupin Library Letter of Support

Maupin Mayor Lynn Ewing said that he appreciates anything the Board can do to show their support for the library construction project. He announced that ground breaking is scheduled for September 8th; this grant will help them to acquire the additional funds needed to complete the project.

*****The Board was in consensus to provide a letter of support for the Maupin Library grant application.*****

Commissioner Runyon asked how the fires are affecting Maupin. Mayor Ewing replied that there has been no direct impact to the City, but the ranchers and farmers in the surrounding areas have experienced significant damages.

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He explained that this report is for June and they will see some of the same information in next month's report as it will include year-end information. He stated that he is watching the Community Corrections year-end budget carefully as they are at 99% of budget for the year. He said does not expect them to exceed their budget, but is watching carefully as the last of their 2017/2018 expenses are reported.

Mr. Middleton went on to say that the new audit team has been here for three days to do preparation work for this year's audit. He announced that there will be an exit review this afternoon at 4 p.m. and invited a member of the Board to join the meeting. Chair Kramer noted that he has it on his calendar to attend.

Vice-Chair Hege pointed out that the Assessor's revenues are under budget for the year. Mr. Middleton stated that the final payment from the state grant should arrive soon.

Vice-Chair Hege asked if the increase of nearly \$500,000 in personnel expenses is due to temporary positions. Mr. Middleton responded that it is in part that he did not break those numbers out in this report.

Vice-Chair Hege asked if the MCCOG LGIP account has been assigned to Wasco County for reporting. Mr. Middleton replied that it has but that when going into LGIP system it shows as an account separate from Wasco County's LGIP investments. He added that he and Mr. Stone are the only ones with access to

view the account; the only transactions in that account will be interest accrual. He said that the account will be reported in the reconciliations which he will keep highly visible.

Consent Agenda – 7.11.2018 Minutes, Audit Contract, Telecommuting Policy, Dufur Emergency MOU

Chair Kramer commented that he appreciates the new wording in the telecommuting policy and the additional agreement for emergency transportation.

{{Vice-Chair Hege moved to approve the consent agenda. Commissioner Runyon seconded the motion which passed unanimously.}}

Agenda Item – NORCOR Budget Request for Full Body Scanner

Mr. Middleton reviewed the memo included in the packet. He stated that this request came into the budget process late and outside of the normal budget build. He said that it was approved by the Wasco County Budget Committee and came to the Board of Commissioners within the proposed budget. He reminded the Board that they had approved the expenditure with the condition that the request would have to come from NORCOR rather than the Sheriff's group. He said that the Board wanted to make sure that NORCOR has a plan for the use of the equipment.

Mr. Middleton reported that NORCOR has submitted a request with a cost breakdown (included in the packet). He stated that the cost has been reduced through a cooperative purchase which allowed them to purchase an extended warranty for the same price as was originally quoted. He stated that Wasco would pay a higher percentage of the cost if purchased through the NORCOR budget formula. He said that it has been made clear that this is not an increase to Wasco County's base funding for NORCOR.

Mr. Middleton went on to say that NORCOR memo indicates that the useful life of the equipment is indefinite. He stated that he disagrees with this assertion and asked Sheriff Magill to research the expected life expectancy of the full body scanner. The Sheriff's research indicates that the equipment has a 7-10 year useful life. The standard warranty is 6 years with \$5,000 per year after that for the maintenance agreement. He said that the Sheriff supports the purchase of the equipment. Mr. Middleton explained that he would have preferred for this to go through the regular budget process but at this point, he is recommending the

purchase.

Commissioner Runyon asked what the maintenance agreement covers. Vice-Chair Hege said he would think that would be for the software.

Vice-Chair Hege asked if the NORCOR Board voted on this request. Commissioner Runyon replied that they did. He said that it is coming back to each participating county individually to make it clear that it is not an increase to the base funding.

Mr. Stone stated that this is pretty unusual and should have been in the NORCOR budget and NOROCR should pay for it. He pointed out that Wasco County already contributes to the NORCOR budget and he would make a strong recommendation that these purchases be in the NORCOR budget. He said this action is opening the door to whatever other equipment they wish to purchase.

Vice-Chair Hege noted that the advantage to this is that our percentage of the cost is lower than through the NORCOR funding formula for county contributions. Commissioner Runyon stated that this is among the issues that need to be addressed in the NORCOR budget process.

Chair Kramer expressed his agreement with Mr. Stone that this should be a NORCOR budget item.

{{{Commissioner Runyon moved to approve the expenditure of \$40,000 for full-body scanner to be installed at NORCOR. Vice-Chair Hege seconded the motion. Commissioner Runyon and Vice-Chair Hege voted yay; Chair Kramer voted nay. The motion passed 2 to 1.}}}

Commissioner Runyon stated that he does not disagree with Chair Kramer and appreciated him vocalizing his objection.

Agenda Item – CGCAC Agreement

Vice-Chair Hege asked Brenda Borders, Office Manager for the Sheriff's Office, what she does at the Columbia Gorge Children's Advocacy Center. Ms. Borders replied that she is a forensic interviewer there. She explained that she is one of two forensic interviewers along with Executive Director Beatriz Lynch who is also certified to conduct interviews. She said that the center is located in Hood River.

Deputy District Attorney Leslie Wolf stated that last year, on behalf of the Multidisciplinary Team, the Board approved an agreement with CGCAC. She

said that it has been an amazing partnership. She reminded the Board that prior to this agreement, child victims would be interviewed at DHS where this is a lot of chaos and frequent equipment failures. She stated that the goal is to interview the children in a friendly environment where the child leads the conversation rather than the interviewer.

Ms. Wolf went on to say that there is also a medical component to the process. Previously, children would have to be transported to Portland because local physicians are reluctant to see these cases at the ER. The trip to Portland is generally a 12-hour process which adds to the child's trauma. In addition, that makes it more difficult to pursue the case in court as all the experts and documents are in Portland. Under this agreement, children have been able to be seen at the CGCAC by a physician trained for these exams.

Ms. Wolf encouraged the Board to visit the Center which she described as a welcoming environment. She reported that when children and families go there they are taken to an interview room which has a couch and toys and a pin hole camera. They are made aware of the camera which allows the officer to observe without the obtrusive 1-way mirror. Once they are familiar and comfortable in the space, the interviewer spends time with them. In addition, the families are educated regarding resources and have an advocate for them through the process.

Ms. Lynch stated that for the ½ year of the initial contract, they saw 47 cases for Wasco County and are on track for 100 this year. She said that the child and their family are the focus of the process. She stated that they have been in Hood River for almost 10 years; there are 22 centers like this one throughout the State of Oregon. She explained that interviewers are provided with ongoing training and continue to engage in peer reviews. She reported that an ER exam generally costs \$5,000 per child; the all-encompassing process through the center is approximately \$1,700 per child and is much less traumatic for the victims.

Ms. Wolf said that in one case they interviewed 14 children; the officer in charge of the investigation could not say enough good things about the process. She stated that when she talks to children about it, they always light up and have not been further traumatized by the process.

Ms. Wolf went on to say that the cost of the new contract has been included in the Budget for the CAMI grant. She added that they have been struggling for eight years to engage a designated medical provider, which is statutorily required.

They now have two such providers.

Chief Deputy Scott Williams stated that when this agreement was brought to the Board last year there was a suggestion that other grants need to be identified to help fund the program. He reported that with Wasco County engaging with CGCAC, they were able to access other grants by leveraging our funding. Ms. Lynch added that the \$30,000 from Wasco County pays for about 50 kids which is not enough. She said that they were able to find a couple of grants to cover the gap; one of those grants will expire next year and they will have to look for other funding or see fewer children. She said that she would like to add children who are living in domestic violence situations to the programs focus.

Commissioner Runyon said that while he hopes we do not meet the 100 children prediction, he is glad that we are meeting this need locally. He commented that as the program continues to improve, more cases surface.

Vice-Chair Hege observed that in years past the County purchased equipment for DHS interviews. Ms. Wolf confirmed saying that we expended \$5,000 for the purchase of equipment and \$5,000 to repair the equipment. She stated that if CGCAC is not available, DHS is still used.

{{{Vice-Chair Hege moved to approve the 2018-2019 Columbia Gorge Children's Advocacy Center agreement to provide medial assessments and forensic interviews of alleged child abuse victims residing in Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Lynch invited members of the Board to visit the Center and to attend the annual fund raiser in October.

Agenda Item – TDID Fee Waiver Request

The Dalles Irrigation District Operations Manager Daniel Saldivar reviewed the request letter included in the Board packet. He said that the District is in the process of applying for certification of water rights. He said that they were six months short of being able to get this information to Anderson Perry in Redmond – it would have been free six months ago but the IGA has been terminated.

GIS Coordinator Tycho Granville noted that the rest of the GIS partners have been paying for this service. Mr. Saldivar commented that they were not using it. Mr. Granville continued by saying that all the contracts contained the same

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language and he is not sure why TDID was not being billed. This year all contracts were reviewed and TDID was not using the service, although data is regularly sent out to partners.

Vice-Chair Hege noted that you have to have specific software to use the information. Mr. Saldivar stated that the information was being used by their GIS provider; they went out of business last year. He said that they paid \$5,000 per year for that. Mr. Stone pointed out that this is a good opportunity to form a coalition for GIS Services for the districts.

Mr. Saldivar stated that they have a very limited budget. He pointed out that the fee waiver would not have been necessary six months ago as they had an agreement that would have provided the information at no cost. He stated that the work they are doing will benefit the County and local cherry industry. He said that they would gladly pay a more reasonable amount - \$1,500 is a little high.

Vice-Chair Hege said that he does not recall ever renewing the TDID GIS contract. Mr. Granville explained that the term of the original 2006 agreement was indefinite.

Commissioner Runyon asked what communication had occurred with TDID regarding the termination of the agreement. Mr. Granville replied that he had spoken to them on the phone. He said that all contracts were reviewed and sent to all partners in February. The terms of the agreements were changed from one to three years and the TDID contract was terminated as they were not funding the program. Those findings were presented to the Board which agreed with staff recommendations.

Commissioner Runyon said that the communications were verbal. Mr. Granville responded that he left a couple of voice mails and sent emails with no response.

Commissioner Runyon said that he takes seriously the comments from the GIS partners who are supporting this program. He said that this has been a good program. He added that there is nothing wrong with buying the specific information if TDID has found general GIS services elsewhere.

Mr. Stone pointed out that the Wasco County general fund heavily subsidizes the GIS program; partners pay only a fraction of the true cost. He asked how much TDID pays Anderson Perry. Mr. Saldivar replied that it is less than \$5,000 per year. Mr. Stone said that the benefit to the community of being a partner

outweighs the cost to the individual organizations participating in the program. He said he would encourage TDID to reconsider becoming a partner.

Vice-Chair Hege asked why they do not use the data they have received previously and provide that to Anderson Perry to decipher. Mr. Saldivar replied that they need the most current information available.

Vice-Chair Hege said that we have partners who pay for the service and are not in support of this fee waiver. He said that we are trying to support the program; if the partners do not approve of the fee waiver, it is difficult for the Board to override that.

{{{Commissioner Runyon moved to deny The Dalles Irrigation District request for a fee waiver for GIS services. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – SWPRD Fee Waiver Request

Senior Planner Will Smith reported that they have received an application from South Wasco Park and Recreation District for the replacement of a boat ramp at the Pine Hollow Reservoir. He mentioned that there has been a list of partners for which waivers are standard, however, that is under review; the list and includes North Wasco Parks and Recreation District but not SWPRD. He said that SWPRD has paid the application fee. He noted that SWPRD has no revenue stream but does have ongoing expenses. He said that the request is for the waiver of planning fees and does not include the Clerk's fees. He reminded the Board that the County has donated some time to the application for research and guidance and staff has attended SWPRD meetings – the County has been in support of this project.

SWPRD Treasurer Bill Brackman reminded the Board that SWPRD has no tax base and budget of \$8,000 to \$10,000 annually – funds that are begged from constituents. He said that the permit fees are currently \$3,100 and can go up from there. He said that Mr. Stone has stated that he cannot support the waiver as the funds will be reimbursed by the State. He said that SWPRD has to pay \$15,000 in administrative/overhead costs and have asked the Oregon State Marine Board if the permit fees would be considered part of that but have had no response. He said that if the County can waive these fees, it will help them get their job done.

Vice-Chair Hege asked if this is the total fee for both projects going forward. Mr. Brackman replied that it is as far as he knows. However, he said that they have

submitted a grant application for a bathroom at one of the sites; that project would also have planning fees; but they will not know until next year.

Commissioner Runyon stated that the Board of Commissioners was instrumental in the formation of the SWPRD which is a non-taxing district. The County has continued to be a partner with SWPRD through this process. He observed that they are still a start-up organization and he would not want them to fail for any small reason; he said he supports the fee waiver.

Chair Kramer asked what the implication would be to waive the Clerk's fee as well. County Clerk Lisa Gambee replied that she cannot waive her office's portion of the fee as it is assessed by the state.

Vice-Chair Hege noted that list of partners with standard waivers will have to be addressed at a future meeting. He pointed out that SWPRD, with no revenue stream, has been paying the fees and those on the list which have revenues have not been paying the fees. He said that needs to be resolved.

{{Vice-Chair Hege moved that Planning fees in the amount of \$574 and \$287 be waived for SWPRD; this amount does not include the Clerk's fee of \$116. Commissioner Runyon seconded the motion which passed unanimously.}}

Mr. Brackman thanked the Board and announced that the Marine Board grant project has been approved; advertising for bids begins today. He stated that the Oregon Department of Fish and Wildlife application has not yet been approved. He said that it was approved in subcommittee which has never been overruled by the full-committee. That gives him confidence that it will be awarded.

Vice-Chair Hege asked if the bid is out for both. Mr. Brackman replied that OSMB designed both facilities and the bid documents cover both.

Vice-Chair Hege said that Representative Bonham has been encouraging on the permit side. Ms. Gambee added that Regional Solutions has also been supportive. She added that they reached out to Mr. Brackman who has contributed a lot of hours toward the project. Mr. Brackman added that they have submitted a couple of applications to oversight agencies that could require additional review that will trigger additional fees.

Agenda Item – Local Access Road Maintenance

Chair Kramer stated that this issue was brought to the Board by landowners living on and around Dell Road. He said that the Board has heard from those

residents at a regular session and a follow-up work session. The Board has received a report from the Public Works Director and needs to render a decision on the issue.

Public Works Director Arthur Smith reviewed the memo included in the Board packet. He reported that he placed two traffic counters on Dell Road which have been in place for 90 days. He said that the counts on the state road end of Dell Road are a little higher than the other end of the road; but with 14 residences, the counts are well within the expected range. He added that the data shows some public use on weekends and holidays.

Mr. Smith reported that he has had a lot of email traffic with some residents requesting that the County take the road back. He reminded the Board that Dell Road had been a county road from 1908 to 1976 at which time the residents asked to have it vacated. He noted that there are over 100 miles of local access roads in Wasco County and he is highly opposed to taking Dell back into the County road system which would open the door to more requests of this nature. He stated that it would financially devastate his department.

Mr. Smith went on to say that he would recommend that the County work with the residents as a hand-up to help repair, perform maintenance and drainage work. He said that the County did this 17 years ago, but if we were to do it again he would want to have an agreement with an organization. He said he recommends that they form a homeowners' association to ensure there is a responsible mechanism for maintaining the road. He said he is not sure how that would be done, suggesting that County Counsel might provide some guidance.

County Counsel Kristen Campbell said that the residents would need to organize and do that but she would be willing to work with them. She said that it is not a unique process; there are some good document templates to establish an association.

Vice-Chair Hege noted that the original report from the Public Works Director was written at 60 days of the counters being placed. He asked if anything changed over the last 30 days that would impact the data. Mr. Smith replied that the average went up about 5 cars which is likely due to summer traffic. He said that the national standard is 4.23 trips per household which is consistent with the data; however, the traffic stays consistent over the weekends which is not the norm. He said that the weekend numbers indicate some public use of the road on the weekends.

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Vice-Chair Hege noted that the same could be true of many roads; it could be deliveries, family visitors, etc. Mr. Smith agreed but added that we need to keep in mind that it connects two larger roads.

Mr. Stone said that it will cost \$7,000 now to bring Dell Road back up to standard - \$500 per household. He pointed out that once the work is complete, the residents would have a window of time to financially prepare for future maintenance costs.

Mr. Smith stated that for this project he will be able to take advantage of some leftover materials which brought the cost down to \$7,000. He said he is making all efforts to keep the cost down and deliver a high quality product.

Chair Kramer opened the floor to public comment. Allyson Smith said that she lives on Rowena but uses Dell Road to get in and out. She said that the care count data is not a complete picture; there is missing information on how many residences that other local access roads have. She stated that 30% of the homes on Dell Road are second homes with infrequent occupancy; that fact skews the data. She said that based on the road count for other area roads, most have equal to or less use than Dell Road. She said she feels like this is a broken system.

Ms. Smith went on to say that she understands the reluctance to set a precedent but she believes Dell Road is different in many ways and it is an injustice to ignore that. She stated that the Forest Service does not budget to do work on any roads that are not forest service roads and they are strapped for funds due to the fires. She said that Dell Road is a public benefit and will be used to do controlled burns. She wondered how to get the Forest Service to pay a share of the cost.

Ms. Smith continued, saying that had the association been in place from the beginning it might have worked but she is not sure we can get buy-in from all of the current residents. She stated that she knows of at least one resident that will struggle to afford the \$500. She said that the current system is archaic – slavery used to be legal, too, but things change. She stated that the method used to determine whether roads are designated as County roads or local access roads is not equitable; Dell Road residents are paying the same gas taxes and fees as everyone else. She said she has not been able to get information from the Planning Department as to how roads are designated as local access or county roads – that needs to be addressed. She stated that there are county roads getting attention that are less deserving than Dell Road. She said that at the work group she attended it seemed like people were lined up to shoot down the residents. She asked if the County is committed to a collaborative solution.

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Gene Arnold of Dell Road said that setting up an HOA would be difficult but is the right step. He asked how to get the government to participate since they own land on the road.

Commissioner Runyon said that he had a conversation with Senator Merkley's aide, Dan Marr. The Forest Service has no interest in discussing this. He went on to say that the Board goes on a County roads tour every year and discusses why one road is a County road while another is not. Often the answer is that residents have asked to have the road vacated which is the case here. Then the residents put money together and the County donated labor to bring the road up to standard.

Commissioner Runyon went on to say that he does not want to require the formation of an HOA although he thinks it is a goal to work toward. He observed that some people want a bad road – it keeps other people away. He said that this is a complicated issue – he said that whoever pays for it, it needs to be funded and he could support that. He said that he appreciates Mr. Smith's thinking for the long-term regular maintenance. He stated that he is not in support of it becoming a County road, adding that Mr. Smith is bending over backwards to help.

Mr. Stone said that this has to be funded by the residents – they need to ensure the sustainability for the next 15 years to prevent this from coming back around over and over again. If they plan for it, the money will be there when they need to have maintenance work performed.

Jake Ferrar, who uses Dell Road to access his road, said that at the April work session it was recommended that County roads be maintained twice a year. He asked how often the residents would have to do maintenance on Dell Road. Mr. Smith replied that gravel roads in the County system are graded in the fall and spring to make sure they are level. He said that to bring Dell back up, he would address drainage. He said that it could be less than \$500 each season once the road is brought up to a certain level of repair. Mr. Ferrar observed that it might be cheaper for residents to have maintenance done once a year; that would be a conversation for the future.

JC Rappaport said that he has lived on Dell Road for 10 years and thought he was moving onto a quiet dirt road. He stated that it has a reputation for being a bad road. He reported that he sees UPS going up and down the road every day. He asserted that Dell is different than a lot of the other roads and he is surprised that

it is not a County road. He said that the documentation for the vacation of Dell Road is not clear as to why they wanted it. He stated that he is happy to band with neighbors to form an HOA. He observed that the entrance for both main roads is horrible and other local access roads are not like Dell – everyone knows it is a thoroughfare. He said he has not talked to anyone who thinks that they will run in and ask for maintenance if Dell Road is taken by the County – they just don't have the volume of traffic.

Mr. Arnold said that he lives on State and Dell. He said he is concerned that if we get the road in good shape there will be an increase in speed on the road. He asked what could be done to control that. Mr. Smith said he would have to talk to law enforcement – there is signage but without enforcement it is meaningless. He said that businesses might be higher speed but the public will probably be reasonable. Commissioner Runyon added that if a company is regularly speeding, a complaint directly to them is usually the most effective course of action.

Ms. Smith said that it comes down to the concern that if the County does this for Dell Road, they will have to do it for others. She stated that what is needed is good criteria for designation and deciding maintenance – that could be the foundation for decision-making. She restated that Dell is not like other roads – the Forest Service uses it which makes it unique. She suggested that perhaps another designation needs to be created that would help get the work done with some financial support from the residents. She said she wants an equitable solution.

Vice-Chair Hege said that he lives in the same kind of area on the same kind of road with the same kind of issues. He said that it is not true that others have not and will not make this kind of request – they do and they will. He added that snow removal is also an issue on local access roads. He said that he wants the residents of Dell Road to know that a lot of people want the same kinds of things that they are asking – Pine Hollow residents make a lot of requests. He said that this is a huge challenge because of funding. He said that the fact that everyone pays gas taxes and licensing fees is a good point.

Vice-Chair Hege went on to say that Dell Road is not one that he uses much; there is another road close to it that is much better – anyone who knows that area uses that road. He said that clarifying the process for designating roads as county or local access is a question he has asked and he would like to see that bigger question addressed as it does not seem equitable. He said that sometimes there

is a reason for a road with a low traffic count to be in the system but that is not always clear; the criteria should be clear. He added that we have to look at the roads – a lot have changed in the last 10 years; we need to re-evaluate. He pointed out that people who are currently getting road maintenance through the County will not be happy to have that discontinued if their road is vacated but we need to have the discussion.

Vice-Chair Hege continued by saying that back in February, Mr. Smith brought up the idea of a road grading petition. He said that there is an opportunity to meet criteria and ask for at-cost grading, contingent upon the availability of resources and time. He said that he would like to readdress the idea of a petition. He said that the County will never have the resources to do it all, but if we set criteria contingent on time and resources, we can have the petition.

Chair Kramer said that it sounds like we need to work on this a little more extensively. He said that he is meeting with the Forest Service tomorrow and will bring this up with them. He said he would like to see the homeowners come together in an association.

Vice-Chair Hege said that he lives on Seven-Mile with lots of roads feeding into it. He reported that they have 30 residences and thinks the average would be higher than on Dell. He said that he would want the same thing that the Dell Road residents want; on Seven Mile, neighbors pool resources to maintain the road. He said that it is an issue we need to address.

Some discussion ensued regarding the HOA formation and the road maintenance. Mr. Smith stated that he has asked that the maintenance be contingent on the formation of an HOA. Commissioner Runyon stated that the maintenance and the HOA are separate issues.

Mr. Stone pointed out that the work cannot be done for a few months. Mr. Smith agreed, saying that it will have to be in late September or early October to reduce the risk of starting a fire.

Vice-Chair Hege said that when he purchased his property he had to sign an agreement for the maintenance of the road. He stated that they tried to form an association in the early 2000's; a lot of residents were enthusiastic about it, but not everyone. He said that if you do not get everyone to sign on, it doesn't work. He said that he does not think the HOA is a bad idea, but he does not want to require it. He added that to scope the project and get bids, it would be cost

prohibitive; no one has a grader. He said that doing this every 15 years might be enough.

Chair Kramer observed that there is still a request to consider; do we decide today or push it forward?

Commissioner Runyon responded that perhaps it is just the Board authorizing the road master to do the work as long as the funds are available; they may not be able to raise the funds. He said there are a lot of other issues with roads that need to be discussed.

Vice-Chair Hege said he can support that but going forward, the Board needs to look at the longer term broader issues and the road petition.

*****The Board was in consensus to authorize the Administrative Officer and Public Works Director to work with the citizens toward repairs of Dell road and to work on the other issues.*****

Ms. Smith said that the residents of Dell Road would like to help work on the solutions to the longer-term issues. Commissioner Runyon said that the Board would keep that in mind, noting that there will be others just as passionate about the issues.

Mr. Arnold thanked Mr. Smith for his suggestions and help.

Further discussion ensued regarding how to obtain information about upcoming sessions and past sessions.

Agenda Item – Special Transportation Improvement Fund Committee

MCEDD Deputy Director Jessica Metta reviewed the memo included in the Board packet. She explained that in order to access the STIF grants, we need to create an advisory committee with bylaws. She said that her first step is to adopt the bylaws. She said that she has asked ODOT to review the bylaws; they have tentatively approved. She recommended that the members consist of the already-existing Special Transportation Fund Advisory Committee plus Charlotte Sallee, a public transportation provider. ODOT advises that she does not represent a conflict of interest; however, she may have to abstain from some votes. She noted that the bylaws need to be modified to be the Statewide Transportation Improvement Fund Advisory Committee Bylaws.

Ms. Metta went on to say that they need to extend the timeline for the existing

Wasco County Transportation Plan as the STIF will need a four-year planning horizon in their plan. She said that the plan can be extended to 2020 as there is more work than could be done by 2019.

Ms. Metta explained that there are some additional steps to take for the STIF Advisory Committee appointments. She is working with Ms. White to bring those back to the Board at their next session.

{{{Commissioner Runyon moved to approve the Wasco County Statewide Transportation Improvement Fund Advisory Committee Bylaws as amended. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve extending the planning horizon of the Wasco County Coordinated Transportation Plan through 2020. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – QLife IGA

Mr. Stone explained that this agreement is between QLife and Wasco County to cover the services that we provide on behalf of QLife. The payments are made quarterly for a total of \$55,350 annually.

Commissioner Runyon asked if this is an addition to salaries. Mr. Stone replied that it is not; it is a reimbursement for services provided.

Vice-Chair Hege, who also serves on the QLife Board, said that this is much easier than trying to track time and makes it easier for both budgets.

{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Quality Life Intergovernmental Agency and Wasco County for the provision of accounting, secretarial and administrative services. Vice-Chair Hege seconded the motion and abstained from the vote. The motion passed with two yay votes and one abstention.}}}

Vice-Chair Hege announced that his office has been moved to the Harding House. Commissioner Runyon noted that this is temporary while other work is being done in the courthouse. He explained that originally, the Commissioners wanted offices on the main floor of the courthouse to be more accessible to the public and courthouse staff.

Chair Kramer called for a recess at 11:40 a.m.

The session reconvened in the Celilo Room of the courthouse at 1:05 p.m.

Work Session

4-DAY WORK WEEK

Human Resources Director Nichole Biechler said that the 4-day work week has been discussed at the management team meeting; some departments are already offering a flexible 4-day work week. Research has also been done for closing the County one day a week for a permanent 4-day work schedule. For some departments, a 4-day week is workable; for others, it is not. She explained that in offices with small staffs a flexible 4-day week causes scheduling issues; for others, it will not work with staff's life circumstances. For some departments, four longer days is an advantage as they can get more work done during those hours they are working but not open to the public.

Vice-Chair Hege stated that he would never support closing the County for a day but he believes it is already up to the department directors to offer the flexibility of a 4-day work week.

*****The Board was in consensus to allow directors to offer a flexible 4-day work week at their discretion.*****

Further discussion ensued regarding other possible employee benefits such as reduced rates for the fitness club and alternative care benefits – acupuncture, chiropractic, etc. Regence has an alternative care program which does not include massage therapy. Since the most requested alternative care is massage therapy, it was decided to not offer the rider this year.

COMPENSATION

Ms. Biechler said that she and Mr. Stone have been looking at our compensation philosophy from our value base and looking at increasing wages for the management team. Some of the elected directors petitioned the Compensation Committee for a performance award. One recommendation was to place the elected directors into the salary matrix and hold them to the same performance standard as the other directors.

Vice-Chair Hege asked who would evaluate the elected officials. Ms. Biechler responded that it has been suggested that 360° reviews be gathered by the HR Director and presented to the Compensation Committee for step increases. Some discussion ensued as to the public nature of the Compensation Committee

and that it may not be appropriate to have the reviews part of the public record. It was suggested that the reviews could be done in executive session. She pointed out that this is just one suggestion.

Mr. Stone reported that the Compensation Committee went back and forth on this and never gave a clear recommendation. He said that whether we do reviews or not, we can gather information and place them on the matrix. County Assessor Jill Amery pointed out that it would be a market based increase.

Vice-Chair Hege pointed out that Commissioners are part-time and this may not apply to them at all. Commissioner Runyon agreed saying that the public reviews elected officials at the ballot box. Ms. Biechler commented that the public does not know what their elected officials are doing on a day-to-day basis.

Ms. Biechler went on to say that comps have been gathered for the elected positions and we are fairly compensating the elected officials and in some cases paying them at a higher rate than their counterparts in other counties. Ms. Amery pointed out that responsibilities for elected officials vary from county to county and that should be considered.

Ms. Biechler stated that another suggestion was a 3.5% increase for the elected officials. Mr. Stone added that the compensation committee only addresses the salaries of elected officials but suggested that the same increase should be applied to the appointed directors. Ms. Biechler said that another suggestion was to move the directors to the 60th percentile of the market over a three year period.

Mr. Stone said that this all comes back to the basic compensation philosophy for the county which will color staff recommendations. He said that if we move the directors to 60% and they ask for 70% - how do we respond? This also creates a disparity between employees and management. That brings us back to our values. He added that there is an impact on recruitment and retention – there is a difference between a 50th percentile manager and a 70th percentile manager.

Ms. Biechler said this also impacts succession planning. There is no drive or desire to work toward a director position – the pay is not incentivizing. Planning Director Angie Brewer said that there is not enough difference between the Senior Planner's compensation and the Director's compensation for the Senior Planner to want to take on the additional responsibilities.

Vice-Chair Hege commented that it seems like the data must be off; no matter

what percentile we use, the compensation for the director should be enough for others to aspire to that position. He said that the gap should be the same no matter what percentile we are at – if not then the data is suspect.

Mr. Stone said that we built our philosophy to have the 9th step of the Senior Planner to be the 2nd step of the Director – they should have those skills. Ms. Brewer pointed out that for some positions the city's numbers are not being considered in the evaluation. She reported that she has lost two staff to local cities.

Vice-Chair Hege said that he believes most government agencies do not have a compensation philosophy. Mr. Stone agreed, saying that their compensation is often driven by unions. He said he still has questions about the underlying compensation philosophy and is looking for direction from the Board to drive the recommendation.

Vice-Chair Hege responded that he is not sure what is being asked. He said he is looking to staff to assess and evaluate and recommend what is best for the county. He said that some of what is being recommended is fluff – he wants to make value out of that. He said he wants to know the numbers as he does not know what we can afford.

Mr. Stone said that he thinks the current management team is the best the County has ever had and they should be compensated as that. He said that he would recommend moving the management team to the 90th percentile. Ms. Amery said then the issue becomes – what happens as management team moves out of the organization.

Commissioner Runyon asked if we are comparable to the City of The Dalles. Mr. Stone replied that we are not . . . we are a training ground for the cities' employees. Commissioner Runyon stated that he does not want to pay less than the City. He said that young people will always be searching and we will not be able to keep everyone.

Mr. Stone noted that is another reason why he needs to know the underlying philosophy – if we are trying to be on par with the City, that will change the recommendation.

Ms. Brewer said that she appreciates that young professionals will be looking elsewhere. However, her associates should be someone with experience. She

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 1, 2018
PAGE 21

said that because of our salary scale, we are only getting applicants right out of school. Through our strategic plan, we are trying to be the best in the state; it is unrealistic to try to achieve that when you are constantly trying to recruit, retain and train. She said we have lost two planners to the cities because we are paying 20% less.

Vice-Chair Hege stated that he wants to be competitive. He said we moved everyone up and are becoming competitive but we are not there yet. He said he still looks to staff to recommend what we can afford and sustain. Mr. Stone said that he can fix this problem for another million dollars a year. Vice-Chair Hege responded that if it is sustainable, then do it. He said that he does not think the disparity is consistent across the board.

Ms. Amery said that compensation is not just about the pay but we keep losing employees to pay.

Commissioner Runyon asked how we close the local gap. Mr. Stone said that it goes back to looking at the philosophy; we are on a slow decline. Vice-Chair Hege said that the Board needs staff to recommend how to go forward; the philosophy is not much different. He said that he wants to do everything we can to retain staff as long as we can afford it; but at the end of the day, it is the gap in the salary that is an issue. He said we shouldn't lose people to the city but their revenue stream is very different than ours. He stated that we should be more competitive than we are. He said that the real issue is the scarcity of work force.

Vice-Chair Hege went on to say that he does not do this job for the money; if you were to look at paying Commissioners what they are worth, the County could not afford it and therefore, their positions cannot be performance-based. He said you do not get into elected office to make money. He added that unlike most of the other elected positions, there are no qualifications to become a Commissioner.

Ms. Amery said that she is accountable for what happens in her department and if you get someone who is not dedicated to the work there will be problems. She said she wants to make sure the department is stable. She said that she looks at herself as a team player and on par with the other directors. She said she has more questions than answers.

Further discussion ensued. Mr. Stone said that we need to continue to talk about this – there are so many directions we can go. Vice-Chair Hege commented that we need to be careful. He said that for Planning, we may have to have fewer

people and pay them more which will mean we cannot get everything done.

Ms. Biechler observed that pay equity is important. Ms. Brewer agreed, saying that a seasoned professional in an office management position is worth their weight in gold. She added that the cultural fit is also important especially in a department where the work is already stressful.

Vice-Chair Hege noted that the 50th percentile pay is not doing what he thought it would do and is not working as he had hoped. He added that he thinks the data is skewed. Ms. Biechler responded that the first survey was done at the end of the recession; we are now in an employee's job market. She said that we do not negotiate wages – every three years we are adjusting to the 50th percentile.

PINE HOLLOW CODES VIOLATIONS

Ms. Brewer reported an uptick in Pine Hollow applications. She said that there are public health concerns – people are paving over septic to park RVs illegally. She said her staff is also collecting feedback for alternative housing needs. She noted that there are many in violation but since we are complaint driven, we are only acting on those for which we receive complaints. That leaves those for whom there is a complaint feeling picked on as they see others around them also in violation but not being held accountable.

Ms. Brewer said that she wants to hold a staff-led town hall to educate them on what the rules are for building codes, public health and codes compliance. In addition, she wants to get feedback from them on what is available to them for housing solutions. She reported that on a recent field trip, they counted at least 75 RVs that are being used as housing – that is just what they could observe from the road. She stated that they want to capture what is the seasonal population and address the seasonal rental property. She said that it is likely to be controversial and she wants to be sure the Board is supportive of the town hall. She said that the current state presents hazards and with the fires we have experienced, it is hard to imagine trying to evacuate that area.

Mr. Stone observed that this sets the stage for massive numbers of violations and us working to correct those with an angry public.

Vice-Chair Hege said that he supports the education. Chair Kramer concurred. Vice-Chair Hege suggested that we ask them how they see us going forward but we cannot ignore the situation.

Further discussion ensued regarding dates and notification for the town hall. It was determined that August 15th from 6-8 p.m. would be best. Mailers will go out to residents of Pine Hollow; advertising will be published and broadcast through local papers and radio stations.

BUILDING CODES

Mr. Stone stated that we need to have a discussion around the future of Building Codes in Wasco County. He reported that the State is having a hard time staffing their office due to the instability of their temporary status. He said that he is hearing from builders – either the builder is dropping the ball or there is not enough staff at Building Codes. He said that we are running out of time to make this decision and it will soon need to come to the board on the regular agenda for decision. He said that he has talked to the City of The Dalles; they have an interest in taking the program, but not for at least two years.

Vice-Chair Hege asked if we know what the other counties are doing. Mr. Stone said none have formally returned their program to the State. He said that Hood River is already doing their own; Gilliam is on the fence; Wheeler has made no formal decision. He said that he sees the value of a joint office but that ship has sailed. He said that he does not see the value of keeping just the building codes program in our planning department. He said he would recommend giving the program back to the State.

Vice-Chair Hege said that he has also heard the complaints. He said that if it is a matter of instability, the state is better equipped than we are and the fact that they have already opened an office here gives him some confidence. He said that if they were doing it out of Salem it would be a different story.

Commissioner Runyon said that it is complicated to partner with the neighboring counties for joint services. He agreed that the State should take the program.

Vice-Chair Hege said that his only hesitation is the reserve that has been built; he would not want to see that go into a slush fund in Salem. Mr. Stone responded that we could negotiate to hold that in reserve until the City decides in two years.

Chair Kramer said he has heard good things from locals regarding the State Building Codes office. Vice-Chair Hege said that if it is a staffing issue, it would not be any better with the County.

VETERANS SERVICE OFFICE VOLUNTEER COORDINATOR

Commissioner Runyon noted that Jean Maxwell is retiring which is a serious problem for the Veterans Service Office – she made everything work. He said we need to be thinking about what we can do to fill that need. He said that he does not know if there is a volunteer who could or would take that on.

Mr. Stone reported that he met with the VSO staff this week. He said that they suggested Patrick Wilbern take that on but he is a certified veterans' service officer and should be working on claims. They do have one volunteer that might be interested. Commissioner Runyon said he just does not want to see them lose ground.

CODES VIOLATION CITATIONS

Chair Kramer asked about the proposed citations for codes violations. Ms. Brewer said that there is one being reviewed by County Counsel. She said she would like to develop some philosophy on the process. Do we write violations when we see them or wait for a complaint? She added that there is an increase in violations occurring. She said that this will be on the August 15th Board agenda.

Commissioner Runyon said he would like to see Public Health be part of this as they used to be first up on these issues. Ms. Brewer commented that there is some overlap.

NORCOR BYLAWS REVISIONS

Mr. Stone said that there are some concerning changes being proposed for the NORCOR Bylaws – Articles 4, 5, 8, 11 and 15. Some discussion ensued regarding the interpretation of Article 4 which addresses the addition of a Juvenile Director position – it is not clear as to whether or not it is a voting or non-voting position. Mr. Stone said he believes the Board should take a stand on that.

Mr. Stone expressed concern about the giving all oversight to the NORCOR Board. He said that we should draft a letter and send it prior to the NORCOR meeting. He said that he does not agree that they should give their budget committee the authority to determine county contributions to the NORCOR budget – that is set in the individual county budgets. Commissioner Runyon suggested that “advise” might be a better term than “set.” Vice-Chair Hege pointed out that they can tell us what they want but each County will determine for itself what they will pay.

Chair Kramer adjourned the session at 3:29 p.m.

Summary of Actions

MOTIONS

- **To approve Department of Administrative Services Intergovernmental Agreement #264-18 for Document Publishing, Processing and Delivery.**
- **To approve Resolution #18-014 to lower flags in Wasco County to half-staff from sunrise to sunset on August 4, 2018.**
- **To approve Amendment #1 to State of Oregon Grant Agreement number ODA-4083-18 between the State of Oregon, acting by and through its Department of Agriculture, and Wasco County, Oregon.**
- **To approve Amendment #1 to State of Oregon Grant Agreement number ODA-4083-18 between the State of Oregon, acting by and through its Department of Agriculture, and Wasco County, Oregon.**
- **To approve Cooperative Service Agreement #18-7341-5129-RA between Wasco County and USDA Animal & Plant Health Inspection Service Wildlife Services to conduct wildlife damage management.**
- **To approve the 2018/2019 USDA APHIS Wildlife Services Work and Financial Plan.**
- **To approve the consent agenda – 7.11.2018 Regular Session Minutes, 6.27.2018 Maupin Town Hall Minutes, Audit Contract, Revised Telecommuting Policy, Dufur Emergency MOU.**
- **To approve the expenditure of \$40,000 for full-body scanner to be installed at NORCOR.**
- **To approve the 2018-2019 Columbia Gorge Children’s Advocacy Center agreement to provide medial assessments and forensic interviews of alleged child abuse victims residing in Wasco County.**
- **To deny The Dalles Irrigation District request for a fee waiver for GIS services.**
- **that Planning fees in the amount of \$574 and \$287 be waived for SWPRD; this amount does not include the Clerk’s fee of \$116.**
- **To approve the Wasco County Statewide Transportation Improvement Fund Advisory Committee Bylaws as amended.**
- **To approve extending the planning horizon of the Wasco County Coordinated Transportation Plan through 2020.**
- **To approve the Intergovernmental Agreement between Quality Life Intergovernmental Agency and Wasco County for the provision of**

accounting, secretarial and administrative services.

CONSENSUS

- **To provide a letter of support for the Maupin Library grant application.**
- **To authorize the Administrative Officer and Public Works Director to work with the citizens toward repairs of Dell road and to work on the other issues.**
- **To allow directors to offer a flexible 4-day work week at their discretion.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



CONSENT ITEM

Statewide Transportation Improvement Fund Appointments

[STAFF MEMO](#)

[ORDER 18-030 APPOINTING ELWIN GROUT TO THE STIF ADVISORY COMMITTEE](#)

[ORDER 18-031 APPOINTING MARIA PENA TO THE STIF ADVISORY COMMITTEE](#)

[ORDER 18-032 APPOINTING KRIS BOLER TO THE STIF ADVISORY COMMITTEE](#)

[ORDER 18-033 APPOINTING LEE BRYANT TO THE STIF ADVISORY COMMITTEE](#)

[ORDER 18-034 APPOINTING LOUISE SARGENT TO THE STIF ADVISORY COMMITTEE](#)



MEMORANDUM

SUBJECT: STIF/STF Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 8.10.2018

BACKGROUND INFORMATION:

At the August 1, 2018 session, the Board of Commissioners approved the establishment of an Advisory Committee for the Statewide Special Transportation Funds Advisory Committee as well as the bylaws for said committee.

In the presentation of the Bylaws, MCEDD – oversight agency for Wasco County's transportation program – announced their intent to have the already established Special Transportation Fund Advisory Committee (STF) serve in a parallel capacity as the Statewide Transportation Improvement Funds Advisory Committee (STIF) with the addition of the public transportation representative.

The appointments contained in the Consent Agenda represent the current members of the STF who have all agreed to serve on the STIF.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF ELWIN GROUT TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-030

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Elwin Grout is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Elwin Grout be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on June 30, 2020.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County 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 MARIA PENA TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-031

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Maria Pena is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Maria Pena be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on December 31, 2020.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County 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 KRIS BOLER TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-032

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Kris Boler is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kris Boler be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on December 31, 2020.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County 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 LEE BRYANT TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-033

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Lee Bryant is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on June 30, 2019.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County 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 LOUISE SARGENT TO THE WASCO COUNTY STATEWIDE
TRANSPORTATION IMPROVEMENT FUNDS ADVISORY COMMITTEE

ORDER #18-034

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 in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Louise Sargent is willing and is qualified to be appointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise Sargent be and is hereby appointed to the Wasco County Statewide Improvement Transportation Funds Advisory Committee; said term to expire on June 30, 2019.

DATED this 15th day of August, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Historic Landmarks Commission

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: Historic Landmarks Commission

TO: WASCO COUNTY BOARD OF COMMISSIONERS

FROM: KELLY HOWSLEY-GLOVER, LONG RANGE PLANNER

DATE: 8/8/2018

As part of Wasco County 2040, we are reviewing all language in the current plans to ensure consistency with current practice and state law. Over the course of our preparation and research, we have discovered that the Historic Landmarks Commission outlined in the current Comprehensive Plan and required by section 3.770 (Environmental Protection District 4) in the Land Use and Development Ordinance has not met in at least a decade and that many of the members may be deceased or otherwise unable to participate.

Section 3.770 outlines some of the specific rules related to the Commission. This includes member composition and clearly states that Planning Commissioners can only serve as non-voting ex officio members.

Due to the ongoing difficulty of obtaining volunteers and managing a volunteer board that does not meet frequently, Planning staff is proposing to modify the terms and recruitment policy of the Commission to ensure long term stability.

Staff would like to propose that the seven member Commission be appointed from members of Wasco County city councils who demonstrate an interest in history/historic preservation, with a Board of County Commission member making up the seventh seat.

Although this board meets on average once every several years, having an identified structure will make it clear if an application is submitted that requires review by the Historic Landmarks Commission.

These changes would be codified through a legislative process, including updates to our Comprehensive Plan and Land Use and Development Ordinance, which would provide opportunity for public comment. We are also recommending this relationship be defined in our Joint Management Agreements with Cities, which are due to be updated next year.



AGENDA ITEM

Vehicle Purchase, Grant Amendment & Sheriff's Report

[VEHICLE PURCHASE](#)

[STAFF MEMO](#)

[REQUEST FOR BIDS/QUOTES](#)

[RAY SCHULTEN'S MOTORS QUOTE](#)

[LANDMARK FORD QUOTE](#)

[GRESHAM FORD QUOTE](#)

[NORTHSIDE FORD QUOTE](#)

[GRANT AMENDMENT](#)

[INTRODUCTORY EMAIL](#)

[USFS GRANT AMENDMENT](#)

[MOTION LANGUAGE](#)



SHERIFF'S OFFICE

511 Washington St., Ste.102 • The Dalles, OR 97058
p: [541] 506-2580 • f: [541] 506-2581 • www.co.wasco.or.us

Pioneering pathways to prosperity.

To: Wasco County Board of Commissioners

Re: Patrol Vehicle Purchase Recommendations

Dear Wasco County Board of Commissioners:

On July 10th 2018, the Wasco County Sheriff's Office emailed Ray Schultens Motors (The Dalles Oregon), Landmark Ford (Tigard Oregon), Gresham Ford (Gresham Oregon) and Northside Ford (Portland Oregon) for quotes/bids for four (4) new Ford Police Interceptors. The deadline for quotes was July 18th 2018.

Ray Schultens Motors:	\$29,419.04 X 4 = \$117,676.16
Landmark Ford:	\$29,635.71 X 4 = \$118,542.84
Gresham Ford:	\$29,444.49 X 4 = \$117,777.96
Northside Ford:	\$29,492.93 X 4 = \$117,971.72

Based on the aforementioned pricing the Sheriff's Office would recommend Ray Schultens Motors be selected for the purchase of the quoted vehicles. Ray Schultens is the local Ford dealership and has provided excellent pricing and vehicle services to Wasco County since 2013.

Sincerely,

Lane Magill
Wasco County Sheriff



Lane Magill <lanem@co.wasco.or.us>

Patrol Vehicle Quote/Bid

1 message

Lane Magill <lanem@co.wasco.or.us>

Tue, Jul 10, 2018 at 3:36 PM

To: Jennifer Dewey [REDACTED]

Bcc: Scott Williams <scottw@co.wasco.or.us>

To whom it may concern:

The Wasco County Sheriff's Office is requesting vehicle bid/quotes for the following vehicles:

Quantity 4: Ford Explorer Interceptor AWD (K8A)
Interior Color: Cloth Bucket front/Vynl rear (Ebony Black) (9W)
Exterior Color: Medium Titanium (YG)
Equipment Group (500A)
3.7L V6 TIVCT Engine (99R)
6-Speed Automatic Transmission (44C)
Front License BKT
Cal Emissions (422)
Spot Lamp Driver LED (51T)
Remote Keyless Entry Key FOB (55F)
Rear Door Handles Inoperable/locks operable (68L)

Please be advised all quotes/bids must be received no later than July 18th 2018 at 5:30pm.

Thanks you for your consideration.

Sincerely,



Lane Magill | Wasco County Sheriff
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us

541-506-2592 | Fax 541-506-2581

511 Washington St. Suite 102 | The Dalles, OR 97058



July 16th, 2018

ATTN: CHRIS MCNEEL

CHIEF DEPUTY

WASCO COUNTY SHERIFF'S OFFICE

2019 FORD EXPLORER 4DR AWD POLICE INTERCEPTOR

2019 AWD FORD EXPLORER (K8A)

INTERIOR COLOR: BLACK CLOTH BUCKET SEATS/ VINYLE REAR SEAT (9W)

EXTERIOR COLOR: MEDIUM TITANIUM (YG)

EQUIPMENT GROUP (500A)

ENGINE: 3.7L V6 TIVCT (99R)

6-SPEED AUTOMATIC TRANSMISSION (44C)

SPOT LAMP DRIVER LED (51T)

FRONT LICENSE BKT (153)

CALIFORNIA EMISSIONS (422)

REMOTE KEYLESS ENTRY KEY FOB (55F)

REAR DOOR HANDLES INOPERABLE/LOCKS OPERABLE (68L)

MSRP: \$35,065

FLEET PRICE: \$31,572.68 - FLEET CONCESSION \$2400 + \$100 FLEET FEE + \$146.36 TAX = \$ 29,419.04
(EACH)

PRICE FOR 4 POLICE INTERCEPTORS WOULD BE \$117,676.16

CONTACT JENNIFER DEWEY AT 541-296-6191 IF YOU HAVE ANY QUESTIONS.

THANK YOU!



Landmark Ford Lincoln
12000 S W 66th Ave, Tigard, Oregon, 972238599
Office: 503-639-1131

Customer Proposal

Prepared for:

Price Agreement 5550
Government Pricing
Price Agreement 5550

Prepared by:

Diane Pohl
Office: 503-639-1131
Email: dpohl@landmarkford.com

Date: 07/13/2018

Vehicle: 2019 Police Interceptor Utility Base
AWD





Selected Options

Code	Description	Invoice
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$32,110.00
Packages		
500A	Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: 245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	N/C
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
Wheels & Tires		
STDTR	Tires: 245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	Invoice
51T	Driver Only LED Spot Lamp (Whelen)	\$399.00
68L	Rear-Door Handles Inoperable/Locks Operable	\$33.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$322.00
	<i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i>	
Interior Colors		
9W_01	Charcoal Black	N/C
Primary Colors		
YG_01	Medium Titanium Metallic	N/C
SUBTOTAL		\$32,864.00
Fuel Charge		\$0.00
Destination Charge		\$995.00
TOTAL		\$33,859.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Landmark Ford Lincoln
 12000 S W 66th Ave, Tigard, Oregon, 972238599
 Office: 503-639-1131

2019 Police Interceptor Utility, Sport
 Utility
 AWD Base(K8A)
 Price Level: 915

Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$33,275.00
Options & Colors	\$795.00
Upfitting	\$0.00
Destination Charge	\$995.00

Subtotal \$35,065.00

Pre-Tax Adjustments

Code	Description	
GPC	Government Price Discount	-\$5,723.00

Subtotal Per State of Oregon Price Agreement 5550, FOB Tigard \$29,342.00

Sales Taxes

Code	Description	
PT	New Oregon Privilege Tax	\$146.71

Subtotal \$29,488.71

Post-Tax Adjustments

Code	Description	
E-Plates 2	E-Plates	\$147.00

We are a licensing dealer. If you would like Oregon Exempt License Plates at the time of delivery add \$147.00. Oregon DMV fees will be going up as of January 1st 2018 from \$129.50 to \$147.00.

Total Total \$29,635.71

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Price Agreement 5550 Government Pricing
 By: Diane Pohl Date: 07/13/2018



Landmark Ford Lincoln
 12000 S W 66th Ave, Tigard, Oregon, 972238599
 Office: 503-639-1131

2019 Police Interceptor Utility, Sport Utility
 AWD Base(K8A)
 Price Level: 915

Major Equipment

(Based on selected options, shown at right)

- 3.7L V-6 DOHC w/SMPI 304hp
- 6 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

- Exterior:Medium Titanium Metallic
- Interior:Charcoal Black
- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$33,275.00
Order Code 500A.....	N/C
Engine: 3.7L V6 Ti-VCT FFV.....	Included
Transmission: 6-Speed Automatic.....	Included
3.65 Axle Ratio.....	Included
GVWR: 6,300 lbs.....	Included
Tires: 245/55R18 AS BSW.....	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel.....	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
113" Wheelbase.....	STD
Monotone Paint Application.....	STD
Radio: AM/FM/CD/MP3 Capable.....	Included
Medium Titanium Metallic.....	N/C
Charcoal Black.....	N/C
Driver Only LED Spot Lamp (Whelen).....	\$420.00
Remote Keyless Entry Key Fob w/o Key Pad.....	\$340.00
Rear-Door Handles Inoperable/Locks Operable	\$35.00
<hr/>	
SUBTOTAL.....	\$34,070.00
Destination Charge	\$995.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Price Agreement 5550 Government Pricing
 By: Diane Pohl Date: 07/13/2018



Landmark Ford Lincoln
12000 S W 66th Ave, Tigard, Oregon, 972238599
Office: 503-639-1131

2019 Police Interceptor Utility, Sport Utility
AWD Base(K8A)
Price Level: 915

TOTAL.....\$35,065.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Price Agreement 5550 Government Pricing
By: Diane Pohl Date: 07/13/2018

Fleet Price Quote

Gresham Ford-1999 East Powell Blvd. Gresham, OR 97080



Paul Blankenship

Government and Commercial Fleet Manager

Military Deliveries

State of Oregon Contract #5551

Cell: 503.490.6510

Office: 503.665.0101

Fax: 503.665.0497

Paul@GreshamFord.com

Quoted to:	Wasco County Sheriff		
	Lane Magill		
Cell/Phone	541.506.2592	Date Quoted	7/11/2018
FAX	541.506.2581	This Quote is per one vehicle	
E-Mail	lanem@co.wasco.or.us		
		Contract FIN	QS045

Vehicle Quoted:	Model Code	K8A AWD Police Interceptor Utility
	Model Year	2019

Quote:	Item Code	Item Description	Price
Base	K8A	AWD Police Interceptor Utility	\$ 28,544.00
WB	112.6	In. Wheel Base	incl.
Color	YG	Med. Titanium CC	incl.
Interior	9	Cloth Buckets/Vinyl Rear	incl.
Interior Color	W	Ebony Interior	incl.
Trim	500A	Equip Group, Premium Single CD	incl.
Engine	99R	3.7L V6 TIVCT	incl.
Transmission	44C	6-Spd Automatic Transmission	incl.
Emissions	422	Calif Emissions	incl.
	51T	Driver LED Spot lamp Whelen	\$ 399.00
	55F	4 Keys and 4 Keyless FOBs	\$ 322.00
	68L	RR DR Handle Inoperative	\$ 33.00
	153	Front License Plate Bracket	incl.

	Cost of Vehicle	\$ 29,298.00
	Oregon Vehicle Privilege Tax	\$ 146.49
	E-Plates	\$ -
	Delivered to	The Dalles, Oregon
	Total Vehicle Quote	\$ 29,444.49



Northside Ford Truck Sales, Inc.
6221 N E Columbia Blvd., Portland, Oregon, 972182995
Office: 503-282-7773

Customer Proposal

Prepared for:

Lane Magill
Wasco County Sheriff

Prepared by:

SHARON TUCKER
Office: 503-282-7773
Email: stucker@northsidetrucks.com

Date: 07/17/2018

Vehicle: 2019 Police Interceptor Utility Base
AWD

Quote ID: WSCO19K8A





Northside Ford Truck Sales, Inc.
6221 N E Columbia Blvd., Portland, Oregon,
972182995
Office: 503-282-7773

2019 Police Interceptor Utility, Sport
Utility

AWD Base(K8A)
Price Level: 915 Quote ID: WSCO19K8A

Selected Options

Code	Description	MSRP	Invoice
Base Vehicle			
K8A	Base Vehicle Price (K8A)	\$33,275.00	\$32,110.00
Packages			
500A	Order Code 500A <i>Includes:</i> - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: 245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	N/C	N/C
Powertrain			
99R_	Engine: 3.7L V6 Ti-VCT	N/C	N/C
44C	Transmission: 6-Speed Automatic	Included	Included
STDAX	3.65 Axle Ratio	Included	Included
STDGV	GVWR: 6,300 lbs	Included	Included
Wheels & Tires			
STDTR	Tires: 245/55R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	Included	Included
Seats & Seat Trim			
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included	Included
Other Options			
113WB	113" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Northside Ford Truck Sales, Inc.
 6221 N E Columbia Blvd., Portland, Oregon,
 972182995
 Office: 503-282-7773

2019 Police Interceptor Utility, Sport
 Utility

AWD Base(K8A)
 Price Level: 915 Quote ID: WSCO19K8A

Selected Options (cont'd)

Code	Description	MSRP	Invoice
153	Front License Plate Bracket	N/C	N/C
51T	Driver Only LED Spot Lamp (Whelen)	\$420.00	\$399.00
68L	Rear-Door Handles Inoperable/Locks Operable	\$35.00	\$33.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00	\$322.00

Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.

Emissions

422	California Emissions System	N/C	N/C
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Required code for California Emissions States - California, Connecticut, Delaware, Massachusetts, Maryland, Maine, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration unless codes 936 or 423 are applicable. Optional for Cross Border state dealers - Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia.

Interior Colors

9W_01	Charcoal Black	N/C	N/C
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Primary Colors

YG_01	Medium Titanium Metallic	N/C	N/C
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SUBTOTAL		\$34,070.00	\$32,864.00
Fuel Charge		\$0.00	\$0.00
Destination Charge		\$995.00	\$995.00
TOTAL		\$35,065.00	\$33,859.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Lane Magill, Wasco County Sheriff
 By: SHARON TUCKER Date: 07/17/2018



Northside Ford Truck Sales, Inc.
 6221 N E Columbia Blvd., Portland, Oregon,
 972182995
 Office: 503-282-7773

2019 Police Interceptor Utility, Sport
 Utility

AWD Base(K8A)
 Price Level: 915 Quote ID: WSCO19K8A

Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$33,275.00
Options & Colors		\$795.00
Upfitting		\$0.00
Destination Charge		\$995.00
Subtotal		\$35,065.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
VCAF	As per state contract #5549.	\$0.00
Delivery	Delivery per contract \$2.25 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$5,914.82
Subtotal		\$29,150.18
<i>Sales Taxes</i>		
Code	Description	
Oregon Tax	Oregon Privilege Tax	\$145.75
<i>State of Oregon privilege tax applies to all new vehicles sold into Oregon under 26,000 pound GVWR.</i>		
Subtotal		\$29,295.93
<i>Post-Tax Adjustments</i>		
Code	Description	
LTD E-plate	License, title, doc (E-Plates)	\$197.00
Total		\$29,492.93

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Lane Magill, Wasco County Sheriff
 By: SHARON TUCKER Date: 07/17/2018



Northside Ford Truck Sales, Inc.
 6221 N E Columbia Blvd., Portland, Oregon,
 972182995
 Office: 503-282-7773

2019 Police Interceptor Utility, Sport
 Utility

AWD Base(K8A)
 Price Level: 915 Quote ID: WSCO19K8A

Pricing - Multiple Vehicles (4)

MSRP

Vehicle Pricing

Base Vehicle Price	\$133,100.00
Options & Colors	\$3,180.00
Upfitting	\$0.00
Destination Charge	\$3,980.00

Subtotal \$140,260.00

Pre-Tax Adjustments

Code	Description	
VCAF	As per state contract #5549.	\$0.00
Delivery	Delivery per contract \$2.25 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$23,659.28

Subtotal \$116,600.72

Sales Taxes

Code	Description	
Oregon Tax	Oregon Privilege Tax	\$582.99

State of Oregon privilege tax applies to all new vehicles sold into Oregon under 26,000 pound GVWR.

Subtotal \$117,183.71

Post-Tax Adjustments

Code	Description	
LTD E-plate	License, title, doc (E-Plates)	\$788.00

Total \$117,971.71

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Lane Magill, Wasco County Sheriff
 By: SHARON TUCKER Date: 07/17/2018



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

Contract Update

Lane Magill <lanem@co.wasco.or.us>

Fri, Aug 10, 2018 at 11:24 AM

To: Mike Middleton <mikem@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>, Brenda Borders <brendab@co.wasco.or.us>

Mike & Kathy,

I apologize for this being at the last minute but several months ago I asked the USFS for more money (\$3,000.00)! This request was to cover patrol expenses on the Mt. Hood National Forest. (We have had a number of calls for service and they agreed to kick us some more money).

Anyways the USFS needs to have signatures completed before they will move the money and one of the signatures needs to come from a county commissioner. Scott Hege is on the signature page but I really don't think it matters to USFS as long as a commissioner signs off.

Two things:

- 1). Kathy- would it be possible to get this on the 8/15 agenda for a signature?
- 2). Mike- Is this all you need from me in regards to a budget change? As a side note this will be additional revenue for line #412.636 & Expense line #51111.

Again I apologize for not getting this sooner but it just showed up today!!

Thanks

Lane

--



Lane Magill | Wasco County Sheriff
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us

541-506-2592 | Fax 541-506-2581

511 Washington St. Suite 102 | The Dalles, OR 97058

**USFS Ammendment (\$3000).pdf**

341K



MODIFICATION OF GRANT OR AGREEMENT

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 18-LE-11060600-005	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055 Columbia River Gorge National Scenic Area 902 Wasco Ave Ste 200 Hood River, OR 97031	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): USDA Forest Service, Northern Oregon Zone LEI 16400 Champion Way Sandy, OR 97055	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Wasco Wasco County Sheriff's Department 511 Washington St. Suite 207 The Dalles, OR 97058	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: This modification adds \$3,000.00. The total amount of funding for CY 2018 is \$21,260.00.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): This modification adds a revised 2018 Annual Operating and Financial Plan.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Revised Annual Operating Plan & Financial Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE See attached Annual Operating Plan and Financial Plan for signatures. (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See attached Annual Operating Plan and Financial Plan for signatures. (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print):	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	



12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

**12.B. DATE
SIGNED**

Jessica Clark

8-8-18

JESSICA CLARK

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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



FS Agreement No. 18-LE-11060600-005
Cooperator Agreement No. _____

EXHIBIT A

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

Between

COUNTY OF WASCO

WASCO COUNTY SHERIFF'S DEPARTMENT

And the

USDA, FOREST SERVICE

MT. HOOD NATIONAL FOREST

AND COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

2018 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the "Cooperator", hereinafter referred to as "Cooperator," and the USDA, Forest Service, Mt. Hood National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #18-LE-11060600-005 executed on the date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning February 14, 2018, and ending December 31, 2018.

Previous Year Carry-over: N/A
Current Calendar Year Obligation: \$18,260.00
Current Calendar Year Modification 1: \$3,000.00
CY 2018 Total Annual Operating Plan: \$21,260.00

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Chris McNeel 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: chrism@co.wasco.or.us	Brenda Borders 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: brendab@co.wasco.or.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andy Coriell 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: racheleavery@fs.fed.us

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

Wages at the prevailing rate for a deputy of \$50.00 per hour and overtime at the rate of \$75.00 per hour. Vehicle use rate of \$90.00 per ten-hour day.

II. PATROL ACTIVITIES:

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

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

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2018, July 4, 2018, and September 3, 2018. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

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

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



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

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

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

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

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

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

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

Total reimbursement for this category shall not exceed the amount of \$21,260.00.

III. EQUIPMENT:

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

- A. The U.S. Forest Service agrees to reimburse Wasco County for equipment and supplies in an amount not to exceed \$1,000.00. All purchases must be approved by the U.S. Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The U.S. Forest Service may loan Wasco County equipment as needed, when mutually agreed. While in possession of Wasco County, maintenance of this equipment shall be



the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

U.S. FOREST SERVICE SHALL:

1. Grant permission, subject to U.S. Forest Service limitations and regulations, and those included herein, to the Wasco County Sheriff's Office for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.

WASCO COUNTY SHERIFF'S DEPARTMENT SHALL:

1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Wasco County radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made



at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

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

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

C. Billing Documentation:

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

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

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

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



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

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

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

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

The statement should be sent to the following address:

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

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

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

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



- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*
- E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

LANE MAGILL, Sheriff Date
Wasco County

SCOTT HEGE Date
Wasco County Commissioner

RICHARD PERIMAN, Forest Supervisor Date
U.S. Forest Service, Mt. Hood National Forest

LYNN BURDITT, Area Manager Date
U.S. Forest Service, Columbia River Gorge National
Scenic Area

 8/09/18
DANIEL C. SMITH Date
Acting Special Agent in Charge
U.S. Forest Service, Pacific Northwest Region, Law
Enforcement and Investigations

The authority and format of this modification (18-LE-11060600-005 M1) have been reviewed and approved for signature.

 8-8-18
JESSICA CLARK Date
U.S. Forest Service Grants Management Specialist



Burden Statement

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

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

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



PROPOSED MOTION LANGUAGE

SUBJECT: USFS GRANT MODIFICATION 1

I move to approve Modification 1 to U.S. Forest Grant Agreement #18-LE-1106060-005.



AGENDA ITEM

MCCFL Construction Aid

[STAFF MEMO](#)

[CONSTRUCTION AID AGREEMENT](#)

[PROMISORY NOTE](#)

[TRUST DEED](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: MCCFL Construction Aid

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 8.10.2018

BACKGROUND INFORMATION:

At the May 17, 2018 session the Board of Commissioners authorized a loan of up to \$2.25 million to Mid-Columbia Center for Living for the CDBG construction project in our community. These documents formalize that action.

Excerpt of 5.17.2018 Minutes:

Mr. Stone stated that well over a year ago, Mid-Columbia Center for Living approached the County to be the sponsor for a CDBG Grant to construct a new mental health facility in The Dalles. The County agreed and was awarded \$2 million in support of the project. He pointed out that \$2 million is not enough to complete the project; MCCFL sought additional funding sources including their own reserves and a bank loan. It took some time before the project went out to bid and bids through two RFP processes came in higher than the amount budgeted for the project. The MCCFL Board decided to move forward at the higher cost and seek additional funding. The County accepted the bid and signed a contract. Five days prior to breaking ground, US Bank pulled their \$1.5 million loan which put the project in jeopardy and left Wasco County, as grant sponsor, in a precarious position.

Mr. Stone went on to say that the County is responsible for seeing the project through construction and the first five years of use as a mental health clinic. Should the project fail, the County will be responsible for paying back any CDBG funds expended and contractor fees. He said that these circumstances also offer us an opportunity to support the project through a loan to MCCFL at the same rate of interest offered by the bank which would be a rate of return more than double what the County is currently receiving through LGIP investments. He said he would suggest filling the entire funding gap with a loan for up to \$2.25 million. He said that the proposed loan is for 10-years with a 20-year amortization; a balloon payment would be due at the end of 10-years. He pointed out that some of the money in reserves is from the Enterprise Zone funds and this would be an appropriate use of those dollars as the community has a high need for mental health services. He went on to say that although he does not want to get into the business of making loans, he recommends seeing this project through to completion – we are responsible for this project and there were extenuating circumstances.

Mr. Middleton explained that the bank pulled the loan as they were looking for a non-profit entity rather than a government entity. In addition, MCCFL spent down some reserves and beginning fund balance which raised their loan risk. He stated that while there is risk, it is minimal. He said that the County is already committed to providing this service. He noted that MCCFL can pay off the loan earlier should they be in a position to do so. He pointed out that MCCFL will be paying less in debt service than they are currently paying in rent. Mr. Stone added that this also keeps us in second position for any legal claim, behind the CDBG program.

CONSTRUCTION AID AGREEMENT

This **Construction Aid Agreement** (this “**Agreement**”) is made this 15th day of August, 2018 by and between **WASCO COUNTY**, a political subdivision of the State of Oregon (“**County**”), and **MID-COLUMBIA CENTER FOR LIVING** an Oregon intergovernmental agency (“**MCCFL**”),

RECITALS:

A. Pursuant to Contract No. C15007 (the “**Contract**”), entered into between County, as Recipient and the State of Oregon, County agreed to administer a Community Development Block Grant (CDBG) on behalf of MCCFL to construct a community mental health facility to serve citizens of Wasco, Sherman and Hood River Counties to provide treatment services for low to moderate income adults, children and families dealing with mental illness, addictions and/or developmental disabilities (the “**Project**”). The Contract is hereby incorporated by reference.

B. On behalf of MCCFL, County intends to construct a community mental health facility on the Property in accordance with the Contract and that certain Intergovernmental Agreement between County and MCCFL dated the 2nd day of September, 2015 and filed on October 5, 2015 as Commissioner’s Journal No. CJ2015-00180 (IGA).

C. Terms of the Contract and IGA, which is also hereby incorporated by reference, require that the MCCFL operate and maintain the Property as a community mental health facility benefitting low and moderate income persons or an urgent need, and that use continue on the Property for no less than five years from the date of issuance of a certificate of completion for the project described in the Contract.

D. Acknowledging the need for and value of the Project, and in order to ensure the timely completion of the Project, County is prepared to make a loan to MCCFL in the sum of Two Million Two Hundred Fifty Thousand Dollars and 00/100 (\$2,250,000.00) to be used for construction costs associated with the Project (the “**Construction Aid**”) on the Property further described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Facility Property**”).

E. As a condition to disbursing the Construction Aid to MCCFL, County has required, and MCCFL has agreed to execute and deliver a Promissory Note consistent with this Agreement and a Trust Deed encumbering the Facility Property, in addition to the County’s first position trust deed encumbering the Facility Property and securing MCCFL’s obligation to operate the Facility as a mental health facility for a period of not less than five (5) years. MCCFL’s performance of its obligations under this Agreement are memorialized by the above referenced Promissory Note which will be secured by a Second Trust Deed against the Property.

AGREEMENTS:

In consideration of the foregoing, the parties agree as follows:

Section 1
Incorporation of Recitals and Exhibits

1.1 Recitals. The foregoing recitals are contractual and are incorporated into this Agreement by reference.

1.2 Exhibits. The exhibits referred to in and attached to this Agreement are contractual and are incorporated into this Agreement by reference.

Section 2
Representations and Warranties of MCCFL

2.1 Representations and Warranties of MCCFL. In order to induce County to enter into this Agreement and disburse the Construction Aid, MCCFL represents and warrants to County, as follows:

(a) MCCFL is (i) a duly organized intergovernmental agency under the laws of the state of Oregon, (ii) qualified to transact business in the state of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by MCCFL (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, note, or other instrument to which MCCFL is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of MCCFL, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect MCCFL's ability to perform its obligations hereunder.

(d) This Agreement will be a valid and binding obligation of MCCFL, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.

(e) The Facility Property is properly planned and zoned for MCCFL's

intended use.

(f) MCCFL is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

2.2 Effectiveness of Representations and Warranties. MCCFL represents and warrants to County that the representations and warranties set forth in Section 2.1 are true and will continue to be true until the conditions of this Agreement have been fully satisfied.

Section 3 Conditions to Funding Construction Aid

3.1 Prior to disbursement of funds under this Agreement, the following conditions shall be satisfied:

(a) MCCFL shall pay to County a loan origination and maintenance fee of Twenty Four Thousand Six Hundred Seventy Two and 00/100 Dollars (\$24,672.00).

(b) The representations set forth in Section 2 shall be true and correct.

(c) Receipt by County of development and building permits to establish that the Project, when completed, will comply with all applicable zoning ordinances, building and use restrictions and codes, including any applicable variances, conditional use permits or similar exceptions, and evidence of the existence of necessary utilities and municipal services required to construct and operate the Project.

(d) Receipt by County of copies of resolutions of MCCFL authorizing receipt of the Construction Aid under the terms and condition set forth herein, and listing the individuals authorized to act on behalf of MCCFL.

Section 4 Construction Aid Terms

4.1 Disbursement of Construction Aid. County will disburse to MCCFL the sum of up to Two Million Two Hundred and Fifty Thousand and no/100s Dollars (\$2,250,000.00).

4.2 Federal Funds. County represents that the funds to fund this Construction Aid are general funds of the County and were not funded from any federal source.

Section 5 Covenants of MCCFL

5.1 Covenants. MCCFL covenants to County that it will perform all of the covenants contained herein in accordance with all of the terms and conditions contained in this Construction Aid Agreement.

Section 6 Disbursement of Construction Aid Funds

6.1 Disbursements. The Construction Aid shall be used solely for payment of design, entitlements, project management and construction costs of the Project incurred by MCCFL and after all other funds including, but not limited to, grant funds have been exhausted (“**Facility Construction Costs**”). Construction Aid funds shall be disbursed upon satisfaction of the conditions set forth in Section 3 of this Agreement and upon receipt of a Construction Aid draw request from MCCFL for payment of the Facility Construction Costs invoiced through the date of the Construction Aid draw request, accompanied by documentation of the Facility Construction Costs incurred, in conformance with the plans, specifications and budget for the Project improvements (a “**Draw Request**”), for County’s review and approval, together with copies of any reports or other documents the cost of which is requested to be reimbursed. County’s payment of Facility Construction Costs shall be made in the amount of each Draw Request approved by County, within ten (10) days after County’s receipt of the Draw Request and the required documentation and documents. Each Draw Request must be signed by MCCFL, indicating that it has approved of the Draw Request. Draw Requests shall not be submitted to County more frequently than once per month.

Section 7 Events of Default

7.1 Events. The occurrence of any one or more of the following shall be an event of default under this Agreement:

(a) MCCFL fails to perform or comply with any term, covenant or condition of this Agreement within 20 days after written notice from County to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 20-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

(b) MCCFL fails to comply with any requirement of any governmental authority having jurisdiction over the Facility Property within 20 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 20-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

(c) Any representation or warranty herein or in any agreement executed under or in connection with this Agreement shall prove to have been false or misleading in any material respect.

(d) The occurrence of a default under any lien instrument secured by the Facility Property or any agreement imposing restrictive covenants with respect to the Facility Property that is not cured within any cure period provided in such lien instrument or agreement.

(e) The filing by MCCFL of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of MCCFL, or of any substantial part of its property, or the making by MCCFL of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by MCCFL in furtherance of any such action.

(f) The commencement of an action against MCCFL seeking any involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of MCCFL of any trustee, receiver or liquidator of MCCFL, or of all or any substantial part of the properties of MCCFL, which appointment is not vacated within 60 days after such appointment.

Section 8 Remedies

8.1 Remedies. If an event of default occurs, County may:

- (a) Withhold disbursement of Construction Aid funds.
- (b) Recover from MCCFL all previously disbursed Construction Aid funds.
- (c) Exercise or pursue any other remedy or cause of action allowed by law.

Section 9 Assignment

9.1 Assignment by MCCFL. MCCFL may not convey, assign, mortgage, pledge, transfer, hypothecate, encumber, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of County. The decision whether to consent shall be

made in the sole discretion of County unless otherwise provided herein. A breach of this provision, directly or indirectly, shall be an event of default and shall not vest any rights in the purported transferee.

9.2 Assignment by County. County may assign its rights and obligations under this Agreement. Any such assignment shall be deemed to have been made pursuant to this Agreement and not in modification hereof.

Section 10

General Provisions

10.1 Time of the Essence. Time is of the essence of this Agreement.

10.2 Notices. All notices, demands, requests, or other communications between the parties shall be given in writing by mailing or delivering by private carrier such notice or other communication, postage or delivery charge prepaid, to the applicable address of the parties as follows:

Mid-Columbia Center for Living
419 East 7th Street #207
The Dalles, Oregon 97058

Wasco County, Oregon
511 Washington Street, Suite 101
The Dalles, OR 97058

10.3 No Waiver; Remedies Cumulative. No failure or delay on the part of County to exercise any right, power or remedy on the part of County shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof; nor shall the waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of County of any provision or condition of this Agreement must be in writing and shall be effective only to the extent set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to County, shall be cumulative and not alternative.

10.4 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. However, MCCFL shall not have the right to assign its rights hereunder or any interest except as provided in Section 9.1 of this Agreement.

10.5 Attorney's Fees. In the event MCCFL defaults hereunder, the undersigned

promises and agrees to pay the reasonable costs of County to recover distributed Construction Aid funds. If suit or action is filed hereon, the undersigned also promises to pay County's reasonable attorney's fees, expenses, and costs in such suit or action or on any appeal therefrom, including, but not limited to, fees and expenses permitted or defined by statutory law, and including all reasonable fees and expenses incurred at trial, on appeal, on petition for review, in connection with arbitration or mediation, and in a bankruptcy proceeding of any nature.

10.6 Governing Law. This Agreement, and any other instruments or agreements required or contemplated hereunder, shall be governed by and interpreted in accordance with the laws of the state of Oregon, without regard to the conflict of law provisions of Oregon law.

10.7 Counterparts. This Agreement may be executed in two or more counterparts all of which shall constitute one agreement, binding on all parties hereto, even though all parties have not signed the same counterpart.

10.8 Integration. This Agreement, and any other instruments or agreements required or contemplated herein, constitute the entire agreement of the parties hereto. This Agreement and the other instruments and agreements required or contemplated herein supersede all prior communications, representations or agreements, oral or written, between the parties hereto and shall not be amended except in writing by the parties hereto.

10.9 Amendment. Any amendment of the terms of this Agreement must be in writing and must be signed by the parties hereto.

10.10 Termination. This Agreement shall remain in effect until all obligations have been fully performed by each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COUNTY:

WASCO COUNTY,
A political subdivision of the State of Oregon

By: _____
Steven D. Kramer, Commission Chair

APPROVED AS TO FORM:

By: _____
Kristen A. Campbell
County Counsel

MID-COLUMBIA CENTER FOR LIVING
an Oregon intergovernmental agency

By: _____
Name:
Title:

EXHIBIT A

Legal Description of the Facility Property

Lot 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon, subject to easements and encumbrances of record.

PROMISSORY NOTE

\$2,250,00.00

August 15, 2018
The Dalles, Oregon

FOR VALUE RECEIVED, MID-COLUMBIA CENTER FOR LIVING an Oregon intergovernmental agency ("**Borrower**"), promises to pay to the order of **WASCO COUNTY**, a political subdivision of the State of Oregon ("**County**"), the principal sum of up to **Two Million Two Hundred Fifty Thousand and 00/100 (\$2,250,000.00)**, specifically so much thereof as may be disbursed pursuant to the Construction Aid Agreement of even date herewith for the benefit of the Borrower by County (the "**Agreement**"). Principal and any other amount payable hereunder to County shall be paid at 511 Washington Street, The Dalles, Oregon, 97058, or such other place as County may direct.

1. Security for Borrower's Performance. Borrower's performance of this Note is secured by a second Trust Deed (the "**Second Trust Deed**"), encumbering Parcel 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon subject to easements and encumbrances of record (the "**Property**"). The Second Trust Deed is in addition to the first trust deed also in favor of Wasco County encumbering the Property and securing Borrower's promise to operate and maintain a community mental health facility benefitting low and moderate income persons or an urgent need, and that use continue on the Property for no less than five years from the date of issuance of a certificate of completion for the project (the "**Completion Date**") as described in the Contract between County and the State of Oregon to administer a Community Development Block Grant on behalf of Borrower.

2. Principal and Interest. The unpaid principal of this loan shall bear simple interest at the rate of four and one half percent (4.5%) per annum. Interest shall be calculated based on the principal balance as may be adjusted from time to time to reflect additional advances made hereunder.

3. Payment of Indebtedness. Interest on the then outstanding principal balance shall be payable each month commencing 30 days from the date of this Note, and continuing on the same day of each month thereafter until the Completion Date. Commencing on the Completion Date, and continuing on the first day of each month thereafter, Borrower shall pay to County equal monthly payments of the total outstanding principal balance amortized over twenty (20) years, plus interest, continuing until the Maturity Date (as hereinafter described) at which time, the remaining principal balance together with any accrued interest and unpaid charges and fees, if any, shall be due and payable. In the event any payment is not received by County within ten (10) days following its due date, a late charge equal to five percent (5%) of the payment shall be due from Borrower to County in addition to the installment that is otherwise due. Borrower acknowledges that this late fee is intended to reimburse County for administrative expenses.

4. **Maturity Date and Prepayment.**

(a) **Maturity Date.** This Note, if not sooner paid, is due and payable in full on the earlier of June 1, 2028, or the first anniversary following Borrower's failure to operate or maintain a community mental health facility on the Property pursuant to Paragraph 1 of this Note.

(b) **Right to Prepay.** Borrower may prepay all or any portion of the principal balance of this Note at any time and without penalty.

5. **Default.**

(a) **Events of Default.** Each of the following shall constitute an Event of Default: (1) Failure of Borrower to perform or abide by any covenant, including without limitation those covenants in this Note within 20 days after written notice thereof given to Borrower by County or, if such cure cannot be completed within such 20-day period, the failure by Borrower to commence the required cure within such 20-day period and thereafter to continue and complete the cure with diligence; (2) If for any payment due hereunder the entire amount due is not paid within ten (10) days after the date upon which notice of default in the making of such payment was given to Borrower, or (3) If there occurs an Event of Default under the Agreement or Second Deed of Trust (collectively, "**Loan Documents**"), as the term Event of Default is therein defined.

(b) **Remedies.** Upon the occurrence of an Event of Default, or at any time thereafter, at the option of County, the whole of the principal sum then remaining unpaid shall become immediately due and payable without notice, and the lien or liens given to secure its payment may be foreclosed. Failure to exercise any right to which County may be entitled, in an Event of Default, shall not constitute a waiver of the right to exercise any such right for a continuing or subsequent Event of Default. County shall have no obligation to advance funds under this Note if Borrower is in default under the terms of this Note or any other agreement Borrower has with County, Borrower ceases operating the Property as a mental health facility, ceases doing business or is insolvent.

(c) **Costs of Default.** Borrower shall pay all costs of collection when incurred by County, including, but not limited to, reasonable attorneys' fees. County is authorized to consult with, employ, and pay attorneys upon an Event of Default or upon institution of legal proceedings by or against County in connection with this Note or the Second Trust Deed, and Borrower shall reimburse County for all of County's legal fees and costs in such amount as the court in any such proceeding and on any appeals from any judgment or decree entered therein may adjudge reasonable. Borrower shall pay all other costs incurred by County in collecting or attempting to collect any sums due under this Note or protecting or enforcing any rights of County under this Note and/or any Loan Document, including, without limitation, County's attorneys' fees and costs in such amount as the court in any such proceeding and on any appeals from any judgment or decree entered therein may adjudge reasonable. All such amounts paid by County shall have equal priority with, and be secured by, the Loan Documents.

(d) **Waivers.** Borrower and all endorsers and all persons liable or to become liable on this Note waive demand, protest and notice of demand, protest and nonpayment, and hereby consent to: (i) any and all extensions in the time for making payments under this Note as the County, in its sole discretion, may grant from time to time, (ii) the release of all or any part of the Property, and (iii) the release of any party liable for payment of the obligations hereunder. All of the obligations herein contained shall be binding upon Borrower and Borrower's successors and assigns. All obligations of Borrower shall inure to the benefit of the successors and assigns of County. In any action or proceeding to recover any sums herein provided for, no defense of adequacy of security or that resort must first be had to security or to any other person shall be asserted.

6. Governing Law. This Note shall be enforced and construed in accordance with the laws of the State of Oregon. Time is of the essence of this Note and of each and every provision hereof.

7. Notices. Notices required or permitted to be given under this Note shall be given in the manner and to the addresses provided in the Loan Documents as defined in the Second Trust Deed, and shall be effective at the times, specified in the Loan Documents.

IN WITNESS WHEREOF, Borrower has executed this Note, as of the date hereof.

BORROWER:
MID-COLUMBIA CENTER FOR LIVING
an Oregon Intergovernmental Agency

By: _____
Name:
Title:

WASCO COUNTY, a political subdivision of the State of Oregon, acting by and through its Board, approves this Promissory Note and accepts the covenants of Borrower.

Dated this 15th day of August, 2018.

WASCO COUNTY,
a political subdivision of the State of Oregon

By: _____
Steven D. Kramer, Commission Chair

WHEN RECORDED RETURN TO:
Wasco County, Oregon
c/o Tyler Stone, Administrative Officer
511 Washington Street, Suite 101
The Dalles, Oregon 97058

TRUST DEED

Grantor: Mid-Columbia Center for Living
419 East 7th Street #207
The Dalles, Oregon 97058

Trustee: AmeriTitle,
100 West 2nd Street
The Dalles, Oregon 97058

Beneficiary: Wasco County, Oregon
511 Washington Street, Suite 101
The Dalles, OR 97058

THIS SECOND TRUST DEED (“Trust Deed”) is made this 15th day of August, 2018, by **Mid-Columbia Center for Living**, an Oregon intergovernmental agency (**“Grantor”**) to **AMERITITLE (“Trustee”)**, for the benefit of **WASCO COUNTY**, a political subdivision of the State of Oregon (**“Beneficiary”**).

RECITALS:

A. Beneficiary has offered to make a loan to Grantor in the sum of Two million Two Hundred Fifty Thousand and 00/100 (\$2,250,000.00) to be used for the construction of a building and related improvements on that certain real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the **“Property”**). The loan is evidenced by a Construction Aid Agreement between Beneficiary and Grantor, and a Promissory Note executed by Grantor in favor of Beneficiary of even date herewith which is secured by the Property. (The Promissory Note as modified, supplemented, extended, renewed, or replaced from time to time is referred to below as the **“Note.”**) The Note, if not sooner paid, is due and payable in full on the earlier of June 1, 2028, or the first anniversary of Grantor's failure to operate or maintain a community mental health facility on the Property pursuant to Paragraph 1 of the Note.

B. As a condition to the making of the loan to Grantor, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed. This Trust Deed is in addition to the first position trust deed in favor of Beneficiary encumbering the Property and securing Grantor's promise to operate

and maintain a community mental health facility benefitting low and moderate income persons or an urgent need, and that use continue on the Property for no less than five years from the date of issuance by IFA of a certificate of completion for the project described in the corresponding Contract entered into between Beneficiary as recipient and State of Oregon to administer a Community Development Block Grant.

C. Beneficiary is presently in possession of the Property pursuant to the Intergovernmental Agreement between Beneficiary and Grantor dated September 2, 2015 to facilitate the implementation of the State of Oregon Community Development Block Grant Contract between Beneficiary and the State of Oregon (Grant Contract) which provides grant funds to Beneficiary for the construction of a mental health clinic on the Property. Consistent therewith, Beneficiary and Grantor have executed a Ground Lease wherein Beneficiary is in possession of the Property for purposes of carrying out the Grant Contract and completing construction of a mental health clinic on the Property.

D. Beneficiary has entered into a contract with Scott Edwards Architecture LLP for the construction of a mental health facility on the Property. Upon completion of construction and issuance of a certificate of occupancy by the local building official, the Ground Lease will end and Grantor will resume possession of the Property. References herein to "When Grantor resumes possession of the Property" means the point in time that a certificate of occupancy has been issued to Beneficiary, the Ground Lease between Grantor and Beneficiary is terminated and Grantor begins utilizing the Property for a mental health facility.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in Section 1.01 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the Property;

TOGETHER WITH all easements, rights-of-way, and rights used in connection with the Property or as a means of access to the Property and all appurtenances in any manner relating to the Property; and

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all rights, titles, and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures, machinery, and equipment attached or affixed to any such buildings and other improvements on the Property, and all additions to and substitutions and replacements of the Property (all of the foregoing being collectively referred to below as the "**Improvements**").

TOGETHER WITH all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance, which Grantor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

TOGETHER WITH Grantor's right, title, and interest in any and all existing and future leases (including subleases), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "**Leases**") and any and all guaranties of a tenant's performance under any and all of the Leases;

TOGETHER WITH all of Grantor's interest in and to all contracts and general intangibles relating to the Property and/or the construction of improvements thereon, and any and all construction contracts, architect contracts and plans and specifications created thereunder, development contracts, and property management contracts;

All of the above is sometimes referred to below as the "**Trust Property.**"

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all of the Obligations (as defined in Section 1.01 below) shall be paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed shall be reconveyed.

This Trust Deed, the Note, and the Construction Aid Agreement, as they may be amended or supplemented from time to time, are sometimes collectively referred to below as the "**Loan Documents.**"

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I Covenants and Warranties of Grantor

1.01 Obligations Secured. This Trust Deed secures the following, collectively referred to as the "**Obligations**":

(1) **Covenants; Payment of Indebtedness.** The performance of all covenants and obligations of Grantor, under the Note, or, in satisfaction of such covenants, the payment of all principal indebtedness, whether such performance and payment is now due or becomes due in the future; and

(2) **Other Obligations.** The performance of all covenants and obligations in the Loan Documents.

1.02 Payment of Indebtedness. For any part of the Note obligation not satisfied by Grantor's performance of the covenants as described in Section 1.01, Grantor shall pay to Beneficiary all remaining principal indebtedness under the Note.

1.03 Property. Grantor warrants that it holds good and merchantable title to the Property and the Improvements, free and clear of all liens and encumbrances except the first position trust deed securing Grantor's operation of the Facility. See **Exhibit "B,"** attached hereto and incorporated herein by reference.

1.04 Further Assurances; Filing & Re-filing of Security Instruments

(1) Grantor shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

(2) Grantor, immediately on the execution and delivery of this Trust Deed, and thereafter from time to time, shall cause this Trust Deed and any supplemental security agreement, mortgage, or Trust Deed and each instrument of further assurance, or a memorandum thereof, to be recorded and rerecorded in such manner and in such places as may be required by any present or future law in order to perfect, and continue perfected, the lien and estate of this Trust Deed.

(3) Grantor shall pay all filing and recording fees and all expenses incident to the execution, filing, recording, and acknowledgment of this Trust Deed; any security agreement, mortgage, or Trust Deed supplemental hereto; and any instrument of further assurance or memorandum thereof.

1.05 Definitions; Environmental Covenants; Warranties and Compliance

(1) For purposes of this section, “**Environmental Law**” means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 USC §§9601–9675, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 USC §§6901–6992.

(2) For the purposes of this section, “**Hazardous Substance**” includes without limitation, any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.

(3) Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Property or the Property’s groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for such Hazardous Substances that may be used in the ordinary course of Grantor’s improvement of the Property or operation of the Facility and in compliance with all Environmental Laws, including but not limited to those relating to licensure, notice, and recordkeeping.

(4) Grantor will keep and maintain the Property in compliance with, and shall not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.

(5) Grantor shall give prompt written notice to Beneficiary of:

(a) Any proceeding, inquiry, or notice by or from any governmental authority with respect to any alleged violation of any Environmental Law or the presence of any Hazardous Substance on the Property or the migration of any Hazardous Substance from or to other properties;

(b) All known claims made or threatened by any person against Grantor or with respect to the Property or Improvements relating to any loss or injury resulting from any Hazardous Substance or the violation of any Environmental Law;

(c) The existence of any Hazardous Substance on or about all or any portion of the Property;
or

(d) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could in Grantor's judgment cause any restrictions on the ownership, occupancy, transferability, or use of the Property under any Environmental Law.

(6) Grantor shall promptly provide to Beneficiary copies of all reports, documents, and notices provided to or received from any agency administering any Environmental Laws. Beneficiary shall have the right to join and participate, in its own name if it so elects, in any legal proceeding or action initiated with respect to the Property or Improvements in connection with any Environmental Law and have its attorney fees in connection with such an action paid by Grantor, if Beneficiary determines that such participation is reasonably necessary to protect its interest in the Trust Property.

(7) If, at any time, Beneficiary has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Property or Improvements has occurred or is threatened, or if Beneficiary has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property or Improvements, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant. Grantor shall promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(8) If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "**Remedial Work**") is required under any applicable Environmental Law, any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether presently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Grantor shall, within 30 days after written demand by Beneficiary for Grantor's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion all the Remedial Work. All costs and expenses of the Remedial Work shall be paid by Grantor including, without limitation, Beneficiary's reasonable attorney fees and costs incurred in connection with monitoring or review of the legal aspects of the Remedial Work. If Grantor shall fail to timely commence, or cause to be commenced, the Remedial Work, Beneficiary may, but shall not be required to, cause the Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work shall become part of the Obligations secured by this Trust Deed and shall bear interest until paid at the rate provided in the Note.

(9) Grantor shall hold Beneficiary, its directors, officers, employees, agents, successors, and assigns, harmless from, indemnify them for, and defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

(10) All representations and covenants in this Section shall survive the satisfaction of the Obligations, the reconveyance of the Trust Property, or the foreclosure of this Trust Deed by any means.

1.06 Maintenance and Improvements. Grantor shall not permit all or any part of the Improvements to be removed, demolished, or materially altered without Beneficiary's prior written consent; provided, however, that Grantor may remove, demolish, or materially alter such Improvements as become obsolete in the usual operation of the Facility, if the removal or material alteration does not materially detract from the operation of the Facility and if all Improvements that are demolished or removed are promptly replaced with Improvements of like value and quality. Grantor shall maintain every portion of the Property and Improvements in good repair, working order, and condition, except for reasonable wear and tear, and shall at Beneficiary's election restore, replace, or rebuild all or any part of the Improvements now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Section 2.01 below). Grantor shall not commit, permit, or suffer any waste, strip, or deterioration of the Trust Property.

1.07 Liens. Grantor shall pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Notwithstanding the foregoing provisions of this Section 1.07, Grantor shall not be deemed to be in default under this Section 1.07 if and so long as (i) Grantor contests in good faith the validity or amount of any asserted lien or other charge and diligently prosecutes or defends an action appropriate to obtain a binding determination of the disputed matter; (ii) nonpayment of such lien or charge does not result in the loss or forfeiture of any of the Property or any interest therein; or (iii) Grantor furnishes cash, a surety bond or other security in form and content and issued by a company reasonably satisfactory to Beneficiary, as security for any payment which may ultimately be required to discharge the lien or charge.

1.08 Impositions

(1) Grantor shall pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and all other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Trust Property, or on the lien or estate of Beneficiary or Trustee (collectively, the "**Impositions**"); provided, however, that if by law any Imposition may be paid in installments, whether or not interest shall accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as the same become due, before any fine, penalty, or cost attaches

(2) Grantor may, at its expense and after prior notice to Beneficiary, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence, the amount, validity, or application, in whole or in part, of any Imposition or lien on the Trust Property or any claim of any laborer, materialman, supplier, or vendor or lien, and may withhold payment of the same pending completion of such proceedings if permitted by law, provided that (a) such proceedings shall suspend collection from the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Grantor pays the amount or satisfies the condition being contested, and Grantor would have the opportunity to do so in the event of Grantor's failure to prevail in the contest; (c) neither Beneficiary nor Trustee shall, by virtue of such permitted contest, be exposed to any risk of liability for which Grantor has not furnished additional security as provided in clause (d) below; and (d) Grantor shall have furnished to Beneficiary cash, corporate surety bond, or other additional security in respect of the claim being contested or the loss or damage that may result from Grantor's failure to prevail in such contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Grantor shall promptly satisfy any final judgment.

(3) Grantor shall furnish to Beneficiary, promptly on request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.09 Inspection of the Property. Grantor shall permit Beneficiary to enter and inspect the Property and the Improvements at reasonable times and after reasonable notice to Grantor.

1.10 Limitations of Use. Grantor shall not initiate, join in, or consent to any rezoning of the Property or any change in any public or private restrictions limiting or defining the uses that may be made of all or any part of the Property and the Improvements without the prior written consent of Beneficiary.

1.11 Insurance.

(1) **Required Insurance When Grantor Resumes Possession of the Property.** When Grantor resumes possession of the Property upon termination of the Ground Lease now in effect between Grantor and Beneficiary, Grantor shall at all times thereafter provide, maintain, and keep in force, or cause to be provided, maintained, and kept in force the following policies of insurance:

(a) Insurance against loss or damage to the Improvements situated on the Property by fire and any of the risks covered by insurance of the type now known as "All Risk Coverage," in an amount not less than the greater of (i) one hundred percent (100%) of the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor), or (ii) an amount sufficient to prevent Grantor and/or Beneficiary from becoming a co-insurer within the terms of the applicable policies; and with not more than Five Thousand and No/100 Dollars (\$5,000.00) deductible from the loss payable for any loss. The policies of insurance carried in accordance with this subparagraph a. shall contain the "Replacement Cost Endorsement;"

(b) Commercial general liability insurance, including liabilities assumed under contract, with limits, coverages, and risks insured acceptable to Beneficiary, and in no event less than \$1,000,000 combined single limit coverage. The policy shall contain an endorsement that Wasco County is an additional insured for this coverage; and

(c) Such other insurance and in such amounts as may, from time to time, be required by Beneficiary against the same or other hazards, including, without limitation, business interruption insurance or insurance covering loss of rents and flood insurance where applicable.

(2) All policies of insurance required by the terms of this Trust Deed shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, or deductions against Grantor. (Non-Contributory Standard Mortgage Clause and Beneficiary's Loss Payable Endorsement - Form CP 12 18 or its equivalent.)

(3) All insurance shall be issued by a company or companies reasonably acceptable to Beneficiary with a rating of A X or better by AM Best and in amounts in each company satisfactory to

Beneficiary. All policies of insurance shall have attached thereto a Beneficiary's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date.

(4) At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Trust Deed. All such policies shall contain an endorsement that such policies will not be canceled or materially amended or reduced in scope or limits of coverage without at least thirty (30) days' prior written notice to Beneficiary. In the event Grantor fails to provide, maintain, keep in force, or deliver and furnish to Beneficiary the policies of insurance required and certificates by this section, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary and, until such payment is made by Grantor, the amount of all such premiums shall be secured by this Trust Deed.

1.12 Casualty/Loss Restoration

(1) **Notice and Proof of Loss.** After the occurrence of any casualty to the Property, whether or not required to be insured against as provided in this Trust Deed, Grantor shall give prompt written notice of the casualty to Beneficiary. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(2) **Assignment of Proceeds.** Grantor assigns to Beneficiary all net insurance proceeds, up to the full amount of the obligations secured by this Trust Deed (the "**Net Proceeds**"), that Grantor may be entitled to receive with respect to any casualty. Beneficiary may, at its sole option, apply the Net Proceeds to the reduction of the Obligations in such order as Beneficiary may determine, whether or not such Obligations are then due, or apply all or any portion of the Net Proceeds to the cost of restoring and rebuilding the portion of the Trust Property that was damaged or destroyed. If the insurance proceeds are applied to rebuilding and restoration, Beneficiary shall be entitled to hold the Net Proceeds, and the Net Proceeds shall be released only on such terms and conditions as Beneficiary shall require in its sole discretion, including but not limited to prior approval of plans and release of liens. No Net Proceeds shall be released if Grantor is in default under this Trust Deed.

1.13 Actions to Protect Trust Property If Grantor shall fail to obtain the insurance required herein and make the required payments or perform or observe any of its other covenants or agreements under this Trust Deed, Beneficiary may, without obligation to do so, obtain or pay the same or take other action that it deems appropriate to remedy such failure. All sums, including reasonable attorney fees, so expended to maintain the lien or estate of this Trust Deed or its priority, or to protect or enforce any of Beneficiary's rights, or to recover any indebtedness secured by this Trust Deed, shall be a lien on the Property, shall be secured by this Trust Deed, and shall be paid by Grantor upon demand. No payment or other action by Beneficiary under this section shall impair any other right or remedy available to Beneficiary or constitute a waiver of any default.

1.14 Insurance Warning. Unless Grantor provides Beneficiary with evidence of the insurance coverage required hereby, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Trust Property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or

any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

ARTICLE II Condemnation

2.01 Condemnation

(1) **Notice.** Should any part of or interest in the Trust Property be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "**Condemnation**"), or should Grantor receive any notice or other information regarding such action, Grantor shall give immediate notice of such action to Beneficiary.

(2) **Condemnation Proceeds.** Beneficiary shall be entitled to Grantor's interest in all compensation, awards, and other payments or relief ("**Net Condemnation Proceeds**") up to the full amount of the obligations secured by this Trust Deed, and shall be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with such Condemnation. In the event the Trust Property is taken in its entirety by Condemnation, all obligations secured by this Trust Deed, at Beneficiary's election, shall become immediately due and collectible.

(3) **Application of Net Condemnation Proceeds.** Beneficiary may, at its sole option, apply the Net Condemnation Proceeds to the reduction of the obligations secured hereby in such order as Beneficiary may determine, or apply all or any portion of the Net Condemnation Proceeds to the cost of restoring and improving the remaining Trust Property. In the event that Beneficiary elects in its sole discretion to apply the Net Condemnation Proceeds to restoration and improvement, the proceeds shall be held by Beneficiary and shall be released only upon such terms and conditions as Beneficiary shall require, including but not limited to, prior approval of plans and release of liens. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Grantor and Beneficiary in connection with the Condemnation.

ARTICLE III Assignment of Leases, Rents, Issues, and Profits

3.01 Assignment. Grantor assigns and transfers to Beneficiary (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising, and relating to the occupancy or use of all or any portion of the Trust Property, including all modifications, extensions, and renewals thereof (the "**Leases**"), and (2) all rents, revenues, issues, profits, income, proceeds, and

benefits derived from the Trust Property and the lease, rental, or license of all or any portion thereof, including but not limited to lease and security deposits (collectively, the “**Rents**”). This assignment is intended by Grantor and Beneficiary to create a present and unconditional assignment to Beneficiary, subject only to the license set forth in Section 3.04 below.

3.02 Rights of Beneficiary. Subject to the provisions of Section 3.04 below giving Grantor a revocable, limited license, Beneficiary shall have the right, power, and authority to:

(1) **Notice of Assignment.** Notify any and all tenants, renters, licensees, and other obligors under any of the Leases that the same have been assigned to Beneficiary and that all Rents are to be paid directly to Beneficiary, whether or not Beneficiary shall have foreclosed or commenced foreclosure proceedings against the Trust Property, and whether or not Beneficiary has taken possession of the Trust Property;

(2) **Modifications.** Discount, settle, compromise, release, or extend the time for payment of, any amounts owing under any of the Leases and any Rents, in whole or in part, on terms acceptable to Beneficiary;

(3) **Collection Activities.** Collect and enforce payment of Rents and all provisions of the Leases, and prosecute any action or proceeding, in the name of Grantor or Beneficiary, with respect to any and all Leases and Rents; and

(4) **Other.** Exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents.

3.03 Application of Receipts. Beneficiary shall have the right, power, and authority to use and apply any Rents received under this Trust Deed (1) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Beneficiary, and in collecting any Rents; and (2) for the operation and maintenance of the Trust Property and the payment of all costs and expenses in connection therewith, including but not limited to the payment of utilities, taxes, assessments, governmental charges, and insurance. Beneficiary shall apply all remaining Rents collected and received by it to the reduction of the Obligations in such order as Beneficiary shall determine. The exercise or failure by Beneficiary to exercise any of the rights or powers granted in this assignment shall not constitute a waiver of default by Grantor under this Trust Deed, the Note, or any of the other Loan Documents.

3.04 License. Beneficiary hereby grants to Grantor a revocable license to collect and receive the Rents. Such license may be revoked by Beneficiary, without notice to Grantor, on the occurrence of any event of default under this Trust Deed, including any default by Grantor of its covenants in this Article III. Unless and until such license is revoked, Grantor agrees to apply the proceeds of Rents to the payment of the Obligations and to the payment of taxes, assessments, governmental charges, insurance premiums, and other obligations in connection with the Trust Property, and to the maintenance of the Trust Property, before using such proceeds for any other purpose. Grantor agrees to (1) observe and perform every obligation of Grantor under the Leases, (2) enforce or secure at its expense the performance of every obligation to be performed by any lessee or other party under the Leases, and (3) appear in and defend, at Grantor’s sole cost and expense, any action or proceeding arising out of or in connection with the Leases or the Rents.

3.05 Limitation of Beneficiary's Obligations. Notwithstanding the assignment provided for in this Article III, Beneficiary shall not be obligated to perform or discharge, and Beneficiary does not undertake to perform or discharge, any obligation or liability with respect to the Leases or the Rents. This assignment shall not operate to place responsibility for the control, care, maintenance, or repair of the Trust Property on Beneficiary, or to make Beneficiary responsible for any condition of the Property. Beneficiary shall be accountable to Grantor only for the sums actually collected and received by Beneficiary pursuant to this assignment. Grantor shall hold Beneficiary fully harmless from, indemnify Beneficiary for, and defend Beneficiary against any and all claims, demands, liabilities, losses, damages, and expenses, including attorney fees, arising out of any of the Leases, with respect to any of the Rents, or in connection with any claim that may be asserted against Beneficiary on account of this assignment or any obligation or undertaking alleged to arise therefrom.

3.06 Termination. The assignment provided for in this Article III shall continue in full force and effect until all the Obligations have been fully paid and satisfied. At such time, this assignment and the authority and powers herein granted by Grantor to Beneficiary shall cease and terminate.

3.07 Attorney-in-Fact. Grantor irrevocably constitutes and appoints Beneficiary, and each of its officers, as its true and lawful attorney-in-fact, with power of substitution, to undertake and execute any and all of the rights, powers, and authorities described in this Article III with the same force and effect as if undertaken or performed by Grantor, and Grantor ratifies and confirms any and all such actions that may be taken or omitted to be taken by Beneficiary, its employees, agents, and attorneys.

ARTICLE IV Events of Default; Remedies

4.01 Events of Default. Each of the following shall constitute an "Event of Default" under this Trust Deed and under each of the other Loan Documents:

- (1) **Nonpayment.** Failure of Grantor to pay any of the Obligations before the due date.
- (2) **Breach of Other Covenants.** Failure of Grantor to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note or this Trust Deed, within 20 days after written notice thereof given to Grantor by Beneficiary or, if such cure cannot be completed within such 20-day period, the failure by Grantor to commence the required cure within such 20-day period and thereafter to continue and complete the cure with diligence.
- (3) **Misinformation.** Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or its agents to Beneficiary in or in connection with any of the Obligations.
- (4) **Bankruptcy.** The occurrence of any of the following with respect to Grantor: (a) appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium or insolvency law; (d) institution of any proceeding for dissolution or liquidation; (e) inability to pay debts when due; (f) any general assignment for the benefit of creditors; or (g) abandonment of the Trust Property.
- (5) **Transfer; Due-on-Sale.** The Property, any portion thereof or other interest therein is transferred in violation of the terms of Article V of this Trust Deed.

4.02 Remedies in Case of Default. If an Event of Default shall occur, Beneficiary may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) **Acceleration.** Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) **Receiver.** Beneficiary may have a receiver appointed for the Trust Property. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.

(3) **Possession.** Beneficiary may, either through a receiver or as Beneficiary-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control it as Beneficiary shall deem appropriate in its sole discretion. On request after an Event of Default, Grantor shall peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.

(4) **Rents.** Beneficiary may revoke Grantor's right to collect the Rents, and may, either itself or through a receiver, collect the same. Beneficiary shall not be deemed to be in possession of the Property solely by reason of exercise of the rights contained in this subsection (2). If Rents are collected by Beneficiary under this subsection, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment thereof in the name of Grantor and to negotiate such instruments and collect their proceeds. After payment of all Obligations, any remaining amounts shall be paid to Grantor and this power shall terminate.

(5) **Power of Sale.** Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Property by advertisement and sale under applicable law.

(6) **Foreclosure.** Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and giving Beneficiary the right to collect any deficiency remaining due after disposition of the Trust Property.

4.03 Sale. In any sale under this Trust Deed or pursuant to any judgment, the purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, its officers, agents, and employees, may purchase at any such sale. Beneficiary and each of its officers are irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold and, for that purpose, Beneficiary and its officers may execute all appropriate instruments of transfer. Nevertheless, Grantor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Beneficiary, for such purpose. Notwithstanding, if Beneficiary acquires ownership of the Property pursuant to foreclosure of this Trust Deed, Beneficiary shall refrain from changing the use of the Property from a community mental health treatment center during the Five Year Period as defined

in that certain Intergovernmental Agreement between Grantor and Beneficiary approved by the Wasco County Board of Commissioners on the 2nd day of September, 2015 in Wasco County Commissioner's Journal CJ2015-000180 and filed with the Wasco County Clerk on October 5, 2015.

4.04 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy shall not preclude the exercise of any other remedy. An election by Beneficiary to cure under Section 1.13 shall not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

4.05 Receiver or Trustee-in-Possession. On taking possession of all or any part of the Trust Property, Trustee, Beneficiary, or a receiver may:

(1) **Management.** Use, operate, manage, control, and conduct business with the Trust Property and make expenditures for such purposes and for such maintenance and improvements as are deemed reasonably necessary.

(2) **Rents and Revenues.** Collect all rents, revenues, income, issues, and profits from the Trust Property and apply such sums to the reasonable expenses of use, operation, management, maintenance, and improvements.

(3) **Construction.** At its option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.

(4) **Additional Indebtedness.** If the revenues produced by the Trust Property are insufficient to pay expenses, Beneficiary, Trustee, or the receiver may borrow or advance such sums on such terms as it deems reasonably necessary for the purposes stated in this section. All advances shall bear interest, unless otherwise provided, at the rate set forth in the Note, and repayment of such sums shall be secured by this Trust Deed.

4.06 Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under this Article IV shall be applied as follows:

(1) **Costs and Expenses.** To pay all costs of exercising such rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or Beneficiary-in-possession, the costs of any sale, and the costs and expenses provided for in Section 6.06 below.

(2) **Indebtedness.** To pay all Obligations, in such order as Beneficiary shall determine in its sole discretion.

(3) **Surplus.** The surplus, if any, remaining after satisfaction of all the Obligations shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled to the surplus.

4.07 Deficiency. No sale or other disposition of all or any part of the Trust Property pursuant to this Article IV shall be deemed to relieve Grantor of any of the Obligations, except to the extent that the proceeds are applied to the payment of such Obligations. If the proceeds of a sale, a collection, or

other realization of or on the Trust Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Grantor shall remain liable for any deficiency to the fullest extent permitted by law.

4.08 Waiver of Stay, Extension, Moratorium, and Valuation Laws. To the fullest extent permitted by law, Grantor waives the benefit of any existing or future stay, extension, or moratorium law that may affect observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Trust Property prior to any sale.

ARTICLE V Due on Sale

5.01 Due on Sale. Grantor agrees and acknowledges that the indebtedness evidenced by the Note is personal to Grantor and that Grantor's personal responsibility and control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Any conveyance of the whole or any part of the property securing payment of this Note whether by deed, contract, further encumbrance, or otherwise, or lease of the same (other than a lease of any portion of the space in the improvements on the Property in the ordinary course of business without an option to purchase) without Beneficiary's prior written consent, which consent Beneficiary may withhold in its sole discretion, shall be deemed to increase the risk of Beneficiary, and Beneficiary or other holder of this Note may, upon such conveyance, declare the entire unpaid balance immediately due and payable.

ARTICLE VI General Provisions

6.01 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

6.02 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. In addition, upon payment of the Obligations, Beneficiary shall request Trustee to reconvey the Property and shall surrender to Trustee this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

6.03 Notice. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed shall be in writing and may be delivered by hand, or mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given two (2) days following the date of mailing; notices given by hand shall be deemed to have been given when actually received.

6.04 Substitute Trustee. In the event of dissolution or resignation of Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

6.05 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding on and inure to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion thereof shall at any time be vested in any person other than Grantor, Beneficiary shall have the right to deal with such successor regarding this Trust Deed, the Trust Property, and the Obligations in such manner as Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations.

6.06 Indemnity. Grantor shall hold Beneficiary and Trustee and their respective directors, officers, employees, agents, and attorneys, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except Grantor shall not be liable for acts performed by Beneficiary or Trustee in violation of applicable law.

6.07 Expenses and Attorney Fees. If Beneficiary refers any of the Obligations to a lawyer for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings, or in connection with any state or federal tax lien), and a lawyer is employed by Beneficiary to (1) appear in any such action, suit, or proceeding, or (2) reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve, or enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary or its lawyer in connection with the above-mentioned events or any appeals related to such events, including but not limited to costs incurred in searching records, the cost of title reports, and the cost of surveyors' reports. Such amounts shall be secured by this Trust Deed and, if not paid on demand, shall bear interest at the legal rate under Oregon statute for interest on judgments.

6.08 Applicable Law. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed shall be governed by the laws of the State of Oregon.

6.09 Captions. The captions to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defining, diminishing, or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Trust Deed.

6.10 Person Defined. As used in this Trust Deed, the word *person* shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

6.11 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trust Deed, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

6.12 Entire Agreement. This Trust Deed contains the entire agreement of the parties with respect to the Trust Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained herein shall be binding or valid.

6.13 Property Not Grantor's Principal Residence. Grantor covenants and warrants that the Property and Improvements are used by Grantor exclusively for Grantor's purposes as an intergovernmental agency. Grantor also covenants and warrants that the Property and Improvements are

not now occupied as the principal residence of Grantor, Grantor's spouse, or Grantor's minor or dependent child.

GRANTOR: **MID-COLUMBIA CENTER FOR LIVING**
An Oregon intergovernmental agency

By: _____
Name:
Title:

STATE OF OREGON)
) ss.
County of Wasco)

On this ____ day of _____, 2018, before me personally appeared _____, who being duly sworn, stated that he is the **Executive Director of Mid-Columbia Center For Living** and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board.

Notary Public for Oregon
My commission expires: _____

WASCO COUNTY, an Oregon political subdivision, acting by and through its Board, approves this conveyance and accepts the security interest conveyed by Grantor.

Dated this 15th day of August, 2018.

WASCO COUNTY,
an Oregon political subdivision

By: _____
Steven Kramer, Chair

STATE OF OREGON)
) ss.
County of Wasco)

This instrument was acknowledged before me on August 15, 2018, by **Steven Kramer**, as **Chair** of **WASCO COUNTY**, on its behalf.

Notary Public for Oregon
My commission expires: _____

APPROVED AS TO FORM:

By: _____
Kristen A. Campbell

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon, subject to easements and encumbrances of record.

EXHIBIT B

LIENS AND ENCUMBRANCES

Trust Deed dated the 19th date of October, 2017 by **MID-COLUMBIA CENTER FOR LIVING** ("Grantor") to **AMERITITLE** ("Trustee"), for the benefit of **WASCO COUNTY** ("Beneficiary"), recorded the 26th day of October, 2017 as Instrument #2017-004256, Records of Wasco County.



PROPOSED MOTION LANGUAGE

SUBJECT: MCCFL CONSTRUCTION AID

CONSTRUCTION AID AGREEMENT: I move to approve the Construction Aid Agreement between Wasco County And Mid-Columbia Center for Living.

PROMISSORY NOTE: I move to approve the Promissory Note in the amount of Two Million Two Hundred and Fifty Thousand dollars pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living.

TRUST DEED: I move to approve the Trust Deed by Mid-Columbia Center for Living for the benefit of Wasco County to secure the Promissory Note executed pursuant to the Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living.



AGENDA ITEM

Building Codes Management

[COMMUNICATIONS FROM STATE BUILDING CODES](#)



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

August 8, 2018

Tyler Stone, Administrative Officer
Wasco County
511 Washington St, Ste. 101
The Dalles, Oregon 97058

RE: Wasco County's building inspection program – Follow up to June 20,
2018 letter

Mr. Stone:

I am following up on a June 20, 2018 letter sent to you by Shane Sumption from the Building Codes Division. The letter was a reminder to each county regarding the State's temporary status administering the building inspection program and provided options for transitioning the program back to the local jurisdiction. Mr. Sumption has left the division and I am now the division's Statewide Services Manager. I will be working with the counties on transitioning the State from it's temporary status to some other arrangement. We believe it is best for local government to have local control over it's development services.

Please let me know how you intend to proceed and which of the options identified in Mr. Sumption's June 20, 2018 letter (enclosed for convenience) will best meet your needs. I have been asked to discontinue our temporary status no later than December 31, 2018.

Please let me know how you intend to proceed at your earliest convenience so that I can assist with a smooth transition.

Sincerely,

Rex Turner
Statewide Services Manager
Building Codes Division
rex.l.turner@oregon.gov
503-373-7755

Enclosure: BCD Letter from Shane Sumption issued June 20, 2018



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
bcd.oregon.gov

June 20, 2018 *RT*

Tyler Stone, Administrative Officer
Wasco County
511 Washington St, Ste 101
The Dalles OR 97058

RE: Wasco County's building inspection program – Follow up to January 10, 2018 letter

Mr. Stone:

The division temporarily assumed Wasco County's building inspection program on February 1, 2018. The assumption was intended to be temporary.

We want to check in with you to determine which of the following options you intend to move forward with or how we can provide you information to assist the county with making an informed decision:

1. Operate the program at the county level.
2. Contract with a service provider or other community.
3. Return the program to the state.
4. Other ideas.

At your earliest convenience, we would like to know how the county intends to proceed and a general timeline. I can be reached at (503) 373-7613.

Sincerely,

Shane Sumption
Policy and Technical Services Manager
Building Codes Division
shane.r.sumption@oregon.gov



AGENDA ITEM

NORCOR: Proposed Bylaws/Budget Request

[INTRODUCTORY EMAIL](#)

[DRAFT REVISED NORCOR BYLAWS](#)

[NORCOR RESOLUTION AND ORDER #18/19-2](#)



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

Fwd: NORCOR Proposed Bylaw Amendments

2 messages

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

Wed, Aug 1, 2018 at 11:52 AM

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

From: **Beth Anderson** <banderson@norcor.co.wasco.or.us>
Date: Wed, Aug 1, 2018, 9:50 AM
Subject: NORCOR Proposed Bylaw Amendments
To: Tyler Stone <tylers@co.wasco.or.us>

[Redacted content]

Good Morning,

Attached please find a PDF with the following documents: (1) original NORCOR Bylaws; (2) previous amendments to the NORCOR Bylaws; and (3) proposed amendments to the NORCOR Bylaws to be discussed/considered at the August 16, 2018, NORCOR Board meeting.

A summary of the effect of each proposed amendment is as follows:

ARTICLE IV - REPRESENTATION ON BOARD OF DIRECTORS: Amends the bylaws to permit a non-voting Juvenile Director to sit on the Board.

ARTICLE V – MEETINGS: Sets forth new policy regarding attendance at executive sessions of the Board, and removes language indicating that the Board meets “monthly.”

ARTICLE VIII - ELECTION OF OFFICERS: States that nominations for officers “shall be made from the floor during the regular scheduled December meeting or at the last scheduled meeting in the calendar year.” (Previously the bylaws stated that nominations would happen in January/February.)

ARTICLE XI – FORMATION AND DUTIES OF THE EXECUTIVE COMMITTEE: This Section is repealed.

ARTICLE XV – FINANCE: Clarifies the appointment of the Budget Officer to prepare NORCOR’s administrative budget and adds the relevant ORS provision stating that “appointive members of Budget Committee may not be officers, agents or employees of the municipal and county corporation.”

--
Thank you,

Beth Anderson
NORCOR
201 Webber Street
The Dalles, OR 97058

NORCOR

BYLAWS

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B Y - L A W S
OF
NORTHERN OREGON CORRECTIONS

ARTICLE I - AUTHORITY

The authority for the establishment of NORTHERN OREGON CORRECTIONS (hereinafter referred to as "NORCOR") is set forth in the State of Oregon enabling legislation ORS 190.003 through 190.110, 169, 169.610, 169.740 and by resolutions and/or intergovernmental agreement of Hood River, Wasco, Sherman, Gilliam Counties, and any governmental entity, subject to the approval of the Board of Directors of NORCOR.

ARTICLE II - PURPOSE

The purpose of NORCOR is to assist local governments and provide a legal structure between local, state and federal governments such as:

- A.) To provide a forum for elected officials and citizens of member governments to identify justice issues and needs which are regional in scope; achieve concurrence for cooperative actions; plan, approve and recommend governmental actions in areas of intergovernmental concern; and evaluate the effectiveness of such actions in measurable terms.
- B.) To attain the maximum degree of cost effective, intergovernmental cooperation possible in the multi-county, Mid-Columbia region in order to delivery an acceptable quality of justice; to foresee and prevent justice problems created by government budget limitations, custodial mandates, rehabilitative requirements, socio-economic factors, legal requirements, and offender population growth and respond to changes in the applicable laws of the State of Oregon.

- C.) To assure through coordination, cooperation and the pooling of common resources, maximum efficiency and economy in governmental operations which will provide every citizen of the region with the utmost value for every tax dollar.
- D.) To encourage and provide the opportunities for local governments to plan, program and implement actions which are intended to provide to our communities a safer quality of life.
- E.) To utilize the capacitation of intergovernmental cooperation such as grant development, joint enterprises, mutual aid, parallel action and contractual services on a voluntary basis through formal and informal agreements.

ARTICLE III - MEMBERSHIP

The eligible membership of NORCOR shall consist of the following:

- A.) Hood River County
- B.) Wasco County
- C.) Sherman County
- D.) Gilliam County
- E.) Governmental entities approved by the Board of Directors of member counties (see Article IV).

ARTICLE IV - REPRESENTATION ON BOARD OF DIRECTORS

- A.) The NORCOR Board of Directors shall consist of two members from each of the member governing bodies including elected county judges and commissioners and/or their appointed designee or alternate.
- B.) Each member governing body may have two official representative at each meeting.
- C.) The term of office of NORCOR directors for financially participating governing bodies shall be two years commencing on February 1 or as soon thereafter as

practicable and any past members shall be eligible for reappointment. The term of office in NORCOR shall expire upon the expiration of the term of an elected official, and the governing body shall appoint a new director and/or alternate.

- D.) Directors who are absent, without excuses, from three consecutive regularly scheduled meetings shall be ruled inactive and subject to immediate replacement by those responsible for their appointment upon notification in writing by the NORCOR Board of Directors of the absences.
- E.) All appointments by member governing bodies shall be formally conveyed to the NORCOR administrator, who shall make proper notification to member governing bodies and maintain a current roster of active directors and their appointed alternates.

ARTICLE V - MEETINGS

- 1.) Regular Meetings
 - a.) The Board of Directors shall meet monthly or as required, at a time and place set by the NORCOR administrator or the chair as required by Oregon law (ORS 192.640 [1981])
 - b.) Notification of regular meetings shall be made in writing to members and the general public by way of the media prior to the date of the meeting.
- 2.) Special Meetings
 - a.) Special meetings may be called by the Board chair or by representatives of a simple majority of the Board of Directors.
 - b.) Special meetings shall be announced to all members in writing and/or by telephone at least 24 hours before the meeting occurs, provided that public notice is provided to the various press media within the boundaries of the governing bodies.
- 3.) Annual Meetings
 - Each February the chair shall call an annual meeting for election of officers.

4.) Minutes and Records

- a.) Actions of the Board of Directors requiring written execution, such as formal resolutions may be drawn up after the action has been taken; and the signature of the chair person, subject to the approval of a majority of the Board of Directors, shall be sufficient to validate such actions or resolutions.
- b.) Contracts and agreements to which NORCOR is a party shall be provided to legal counsel at least two weeks prior to a regularly scheduled meeting, and counsel shall provide advice or adjustments, as necessary.
- c.) Minutes of all Board meetings shall contain a record of motions, resolutions, findings of facts, financial activity and other determinations of the Board; and shall also contain the usual details of time, member voting, place, attendance and so on. Minutes must be signed by the staff assigned to document the meetings when prepared and validated by the signature of the Board Chairman when approved by the Board at its next regular meeting. The staff secretary shall be responsible for sending each governing body a copy of the minutes in the same mailing as the ensuing agenda.
- d.) An annual report of attendance of directors shall be transmitted to each member governing body for review.

ARTICLE VI - PROCEDURES AND VOTING

1.) Quorum

A simple majority of the total representation of the Board of Directors, or any committee thereof, respectively, must be physically present or electronically on line to constitute a quorum for the transaction of business by either, except when a committee of the Board is composed of three members or less, in which case all members must be physically present to conduct business.

- 2.) Votes
Each representative of a governing body shall have one vote on matters before the Board of Directors, or any committee thereof.
- 3.) Proxy Votes
Proxy votes will not be recognized in any circumstances. Votes of NORCOR members may be taken by electronic means at the time and place of the meeting during the published hour of the meeting.
- 4.) Vote Required for Action by the Board of Directors
A quorum being present, whether in person or by electronic means, a vote for action shall require at least five(5) affirmative votes or a majority of the membership, whichever is greater.

ARTICLE VII - OFFICERS

- 1.) The officers of the NORCOR shall consist of a Chair Person ("chair"), Vice-Chair, Secretary/Treasurer and such other officers as it may desire.
- 2.) The Chair shall be elected from a duly qualified county and shall serve a one-year term. The Chair may be re-elected. The Chair shall preside at all meetings at which he or she is present and shall appoint committees and the administrator to execute the work and directives of NORCOR. The Chair may be removed from office by a simple majority vote of the total Board of Directors, expiration of their elected term, or the voters by way of recall.
- 3.) The Vice-Chair shall be elected in the same manner, have the same term of office and be eligible for the same consecutive terms of office as the Chair. The Vice-Chair shall assume the duties of the Chair, in the absence of the Chair. The Vice-Chair may be removed from office in the same manner as the Chair.
- 4.) The Secretary/Treasurer shall be elected in the same manner, have the same term of office, and be eligible for the same consecutive terms of office as the Chair. The Secretary/Treasurer shall have general

responsibility for insuring that the funds of the NORCOR are properly received, deposited and accounted for according to standard municipal accounting practices, that accurate, legally sufficient financial books and records are maintained and on file in the office for review by the auditor, the public, member governing bodies and directors of NORCOR. The Secretary/Treasurer may be removed from office in the same manner as the Chair person.

- 5.) All officers and staff shall provide surety bonds as required by the Board of Directors and the financial costs of the bond shall be paid by NORCOR. NORCOR and its directors will be protected by such insurance as required by law.
- 6.) Vacancies in Office
An office of NORCOR shall be deemed vacant at such time as the occupant cannot meet the required qualifications of the position, or any condition described in Article IV. Vacancies shall be filled as follows:
 - (a) a vacancy in the office of Chair person shall be filled by the Vice-Chair for the remainder of the unexpired term. In such event, a new Vice-Chairman shall be elected by a majority of the remaining directors, as provided in these by-laws, at the next regular meeting of the NORCOR, for the balance of the term;
 - (b) the office of Vice-Chair or Treasurer, if vacant, shall be filled by election, as provided in these by-laws at the next regular or a special meeting of the NORCOR Board of Directors.

ARTICLE VIII - ELECTION OF OFFICERS

- 1.) A quorum being present, officers of NORCOR shall be elected at the annual meeting in February. In the absence of the Executive Officers a pro tempore Chair shall be elected by those members of the Board of Directors present.

- 2.) Nominations for officers shall be made from the floor during the last meeting in January and/or at the annual meeting in February.
- 3.) All balloting shall be done by roll call and a candidate receiving 3 or more votes, or a majority of the quorum, whichever is greater, as described in article VI-4, of those directors present at the annual meeting shall be declared elected and serve a one-year term of office or until a successor takes office.
- 4.) Vacancies in office shall be filled as soon as possible by regular election procedure in accordance with Article VII of these by-laws.

ARTICLE IX - FUNCTIONS AND DUTIES

NORCOR, with the consent of the Board of Directors, shall be able:

- 1.) To conduct, initiate, or cause to be conducted, studies of regional corrections problems pertaining to all regional governmental law enforcement functions which the member governments are empowered to perform, and to prepare and adopt plans and programs, prescribing the governmental and organizational devices for conducting said governmental functions.
- 2.) To recommend, for purposes of developing, solving or alleviating regional programs, actions by public and private agencies.
- 3.) To render advice and technical assistance to public and private agencies.
- 4.) To assist in preparation of resolutions, ordinances, codes, laws, and regulations for submission to member governments for their approval and adoption.
- 5.) To contract with persons or firms or other units and levels of government to carry out the purposes of this organization.

- 6.) To coordinate and function as a regional clearinghouse for projects as related to federal, state, and local units of government to assure the maximum efficiency of public investment, minimum duplication and consistency with regional plans and priorities.
- 7.) To assist member units of government in the implementation of plans and programs as requested by the affected member units of government and approved by the general membership.
- 8.) To plan, develop, and evaluate available funding programs, financial instruments, and legal processes to deliver regional correctional programs, subject to the approval of member governing bodies.
- 9.) To conduct any lawful business related to the function of the agency.

ARTICLE X - POWERS

NORCOR, with the consent of the Board of Directors, shall have the following powers:

- 1.) To enter into agreements with the United States of America, State of Oregon, or any legal entity, or any subdivision or agency or any municipal or quasi-municipal corporation for the purpose of obtaining financial aid or other participation in attaining the objectives and purposes of the organization.
- 2.) To enter into contractual relationships with private agencies or firms for terms not to exceed ten years.
- 3.) To rent or purchase and improve real property for the purpose of establishing an office and sub-offices as needed and to lease portions of that office and/or sub-office to compatible interests.
- 4.) To adopt a budget indicating expenditures of NORCOR and recommending the amount of financial participation by each member.

- 5.) To make, adopt, and amend policies consistent with these by-laws.
- 6.) To appoint executive staff and assign duties, responsibilities, and authority, subject to the availability of an approved budget.
- 7.) To appoint advisory committees to assist in carrying out its functions and duties.
- 8.) To receive gifts, contributions, and donations which may be made to it for its use and purpose, within the limitations of the Oregon Government Standards and Practices Laws.
- 9.) To invest within the limitations of Oregon law, for the short term, those funds available to the organization which are not restricted as to their investment capability.
- 10.) To issue bonds as per inter-government.

ARTICLE XI - FORMATION AND DUTIES OF THE EXECUTIVE COMMITTEE

- 1.) There is hereby established an Executive Committee which shall consist of the Chair, Vice-Chair, Secretary/Treasurer, administrator, as an ex-officio member, and one Board member from any county not represented by the NORCOR officers listed above. The Executive Committee members who are not officers of the NORCOR, with the exception of the administrator, shall be elected to the Executive Committee by the Board of Directors.
- 2.) The term of appointment to the Executive Committee shall be one year, with reappointment to unlimited consecutive terms permitted, with terms to begin in February of each year.
- 3.) The Executive committee shall perform such duties and functions as shall be provided by the Board of Directors as a general guide, and not by law of

limitation, the Executive Committee shall have the following duties and responsibilities:

- a.) To prepare, or have prepared and submitted to the Board of Directors, an annual budget and work program for its action and approval.
- b.) To hire an administrator subject to approval of the Board of Directors, and the availability of budgeted funds.
- c.) To appoint advisory committees to the Executive Committee subject to the approval of the Board of Directors, to assist in carrying out the purposes, functions, duties, and responsibilities of the organization.
- d.) To recommend to the Board of Directors acceptance or rejection by the organization of any gifts, contributions, donations or grants offered to the organization, subject to the limitations of Oregon law and the Oregon Government Standards and Practices Act.
- e.) To take such other action as may be delegated to it by the NORCOR Board of Directors.
- f.) To establish a codified Administrative Policy, codified Personnel Policy, policies, plans, and deadlines subject to the Board of Directors approval, and to direct the staff to implement such policy.
- g.) To provide for and ensure sound management of the affairs of the organization through the development of codified administrative and personnel policies.
- h.) To provide for documented fiscal management procedures and forms to ensure standard accounting practices, including the appointment of an auditor, certified, licensed, and insured to audit municipal accounting systems.
- i.) To recommend action to the Board of Directors concerning NORCOR personnel matters as defined in agency Personnel Policies.
- j.) To analyze risk and recommend to the Board appropriate actions to prevent or address risk, casualty, and liability.

ARTICLE XII - HUMAN RESOURCES

- a.) NORCOR and all of its member governing bodies established by these by-laws, shall be served by the employees, volunteers, and committees of NORCOR.
- b.) Adjustments to the number of full-time-equivalent staff shall be approved by the Board of Directors, subject to the availability of budgeted funds.
- c.) The member governing bodies of NORCOR may also be served by committees, as defined in the Administrative Policies.
- d.) NORCOR will fulfill all the legal requirements of a public employer, including but not limited to, registering its employees as members of the Public Employee Retirement System.

ARTICLE XIII - PROFESSIONAL SERVICES

The NORCOR Board of Directors may retain certain licensed professionals such as a legal counsel, risk agent or certified public accountant to advise it and carry on the legal affairs of NORCOR, when necessary, subject to the limitations of public purchasing laws and rules.

ARTICLE XIV - FISCAL YEAR

The fiscal year of the NORCOR shall commence on July 1 of each year.

ARTICLE XV - FINANCE

- 1.) Annually and before July 1 of each year the NORCOR Budget Committee shall prepare and recommend to the Board of Directors an administrative budget per Oregon Budget Law for NORCOR for the ensuing year, adopted by resolution. Interim budget modifications must be approved by the Board of Directors and the fiscal officer. The Budget Committee members shall consist of the Chair or Judge from each participating County and one (1) lay person from each participating County. The term of the lay person shall be one (1) year.

- 2.) Prior to April 1 of each year the Board of Directors shall determine the financial contributions from NORCOR member agencies will be necessary for the ensuing year. If it is determined that contributions from member agencies will be necessary to operate programs for the ensuing year, the Board of Directors will set the assessment amount and immediately inform member agencies of their share.
- 3.) Following formal notification of assessment, member agencies shall remit their assessment to the NORCOR by December 1 of the same calendar year.
- 4.) All funds of the NORCOR shall be deposited from time to time in such banks, trust companies or other insured depositories as the Board of Directors may select and shall be withdrawn by signed check by such officer, officers, agent or agents as shall be deemed by resolution of the Board of Directors.

ARTICLE XVI - DURATION AND TERMINATION

These by-laws shall continue and remain in full force and the NORCOR shall not dissolve unless by a majority vote of the participating counties' governments, provided however that any such dissolution shall not become effective until such times as any contracts to which the NORCOR is a party have been fully performed or are no longer in effect. In the event of such dissolution all assets on hand shall be distributed to the members in proportion to their contribution to the finances of the NORCOR during the two preceding years.

Any member may withdraw as a participating member in the NORCOR under these by-laws at the termination of the fiscal year by notifying the Board of Directors in writing at least six months prior to the end of the fiscal year of its intention to so withdraw. Any and all indebtedness incurred by the NORCOR on behalf of a member which is withdrawing shall remain an obligation of that member provided that such indebtedness received one affirmative vote of the member's representative at the time the obligation was incurred.

Any governing body required by law to incarcerate offenders may apply to the Board of Directors for consideration for membership, provided the appropriate financial participation has been reviewed and approved by legal counsel, the fiscal officer, and the Board of Directors. There will be an annual application period, which shall occur after January 1 of any year and closing by March 30 to accommodate the calendar requirements of the budget process. The Board of Directors may consider an exception to the application period in the event of an emergency or extenuating circumstances.

By an affirmative vote of three (3) or more votes, or a majority of the members whichever is greater, as described in Article VI-4, of the Board of Directors, a delinquent member in the NORCOR may be terminated and thereby all rights and benefits accrued by virtue of participation in the NORCOR shall be forfeited.

A member not meeting financial commitments to the NORCOR may be declared delinquent by the Board of Directors at the expiration of sixty days following the date due for these commitments.

ARTICLE XVII - AMENDMENTS

Amendments to these by-laws may be made at any meeting of NORCOR providing the following procedure has been followed:

- a.) The prepared amendment together with the ARTICLE to be amended and the reasons for the amendment shall be presented to the Board Chairman in sufficient quantity to provide each director with a copy no less than fifteen days prior to the meeting at which the amendment is to be adopted.
- b.) The fiscal officer provides a statement as to the fiscal impact.
- c.) The Chairman shall immediately dispatch a copy of the proposal to each director. A vote to amend these By-laws shall require approval by a three-fourths majority of the Board of Directors, provided that a majority of the participating county governments cast an affirmative vote.

- d.) An exception to a policy, procedure, or bylaw requirement can be considered by the Board of Directors in the event of an emergency, which is declared by a majority of the members of the Board of Directors.
-

Approved as to form:

_____ County Counsel Hood River County	_____ Date
_____ County Counsel Wasco County	_____ Date
_____ County Counsel Sherman County	_____ Date
_____ County Counsel Gilliam County	_____ Date
_____ County Counsel	_____ Date
_____ County Counsel	_____ Date

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the names of the respective counties:

<u>Beverly A. Rowland</u> Beverly Rowland Chairman, Hood River County Commission	<u>4-30-97</u> Date
<u>John Mabrey</u> John Mabrey Wasco County Court Judge	<u>4-30-97</u> Date
<u>Michael McArthur</u> Michael McArthur Sherman County Court Judge	<u>4-30-97</u> Date
<u>Laura M. Pryor</u> Laura M. Pryor Gilliam County Court Judge	<u>4-30-97</u> Date

NORTHERN OREGON CORRECTIONS (NORCOR)

AMENDMENT TO BYLAWS

The Bylaws of NORCOR dated April 30, 1997 are hereby amended by adding ARTICLE XVIII as follows:

"ARTICLE XVIII - ORDINANCES

1. Enacting Clause. The enacting clause of all Ordinances hereafter enacted by the Board shall be "NORCOR ordains as follows."

2. Methods of Adoption. Ordinances may be adopted by the following methods:

a. The Ordinance shall be fully and distinctly read in open meeting on two (2) different meetings before being adopted by the Board, or

b. An Ordinance may be adopted at a single meeting by unanimous affirmative vote of all of the members present, provided they constitute a quorum.

c. A reading of an ordinance may be by title only if

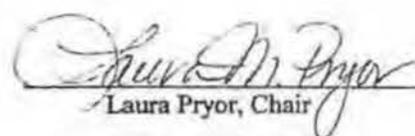
(1) No Board member present requests that the Ordinance be read in full, and

(2) Copies of the Ordinances were provided to all members of the Board of Directors for a reasonable time period before the meeting, and notice of the availability of the Ordinance was posted at the principal place of business of NORCOR.

3. An Ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as it is filed prior to the reading, unless each Section incorporating such a difference as finally amended prior to being adopted is read fully and distinctly in an open meeting of the Board.

4. An Ordinance adopted in accordance with this Article, if not an emergency Ordinance, shall take effect on the 30th day after the date of its adoption, unless it prescribes a later effective date. An emergency Ordinance may take effect immediately upon the date of its adoption.

ADOPTED THIS 5 day of ^{November}~~October~~, 1997.



Laura Pryor, Chair

APPROVED AS TO FORM:

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line that extends to the right.

Will Carey, OSB #72047
Of Attorneys for NORCOR

NORTHERN OREGON CORRECTIONS (NORCOR)

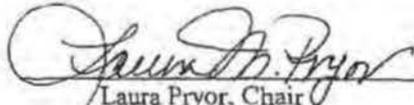
AMENDMENT TO BYLAWS

The Bylaws of NORCOR dated April 30, 1997 are hereby amended by repealing Section 1 of ARTICLE XV - FINANCE and restating said Section 1 as follows:

"ARTICLE XV - FINANCE

- "1.) Annually and before July 1 of each year, the NORCOR Budget Committee shall prepare and recommend to the Board of Directors an administrative budget, per Oregon Budget Law, for NORCOR for the ensuing year, adopted by resolution. Interim budget modifications must be approved by the Board of Directors and the fiscal officer. The Budget Committee members shall consist of one (1) Board member from each participating County, who is an elected official of that County's legislative body, and one (1) lay person appointed by the legislative body of each participating County. The term of the Budget Committee members shall be for one (1) year."

ADOPTED THIS 17th day of April, 1998.



Laura Pryor, Chair

APPROVED AS TO FORM:



Will Carey, OSB #72047
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997 are hereby amended as follows:

I.

Article IV - Representation on Board of Directors, is hereby repealed in its entirety and restated as follows:

"ARTICLE IV - REPRESENTATION ON BOARD OF DIRECTORS

- "A.) The NORCOR Board of Directors shall consist of one (1) member from each of the member governing bodies, including elected County Judges or Commissioners and one (1) sheriff from one (1) of the Member Counties, for a total of five (5) members on the Board of Directors.
- "B.) Each Member County shall appoint from that County's governing body an elected official to act as an alternate Board Member in the absence of that County's primary Board Member. Only one (1) member, however, from each County may vote at Board meetings, in addition to the vote of the one sheriff member.
- "C.) A sheriff from one of the Member Counties shall be elected by the sheriffs of all Member Counties to the NORCOR Board.
- "D.) The term of office of NORCOR Directors shall be for the period designated by each of the Member Counties and, in the case of the sheriff member, by the sheriffs of all Member Counties. The term of office, however, shall expire at such time as the NORCOR Board Member is no longer an elected official.
- "E.) Directors who are absent, without excuses, from three consecutive regularly scheduled meetings shall be ruled inactive and subject to immediate replacement by those responsible for their appointment, upon notification in writing by the NORCOR Board of Directors of the absences.
- "F.) All appointments by member governing bodies shall be formally conveyed to the NORCOR Administrator, who shall make proper

notification to member governing bodies and maintain a current roster of active Directors and their appointed alternates."

II.

Section 2 of Article VI - Procedures and Voting, is hereby repealed and restated as follows.

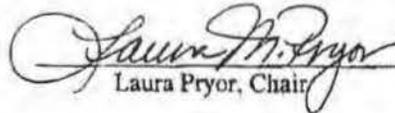
- "2.) Votes.
Board Members who are representatives of a governing body and the one sheriff member shall each have one (1) vote on matters before the Board of Directors, or any committee thereof."

III.

Section 4 of Article VI - Procedures and Voting, is hereby repealed and restated as follows:

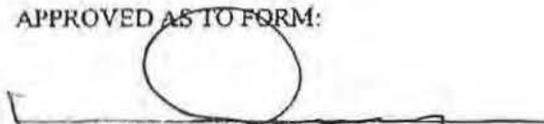
- "4.) Vote Required for Action by the Board of Directors.
A quorum being present, whether in person or by electronic means, a vote for action shall require at least three (3) affirmative votes or a majority of the membership, whichever is greater."

ADOPTED THIS 29th day of June, 1998.



 Laura Pryor, Chair

APPROVED AS TO FORM:



 Will Carey, OSB #72047
 Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997, are hereby amended as follows:

Article IV – REPRESENTATION ON BOARD OF DIRECTORS is hereby repealed in its entirety and restated as follows:

"ARTICLE IV - REPRESENTATION ON BOARD OF DIRECTORS

- A.) The NORCOR Board of Directors shall consist of one (1) member from each of the member governing bodies, including elected County Judges or Commissioners, ~~and~~ one (1) Sheriff from one (1) of the Member Counties, and one (1) Juvenile Director of the Member Counties for a total of ~~five (5)~~ six (6) members on the Board of Directors.
- B.) Each Member County shall appoint from that County's governing body an elected official to act as an alternate Board Member in the absence of that County's primary Board Member. Only one (1) member, however, from each County may vote at Board meetings, in addition to the vote of the one sheriff member. The Member County Juvenile Director Representative is a non-voting Member of the NORCOR Board.
- C.) A sheriff from one of the Member Counties shall be elected by the sheriffs of all Member Counties to the NORCOR Board. The Juvenile Director shall be elected by the Juvenile Oversight Committee.
- D.) The term of office of NORCOR Directors shall be for the period designated by each of the Member Counties and, in the case of the sheriff and Juvenile member, by the sheriffs and Juvenile Directors of all Member Counties. The term of office, however, shall expire at such time as the NORCOR Board Member is no longer an elected official, or an appointed employee.
- E.) Directors who are absent, without excuses, from three consecutive regularly scheduled meetings shall be ruled inactive and subject to immediate replacement by those responsible for their appointment, upon notification in writing by the NORCOR Board of Directors of the absences.
- F.) All appointments by member governing bodies shall be formally conveyed to the NORCOR Administrator, who shall make proper notification to member governing bodies and maintain a current roster of active Directors and their appointed alternates."

ADOPTED THIS 16th day of August, 2018.

Tom McCoy, NORCOR Board Chair

APPROVED AS TO FORM:

Diana L. McDougale OSB #131240
Annala, Carey, VanKoten & Cleaveland P.C.
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997, are hereby amended as follows:

ARTICLE V – MEETINGS is hereby repealed in its entirety and restated as follows:

“ARTICLE V - MEETINGS

1.) Regular Meetings

- a.) The Board of Directors shall meet as required by the Board, at a time and place set by the NORCOR administrator or the chair as required by Oregon law (ORS 192.640 [1981])
- b.) Notification of regular meetings shall be made in writing to members and the general public by way of the media prior to the date of the meeting.

2.) Special Meetings

- a.) Special meetings may be called by the Board Chair or by representatives of a simple majority of the Board of Directors.
- b.) Special meetings shall be announced to all members in writing and/or by telephone at least 24 hours before the meeting occurs, provided that public notice is provided to the various press media within the boundaries of the governing bodies.

3.) Annual Meetings

Each February the Chair shall call an annual meeting for election of officers.

4.) Executive Sessions

- a.) Attendance at executive sessions held pursuant to ORS 192.660 shall be limited to sitting NORCOR Board of Directors members, unless:
 - i. a basis for expanding the scope of attendance at the executive session is stated; and
 - ii. the Board Chair determines that the attendance of individuals that are not NORCOR Board of Directors members should be permitted under the circumstances.
- b.) In the event that the Board of Directors disagree regarding who should be permitted to attend the executive session, the Board of Directors shall take a vote consistent with the procedures set forth in Article VI of the NORCOR Bylaws to determine whether or not attendance at the executive session should be limited.

5.) Minutes and Records

- a.) Actions of the Board of Directors requiring written execution, such as formal resolutions may be drawn up after the action has been taken; and the signature of the chair person, subject to the approval of a majority of the Board of Directors, shall be sufficient to validate such actions or resolutions.
- b.) Contracts and agreements to which NORCOR is a party shall be provided to legal counsel at least two weeks prior to a regularly scheduled meeting, and counsel shall provide advice or adjustments, as necessary.

- c.) Minutes of all Board meetings shall contain a record of motions, resolutions, findings of facts, financial activity and other determinations of the Board; and shall also contain the usual details of time, member voting, place, attendance and so on. Minutes must be signed by the staff assigned to document the meetings when prepared and validated by the signature of the Board Chairman when approved by the Board at its next regular meeting. The staff secretary shall be responsible for sending each governing body a copy of the minutes in the same mailing as the ensuing agenda.
- d.) An annual report of attendance of directors shall be transmitted to each member governing body for review.”

ADOPTED THIS 16th day of August, 2018.

Tom McCoy, NORCOR Board Chair

APPROVED AS TO FORM:

Diana L. McDougale OSB #131240
Annala, Carey, VanKoten & Cleaveland P.C.
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997, are hereby amended as follows:

ARTICLE VIII - ELECTION OF OFFICERS is hereby repealed in its entirety and restated as follows:

“ARTICLE VIII – ELECTION OF OFFICERS

- 1.) A quorum being present, officers of NORCOR shall be elected at the annual meeting in February. In the absence of the Executive Officers a pro tempore Chair shall be elected by those members of the Board of Directors present.
- 2.) ~~Nominations for officers shall be made from the floor during the last meeting in January and/or at the annual meeting in February.~~ Nominations for officers shall be made from the floor during the regular scheduled December meeting or at the last scheduled meeting in the calendar year.
- 3.) All balloting shall be done by roll call and a candidate receiving 3 or more votes, or a majority of the quorum, whichever is greater, as described in Article VI-4, of those directors present at the annual meeting shall be declared elected and serve a one-year term of office or until a successor takes office.
- 4.) Vacancies in office shall be filled as soon as possible by regular election procedure in accordance with Article VII of these bylaws.”

ADOPTED THIS 16th day of August, 2018.

Tom McCoy, NORCOR Board Chair

APPROVED AS TO FORM:

Diana L. McDougle OSB #131240
Annala, Carey, VanKoten & Cleaveland
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997, are hereby amended as follows:

ARTICLE XI – FORMATION AND DUTIES OF THE EXECUTIVE COMMITTEE is hereby repealed in its entirety:

~~ARTICLE XI – FORMATION AND DUTIES OF THE EXECUTIVE COMMITTEE~~

- ~~1. There is hereby established an Executive Committee which shall consist of the Chair, Vice Chair, Secretary/Treasurer, administrator, as an ex-officio member, and one Board member from any county not represented by the NORCOR officers listed above. The Executive Committee members who are not officers of the NORCOR, with the exception of the administrator, shall be elected to the Executive Committee by the Board of Directors.~~
- ~~2. The term of appointment to the Executive Committee shall be one year, with reappointment to unlimited consecutive terms permitted, with terms to begin in February of each year.~~
- ~~3. The Executive committee shall perform such duties and functions as shall be provided by the Board of Directors as a general guide, and not by law of limitation, the Executive Committee shall have the following duties and responsibilities:
 - ~~a.) To prepare, or have prepared and submitted to the Board of Directors, an annual budget and work program for its action and approval.~~
 - ~~b.) To hire an administrator subject to approval of the Board of Directors, and the availability of budgeted funds.~~
 - ~~c.) To appoint advisory committees to the Executive Committee subject to the approval of the Board of Directors, to assist in carrying out the purposes, functions, duties, and responsibilities of the organization.~~
 - ~~d.) To recommend to the Board of Directors acceptance or rejection by the organization of any gifts, contributions, donations or grants offered to the organization, subject to the limitations of Oregon law and the Oregon Government Standards and Practices Act.~~
 - ~~e.) To take such other action as may be delegated to it by the NORCOR Board of Directors.~~
 - ~~f.) To establish a codified Administrative Policy, codified Personnel Policy, policies, plans, and deadlines subject to the Board of Directors approval, and to direct the staff to implement such policy.~~~~

- ~~g.) To provide for and ensure sound management of the affairs of the organization through the development of codified administrative and personnel policies.~~
- ~~h.) To provide for documented fiscal management procedures and forms to ensure standard accounting practices, including the appointment of an auditor, certified, licensed, and insured to audit municipal accounting systems.~~
- ~~i.) To recommend action to the Board of Directors concerning NORCOR personnel matters as defined in agency Personnel Policies.~~
- ~~j.) To analyze risk and recommend to the Board appropriate actions to prevent or address risk, casualty, and liability.~~

ADOPTED THIS 16th day of August, 2018.

Tom McCoy, NORCOR Board Chair

APPROVED AS TO FORM:

Diana L. McDougle OSB #131240
Annala, Carey, VanKoten & Cleaveland P.C.
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS (NORCOR)
AMENDMENT TO BYLAWS**

The Bylaws of NORCOR dated April 30, 1997, are hereby amended as follows:

ARTICLE XV – FINANCE, is hereby repealed in its entirety and restated as follows:

“ARTICLE XV - FINANCE

- 1.) Annually and before April 1 of each year, the NORCOR Board of Directors shall appoint a Budget Officer ~~NORCOR Budget Committee~~ who shall prepare and recommend to the Budget Committee an administrative budget ~~the Board of Directors an administrative budget~~, per Oregon Budget Law, for NORCOR for the ensuing year, which will be adopted by resolution. The Budget Committee members shall consist of one (1) Board member from each participating County, who is an elected official of that County's legislative body, and one (1) lay person appointed by the legislative body of each participating County. Pursuant to ORS 294.414, appointive members of the Budget Committee may not be officers, agents or employees of the municipal and county corporation. The term of the Budget Committee members shall be for one (1) year.
- 2.) Prior to April 1 of each year the ~~Board of Directors~~ Budget Committee shall determine the financial contributions from NORCOR member agencies that will be necessary for the ensuing year. If it is determined that contributions from member agencies will be necessary to operate programs for the ensuing year, the Board of Directors will set the assessment amount and immediately inform member agencies of their share.
- 3.) Following formal notification of assessment, member agencies ~~shall remit their assessment to the NORCOR by December 1 of the same calendar year~~ shall be billed either on a monthly or quarterly basis by NORCOR Finance.
- 4.) All funds of NORCOR shall be deposited from time to time in such banks, trust companies or other insured depositories as the Board of Directors may select and shall be withdrawn by signed check by such officer, officers, agent or agents as shall be deemed by resolution of the Board of Directors.”

ADOPTED THIS 16th day of August, 2018.

Tom McCoy, NORCOR Board Chair

APPROVED AS TO FORM:

Diana Lynn McDougale OSB #131240
Annala, Carey, VanKoten & Cleaveland
Of Attorneys for NORCOR

**NORTHERN OREGON CORRECTIONS
201 Webber Street, The Dalles, OR 97058**

RESOLUTION AND ORDER
NUMBER 18/19-2

1. **WHEREAS**, Northern Oregon Corrections (NORCOR), an intergovernmental agency formed under the authority of Oregon revised statutes, chapter 190, consisting of the four (4) counties of Gilliam, Hood River, Sherman, and Wasco ; and

2. Now, therefore, be it hereby resolved that the NORCOR Board of Directors requests an amendment to the current county subsidy amounts to reflect a total increase of \$188,225.00 to cover legal fees of \$101,500.00 and warehouse repair costs of \$86,725.00. This requested increase will follow the agreed upon Subsidy Funding Formula in the following amounts:
 - Wasco County 50% = \$94,112.50
 - Hood River County 40% = \$75,290.00
 - Sherman County 5% = \$9,411.25
 - Gilliam County 5% = \$9,411.25.

ADOPTED by the Board of Directors

PASSED AND ADOPTED this 10TH day of August 2018.

Tom McCoy, Board Chair

Bryan Brandenburg, Administrator



MEMORANDUM

SUBJECT: Building Codes Program

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYLER STONE

DATE: 7/6/18

BACKGROUND INFORMATION:

Mid Columbia Council of Governments (MCCOG) has operated the building codes program as a four county entity serving the regions building code needs since 2007. Prior to 2007 the State of Oregon operated the program. February 1st, 2018 the program was temporarily given back to The State of Oregon to operate when it was determined that there was no longer a need for the MCCOG entity to exist. Each of the other counties that were previously in the MCCOG building codes program followed suit and the temporary office is currently serving all four counties. This program has been operated since that time by the State and co-located with the Wasco County Planning Department.

In 2015 the Board of County Commissioners asked staff to look at the codes program and evaluate how the program was being administered and look at other potential models for the provision of building codes services. That report (Building Codes Management Analysis) is available upon request or available online (link here?????) in the minutes of the ?????? Board Session. This report concluded that two models (in-house & private firm) were the best options.

Since that time, Wasco County has pursued taking on the codes program in-house on behalf of the four counties. Wasco County proposed a model in which the MCCOG building would have been purchased and a Community Development Department (CDD) in partnership with City of The Dalles would have been created. This CDD would have jointly housed City and County Planning, Code Enforcement, Building Codes, and possibly other departments. This combined CDD program would have taken on the responsibility for providing building codes services for City and County including the codes program for the other three counties. City of The Dalles was unwilling to share in the purchase and maintenance costs of obtaining the MCCOG building which ultimately killed this concept. Additionally, the other three counties were unwilling to fund the program out of their general funds in the event that expenses exceeded revenues and reserves. A draft of the concept paper and IGA can be seen here?????.

CURRENT PROGRAM:

The State of Oregon is currently operating the Building Codes program on behalf of Wasco County on a temporary basis with the expectation that Wasco County will make a decision on the program no later than February 1st, 2019. This program is up and running with temporary staffing. The hiring process for inspectors and office staff has been difficult given the lack of qualified personnel in the marketplace and

the wages required to attract applicants. Some of the normal services are being provided out of Salem or other nearby building code offices. We have received both complaints and compliments about the level of service being provided by the State. Complaints seem to center around timeliness of the process; particularly plan review. In all cases that I have researched contractors are unhappy with the turnaround time however it should be noted that in some cases some portion of that turnaround time was attributed to lack of response from the Contractor to questions from Building Code plan reviewers. Other complaints on turnaround time were based on the estimated stated time rather than the actual time required which makes sense because Building Codes does not want to provide a timeline estimate to a contractor who is scheduling work and then not meet that timeline. The State has been very responsive to inquiries about problems that are being incurred.

RECENT DEVELOPMENTS THAT IMPACT BUILDING CODES SERVICES:

In the 2018 short legislative session HB 4086 was introduced on behalf of House Committee on Business and Labor with consultation of State Building Codes Division and can be read here. [LINK??????](#) When that bill failed the State Building Codes Division took it upon themselves to adopt temporary administrative rules that were not favorable to building codes departments that currently used outside contractors for the provision of building codes services. This bill would have required that Building Officials and Electrical Inspectors be employees of the government entity among other things. This rule essentially would prohibit the use of third party contractors to provide building official and Lead electrical inspector functions. Incidentally this model was one of the two options that Wasco County looked at in 2015 and would most likely be a part of any model that Wasco County might develop in bringing the program in-house. The Association of Oregon Counties is following this very closely on behalf of its' members and can best be summarized by this overview from the AOC newsletter:

The ongoing saga over what a local building code program may delegate to third party contractors continues. Purportedly based on an Oregon Department of Justice (DOJ) legal opinion, on April 23, 2018, the Building Codes Division (BCD) adopted temporary rules, without any notice to affected parties, that require certain local building code officials to be public employees, among other things. Many local government attorneys disagree with the DOJ legal opinion, as well as the authority for the temporary rules. A court challenge was being planned. However, the temporary rules also caused an uproar among many elected officials and state legislators, especially in light of the likelihood that implementation of the temporary rules would significantly exacerbate the already strained situation in Oregon with regard to home construction and affordable housing. On May 14, 2018, the Director of the Department of Consumer and Business Services (DCBS) directed the Administrator of BCD to withdraw the temporary rules and replace them with arguably less onerous rules, for now. On May 18, 2018, BCD notified affected parties by letter of the withdrawal of the April 23, 2018 rules, and their replacement with a new set of rules. Conversations are ongoing with regard to how elected officials, legislators, and local governments should respond to the new temporary rules, as well as potential legislative fixes for 2019.

Contributed by: Rob Bovett | AOC Legal Counsel

Undoubtedly this issue will come up again either in new rules or in the 2019 legislative session which gives a significant measure of uncertainty as to the provision of building codes programs and how they can be structured.

Staffing for codes programs is the other difficult area for local programs to be successful. Inspectors are in extremely high demand and very difficult to find in this booming building economy. Inspectors are demanding and getting six figure salaries plus or minus in this labor market making it very difficult for codes programs to recruit and retain inspectors. This is especially difficult for the more rural markets to

compete. Given the position that State Building Codes Office is taking on the use of private contractors and requirements to have the building official and lead electrical inspector be public employees; this will undoubtedly to get worse before it gets better.

OTHER CONSIDERATION:

The building codes function is a State mandated service. Counties or Cities have the ability to assume the functions of the program from the State. There may be an interest from City of The Dalles to take over the building codes program if Wasco County chooses to not administer the program.

Assumption of the program by Wasco County would likely require us to hire additional staff and/or restructure in the Planning Department to help with the addition of a new department. With the loss of the MCCOG building we would need to do a remodel in the Planning Department to accommodate the additional staff and work flow. The 2015 report previously referenced has several models identified.

This will undoubtedly be a difficult discussion when it comes to local control vs. State control. The local contracting community wants a local office with local staff. The ability for contractors to build relationships with building officials and inspectors is important to those contractors. Additionally the ability to move paperwork and inspections through the system locally is of significant importance to contractors.

If Wasco County chooses to take the program we will be hiring several highly paid employees into the system including the heavy benefit and administrative loads such as PERS.

CONCLUSION AND RECOMMENDATIONS:

I believe that local control is an added benefit for this function and I would recommend allowing this program to move to City of The Dalles if they so choose to take it. In considering if Wasco County should remain the provider of Building codes services I cannot recommend that we move forward in this capacity for the following reasons. Building Codes is not a mandated or core function of the County service portfolio. Given that this program would incur significant staff increases, administration, and facility costs to implement it does not appear to be the right move at this time given that we are projecting future increases in expenses that will outpace increases in revenue. The State has the ability to cover themselves in the event of vacancies with inspectors from other jurisdictions. A Wasco only program does not have the ability to cover vacancies, vacations, etc. from other offices like the State does. The ability to recruit and retain qualified staff is a significant challenge that will be difficult to overcome. Finally, the uncertainty of what the Legislature or State Building Codes Division will do to further restrict the program makes me very cautious to assume the program at this time.

https://helenair.com/news/government-and-politics/documents-provide-new-information-on-dismissal-of-ex-prison-warden/article_2b22a9ac-d5dc-5d1c-a9f5-676b828450aa.html

TOPICAL

Documents provide new information on dismissal of ex-prison warden

HOLLY K. MICHELS holly.michels@lee.net Aug 12, 2018 Updated Aug 13, 2018

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The Montana State Prison complex at Deer Lodge is seen in this file photo.

State of Montana, provided

Newly released documents provide more insight into the stint of a Montana State Prison warden who was fired before the end of his probationary period.

But they don't include specific details about reasons for Michael Fletcher's termination. Fletcher's hiring was announced in March 2017 and he briefly overlapped with the outgoing warden. He was dismissed in January 2018.

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Because Fletcher was let go during his probationary period, the department could terminate him for any reason or no reason at all.

The nearly 150 pages of records include anonymous complaints claiming bad behavior by Fletcher, though it's unclear whether the accusations were investigated or confirmed by the state Department of Corrections.

Fletcher disputes nearly all the accusations, which include poor treatment of prisoners, sexual harassment, trouble with alcohol and retaliation against employees who brought forward concerns.

A spokeswoman for the Department of Corrections would not confirm if Fletcher was ever formally investigated, answering a question about whether an investigation occurred by saying "The department has provided all available public records on this issue and has no further comment."

Fletcher told Lee Newspapers last week he was never investigated and only discussed the accusations with department leadership twice before being let go. Fletcher also said he was frustrated with the lack of a reason for

his termination, saying it left him in a bad position for finding new work.

Lee Newspapers requested Fletcher's correspondence, as well as the correspondence and other documents from the department director and any public records pertaining to Fletcher's job performance. Fletcher was hired by an interim director, Loraine Wodnik, who became deputy director when current director Reginald Michael was hired. Michael fired Fletcher.

The only document specifically mentioning Fletcher's dismissal was an email from Jan. 23, 2018, when Michael told the leadership team he'd released Fletcher from employment, effective immediately. No other details were included.

The rest of the documents include claims made by prison employees whose names were redacted or otherwise concealed.

What I'm trying to get at is this. Over that past few months, I have lost confidence in Warden Fletcher's executive skillset, organizational vision, and personal integrity. I know that is a shocking sentence. I'm stunned that I wrote it. I've had several energized discussions with him trying to sort things out, to little or no avail. I'm receiving reports from both staff and offenders—along with my own personal experiences—that have contributed to my current mental state.

Earlier today, I started to write you, but deleted the draft. This afternoon I received the following report from [REDACTED]. It was the straw that broke the camel's back, so to speak. [REDACTED] reported that he was present for a cell extraction in locked housing. The offender was asleep. [REDACTED] was there along with our IPS team and the Warden. The team started the extraction by yelling at the offender to "get the f**k up!" This approach is contrary to what we train in Verbal Defense and Influence. When the initial command was followed by another explicative, [REDACTED] (who is trained to deescalate) asked, "Would you like me to talk to the offender? I have good rapport with him." To which the Warden replied, "No, let them (IPS) do their thing." The extraction continued and the offender's arms were wrenched violently above his head—unnecessarily, according to [REDACTED]. Later, it was reported to [REDACTED] that the offender, "slipped on the walk."

[REDACTED], who is one of my direct reports, is prepared to share the details of this episode. He is also worried that doing so could negatively impact his career. [REDACTED], his anxiety level is high.

There are other issues, but again, I don't want to turn this into a list.

I'm sick about what I've just written. It is really unprecedented for me—but I don't know what else to do. I hope my [REDACTED] are unfounded, but I feel like I'm watching the unraveling of years of work to change the atmosphere at MSP. And

An email from an employee, whose name was redacted, dated Aug. 28, 2017, details concerns about ex-state prison warden Michael Fletcher's treatment of inmates.

Department of Corrections documents

One exchange involves a claim that Fletcher watched as an inmate in locked housing was sworn at and had his arms "wrenched violently above his head — unnecessarily."

Fletcher denied the prisoner was treated inappropriately, telling Lee Newspapers he just told people present to let a team of employees do their job. Two claims filed with the state's Human Rights Bureau alleged Fletcher and other prison officials discriminated against Native American inmates, but the bureau investigated and dismissed the complaints.

Other claims contended Fletcher drank more than the allowed limit at the local brewery, something else he denied. Montana breweries can only serve customers 48 ounces of beer a day.

November 20, 2017

Mike came to Helena to attend meetings, go to my retirement party, and go to the Leadership Team meeting the following day.

Reg and I met with Mike. Reg opened the meeting by telling Mike that we heard additional concerns and that this time they came to us first hand. He then turned it over to me to share what I had heard.

I stated that there are concerns that he has a drinking problem and that he makes statements that are more like those of a 14 year old teenage boy than a grown professional. More specifically, there are concerns that he tries to drink more than is legally allowed at the local brewery and that he makes statements to women that are sexual in nature and/or refer to female body parts inappropriately.

Mike became very defensive, overreacted, and became sweaty. He stated that people are out to get him professionally and that is where this information is coming from.

Reg again stated that we are sharing this information and that this is not an investigation. Reg encouraged Mike to take the information, think about it, and make any changes that are required to his behaviors and actions.

Mike left. He did not attend my retirement party. Nor did he attend the Leadership Team meeting. He called in.

A set of notes provided to Lee Newspapers details concerns leadership at the Department of Corrections made known to ex-prison warden Michael Fletcher at a meeting.

Department of Corrections documents

One department leader wrote about a meeting with Fletcher: "I stated that there are concerns that he has a drinking problem and that he makes statements that are more like those of a 14-year-old teenage boy than a grown professional. More specifically, there are concerns that he tries to drink more than is legally allowed at the local brewery and that he makes statements to women that are sexual in nature and/or refer to female body parts inappropriately."

Fletcher denied he ever behaved like that and said he went to the brewery owner to ask if his behavior was inappropriate.

"The owners told me, 'No, you've always been a gentleman here,'" Fletcher said. "I'm just shocked about this stuff that was never even brought to my attention."

In Deer Lodge last week, Michelle Warner, part-owner of Elk Ridge Brewing Co., confirmed Fletcher's account, saying that Fletcher came in with his wife and daughter and "was always very respectful."

"I never had a problem with him," Warner said.

Scott Anderson, owner of Scotty's Bar and Casino, said Fletcher "never misbehaved in here. He always behaved, sat there, had a couple beers, and left. ... He never did cause any trouble in here."

Employees of other local establishments that serve alcohol were unwilling to talk on the record about Fletcher's behavior.

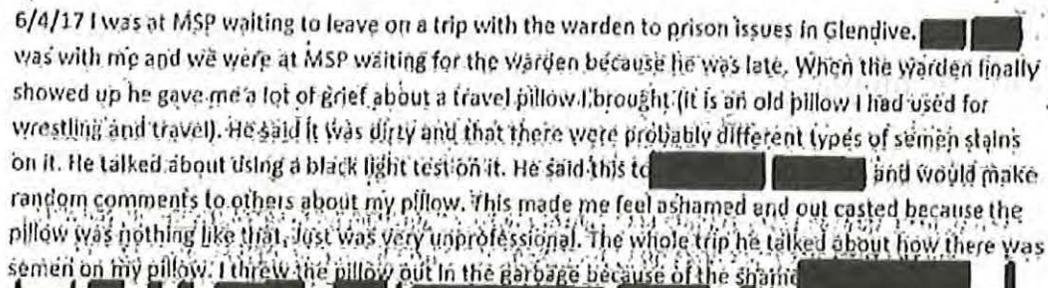
Other claims include allegations of sexual harassment.

An unnamed employee who went on a trip with Fletcher in June 2017 said he commented about stains on an old travel pillow, saying it had "probably different types of semen stains on it," according to documents.

"This made me feel ashamed," the employee wrote. " ... The whole trip he talked about how there was semen on my pillow. I threw the pillow out in the garbage because of the shame."

A note from another employee dated May 2017 said Fletcher told a female employee several times "you need to make me breakfast."

"I was taken back by that comment because I know this is a very common joke that a guy would say to a girl after she had sex with him," the note reads. "... It can be described as frat boy humor."



6/4/17 I was at MSP waiting to leave on a trip with the warden to prison issues in Glendive. [REDACTED] was with me and we were at MSP waiting for the warden because he was late. When the warden finally showed up he gave me a lot of grief about a travel pillow I brought (it is an old pillow I had used for wrestling and travel). He said it was dirty and that there were probably different types of semen stains on it. He talked about using a black light test on it. He said this to [REDACTED] and would make random comments to others about my pillow. This made me feel ashamed and out casted because the pillow was nothing like that, just was very unprofessional. The whole trip he talked about how there was semen on my pillow. I threw the pillow out in the garbage because of the shame [REDACTED]

A note from an employee whose name was redacted details a complaint of sexual harassment from ex-state prison warden Michael Fletcher.

Department of Corrections documents

In another note, an employee said that while at lunch with a group of prison workers, Fletcher said he needed to buy "lingerie for his wife but couldn't figure out the cup sizes" and "kept asking the advice on the cup sizes from the women."

The documents provided show Fletcher had two meetings with department leadership, something Fletcher confirmed.

In the meetings, Fletcher had a "severe" reaction to being told about the claims, according to documents.

A note from one meeting reads: "While defending his actions, Mike stated that he had never been behind closed doors with female employees. We never mentioned anything about him being behind closed doors with female employees. However, I had heard concerns about this from others."

Documents say Fletcher was told he was not under investigation, but was encouraged to "take the information, think about it and make any changes that are required to his behaviors and actions."

One memorandum from the human resources director to the deputy director of the Corrections department from Nov. 29, 2017, includes other concerns raised about Fletcher. The memo shows the human resources director requested an incident report and follow-up, which included emails from employees explaining their concerns. But it's unclear what resulted from that. The memo says information was forwarded to the deputy director for her review.

In calls with Lee Newspapers last week, Fletcher disputed nearly all the claims made against him, except one where he swore during a speech to new employees.



“The statement I used some foul language in some training class did occur,” Fletcher said. “I was talking to the class and my language was to explain how inmates act. That was brought to my attention and I explained to [the deputy director] I’m passionate about what I do.”

Fletcher called the rest of the allegations “gross, sickening and totally untrue.” He also said letters of support he'd gathered from some employees were not included in files provided to him and Lee Newspapers.

The department said Friday it provided everything its human resources and legal units determined was public information.

One document from October 2017 shows at one point claims made by an employee against Fletcher were "looked into" by someone at the department and were not able to be substantiated. Those claims were made by an employee who acknowledged he heard the information second- and third-hand, and said he was struggling with Fletcher's leadership style. The employee said he was so stressed out it affected his personal life and health, and acknowledged he was "mentally at a place that he would struggle to give the warden credit for any good work that he does" and stated he was considering leaving his job.

Fletcher said was frustrated that he was never under any sort of formal investigation because it would have given clarity to what claims could be verified and which couldn't, including one that a state vehicle assigned to him had beer cans all over the floor.

“I said, 'If someone makes an allegation against me, I expect you to look into it and investigate it, but if it turns out to be a total lie with no foundation of truth I think you should be holding them accountable and letting them know these rumors are affecting my ability to do my job, they

are affecting my wife,” Fletcher said. “At no time was there ever any drinking and there was never a time where I went out and consumed any alcohol with the state vehicle. That never happened.”

Fletcher said he was not given a reason for his firing.

“I was told the department, that Michael (the director), wanted to go in a different direction. ... This came as a total shock to me. I knew there were people making crazy allegations about me doing stuff. It hurt. I’ve never been so embarrassed and hurt before, especially not knowing why I was let go. The director and deputy director just showed up and said, ‘We’re going in a different direction and we no longer require your services.’”

Fletcher said he was escorted out of the prison, his personal items were boxed up and he was given two weeks to get out of state housing.

“I’m embarrassed about what happened,” Fletcher said. “I walked out of there without a reason given to tell a prospective employer. It’s dirty, it’s unfair. I did nothing wrong, and they knew I did nothing wrong because they never disciplined me for anything and they never investigated about it. You get all these crazy allegations but you decide not to investigate any of them and you never investigate the guy. If I did one third of the things they’re saying, good Lord. If you want to get rid of me, that’s fine, but don’t smear me.”

Asked why people would make what he says are false claims about him, Fletcher said there were some employees who were upset about changes he made at the prison, others who wanted the warden job but didn't get it, another who was close with the former warden and someone else who was a bully.

“The people who made these up, it makes me sick to my stomach,” Fletcher said. “They made up these lies about me and my family. ... We’d become prisoners in that town. We didn’t want to go out anywhere, my wife would be outside the store before it opened to go in so she wouldn’t get bothered by anybody.”

Harold Byrne, who retired from the Nevada Department of Corrections where he said he was Fletcher’s supervisor, worked very briefly — for what he says was just two days before Fletcher was fired — at Montana's state prison. Byrne now works in the corrections field in Arkansas.

A state employee pay portal confirms that Byrne was paid by the Department Corrections as a correctional officer for at least some period of time in 2018.

Byrne said he saw employees who didn’t like changes Fletcher implemented and who retaliated by making complaints.

“In the short time I was there I didn’t see the issues they were having or the accusations they were making against him,” Byrne said Friday. “I know it’s a close-knit community, and from my experience when you make changes you create enemies.”

— *Montana Standard* reporter Ted McDermott contributed to this story.



Ambrose, Colleen

From: Michael, Reg
Sent: Tuesday, January 23, 2018 11:44 AM
To: COR Leadership Team
Subject: MSP Leadership

Good Morning All,

Today I had to make the unfortunate decision to release warden Michael Fletcher from his service as the warden of the Montana State prison. His separation from duty is effective immediately.

I've asked AW Salmonsens to serve as our Interim Warden. The Deputy Director and I will immediately begin the process of soliciting and selecting a new warden to permanently lead MSP.

I will ask Sandy to schedule a COR Leadership Meeting as soon as possible to discuss our movement forward and the future of MSP leadership.

Sent from my iPhone

Ambrose, Colleen

From: Michael, Reg
Sent: Tuesday, January 23, 2018 3:16 PM
To: COR Policy Distribution
Subject: MSP Leadership Transition

Good Afternoon Everyone,

Today I had to make the unfortunate decision to release Michael Fletcher from his service as warden of the Montana State Prison. His separation from duty is effective immediately.

Associate Warden Jim Salmonsens has been selected to serve as our Interim Warden at MSP. The Deputy Director and I will immediately begin the process of soliciting and selecting a new warden to permanently lead MSP.

In the interim, I ask that you all remain patient and that you continue doing the remarkable work you've always done.

I am confident that our associate wardens and our other managers will provide the necessary leadership to ensure we continue moving forward in pursuit of our mission at MSP. Please rely on their support, input and feedback in addressing issues which require management direction.

Your patience and dedication during this challenging transitional period is greatly appreciated. Your contributions are critical to our success within MSP, as well as our overall success as the Montana Department of Corrections. Thank you all.

Sent from my iPhone

Wodnik, Loraine

From: [REDACTED]
Sent: Monday, August 28, 2017 4:57 PM
To: Wodnik, Loraine
Subject: congrats!

Deputy Director Wodnik,

Congratulations on your upcoming retirement. I'm so happy for you. I thought Director Michael's email was very fitting—25 years is an important milestone. Here's wishing you and your family the best season of life yet! ☺ Your presence in the DOC has been both stabilizing and encouraging. Thank you. You will be missed.

I wish that I felt released to end my correspondence at this point, but I feel obligated to broach another subject. I confess this is awkward—I'm not really on top of my game, but I owe it to my team and to the work we have invested in the evolution of Montana corrections to press forward.

[REDACTED] I also remember that you said the department was going to stay the course of pursuing successful offender reentry, and if I had concerns to let you know.

I never dreamed that I'd actually have concerns that warrant taking you up on that offer. But now I find myself in that very position. I do not want to "slime" you with a long list of complaints. The tedium of that kind of list would probably be unhealthy for both of us. I can, of course, go into more detail if necessary. But before I go further, let me say that I do not want any part of what I'm sharing to appear self-serving. [REDACTED]

What I'm trying to get at is this. Over that past few months, I have lost confidence in Warden Fletcher's executive skillset, organizational vision, and personal integrity. I know that is a shocking sentence. I'm stunned that I wrote it. I've had several energized discussions with him trying to sort things out, to little or no avail. I'm receiving reports from both staff and offenders—along with my own personal experiences—that have contributed to my current mental state.

Earlier today, I started to write you, but deleted the draft. This afternoon I received the following report from [REDACTED]. It was the straw that broke the camel's back, so to speak. [REDACTED] reported that he was present for a cell extraction in locked housing. The offender was asleep. [REDACTED] was there along with our IPS team and the Warden. The team started the extraction by yelling at the offender to "get the f**k up!" This approach is contrary to what we train in Verbal Defense and Influence. When the initial command was followed by another explicative, [REDACTED] (who is trained to deescalate) asked, "Would you like me to talk to the offender? I have good rapport with him." To which the Warden replied, "No, let them (IPS) do their thing." The extraction continued and the offender's arms were wrenched violently above his head—unnecessarily, according to [REDACTED]. Later, it was reported to [REDACTED] that the offender, "slipped on the walk."

[REDACTED], who is one of my direct reports, is prepared to share the details of this episode. He is also worried that doing so could negatively impact his career. [REDACTED], his anxiety level is high.

There are other issues, but again, I don't want to turn this into a list.

I'm sick about what I've just written. It is really unprecedented for me—but I don't know what else to do. I hope my fears are unfounded, but I feel like I'm watching the unraveling of years of work to change the atmosphere at MSP. And

I know this is a Rubicon moment, that my own "stock" must diminish if I'm seeing things in a warped or biased way. Be that as it may, I cannot stifle my concerns.

I'm sorry for putting this burden on you, and I wish I had done a better job with the Warden's on-boarding.

With deep regrets,

[REDACTED]

[REDACTED]

Montana State Prison

Michael Fletcher
Manager's notes

Prior to Mike's hire, I received information from the Governor's Office regarding an event that occurred at a restaurant that involved Mike Fletcher. To summarize: Mike was with a large party of individuals. Someone in their party started a conversation with a woman at the bar. She then came over to the table. A verbal conflict occurred. The owner or manager approached the table. Mike "flashed his badge" and stated that he didn't want any trouble and just wanted to leave. This information was relayed to [REDACTED] from a contact that she had in Nevada.

I called Mike and visited with him about this over the phone. He was angry and embarrassed. His version of the story differed in that when the conflict occurred and the owner/manager approached him, he showed him his state identification; identified himself as a state employee; stated that he didn't want any trouble and left. Mike ended the conversation by stating that if he was fortunate enough to become Warden, he would not do anything to embarrass me or the department in his tenure. Based on the positive performance throughout the interview process and the positive professional references received on Mike, we hired him.

On Mike's first day, he again stated that he would not do anything to embarrass or discredit me or the agency.

August 29, 2017

Reg had received a call from the Governor's Office. The Governor's Office had received a call from an individual complaining about Mike Fletcher behaving in a sexually harassing manner. No details were given; nor was the source of the information.

When Reg shared the information with me, I told him that I had also heard similar complaints. None of the complaints were first-hand so I had not mentioned them to Reg until this time. I also briefed Reg on the information that I addressed prior to Mike's hire.

Reg and I met with Mike Fletcher. Reg shared the information that he had and I shared the information that I had. Mike's reaction was severe. He adamantly denied any wrong doing. He broke out into sweat while denying everything.

Reg was very calm during the conversation even though Mike became quite animated. Reg told Mike that we were just sharing the information that we had and to consider it when conducting himself at work and away from work.

Of note: While defending his actions, Mike stated that he had never been behind closed doors with female employees. We never mentioned anything about him being behind closed doors with female employees. However, I had heard concerns about this from others.

November 15, 2017

█ asked me how Mike was doing. She and I had never discussed any issues with Mike. She stated that she was aware of our conversation with Mike back in August █. I then asked █ how Mike is doing. █ was uncomfortable telling me that she has concerns about Mike as she likes Mike and thinks that he is doing good things at MSP.

█ then shared her concerns about Mike's excessive drinking; his inappropriate and immature sexual comments made when drinking and when not drinking; and his going out with women to drinking establishments. She expressed concerns about Mike and about the reputation of MSP and the department. I asked her if she thinks that Mike has a drinking problem and she stated that she does think that he has a drinking problem.

She really doesn't want Mike to know that she shared these concerns with me.

I shared these concerns with Reg.

November 20, 2017

Mike came to Helena to attend meetings, go to my retirement party, and go to the Leadership Team meeting the following day.

Reg and I met with Mike. Reg opened the meeting by telling Mike that we heard additional concerns and that this time they came to us first hand. He then turned it over to me to share what I had heard.

I stated that there are concerns that he has a drinking problem and that he makes statements that are more like those of a 14 year old teenage boy than a grown professional. More specifically, there are concerns that he tries to drink more than is legally allowed at the local brewery and that he makes statements to women that are sexual in nature and/or refer to female body parts inappropriately.

Mike became very defensive, overreacted, and became sweaty. He stated that people are out to get him professionally and that is where this information is coming from.

Reg again stated that we are sharing this information and that this is not an investigation. Reg encouraged Mike to take the information, think about it, and make any changes that are required to his behaviors and actions.

Mike left. He did not attend my retirement party. Nor did he attend the Leadership Team meeting. He called in.

Meeting with [REDACTED]
Kila Shepherd present
10/16/17

Scheduled from 2:00 – 3:00 – ended up meeting for 90 minutes

Followed up with [REDACTED] email from 8/28/17 and his phone call to me on 8/29/17.

[REDACTED] has made several complaints regarding Warden Fletcher's performance. I have asked that some of these topics be looked into. I have not been able to find that any of these complaints are substantiated.

I spoke with [REDACTED] about looking into his concerns and the fact that the complaints could not be substantiated. These complaints involved improper treatment of inmates and sexual harassment of staff.

I told [REDACTED] that continued complaints of issues that could not be proven would reflect poorly on his reputation and lead to holding [REDACTED] accountable for advancing unsubstantiated complaints.

[REDACTED] response

[REDACTED] acknowledged that he heard this information second and third hand.

[REDACTED] acknowledged that he is struggling with Warden Fletcher's leadership style.

[REDACTED] stated that he is so stressed out that it is impacting his personal life and his health.

[REDACTED] acknowledged that he is mentally at a place that he would struggle to give the Warden credit for any good work that he does.

[REDACTED] stated that he is considering other employment options.

Conclusion

I encouraged [REDACTED] to seek professional help for his struggles. I told him that I appreciate his dedication to the department and the work that he has done at MSP and for the department.

I encouraged that if anyone comes to him to complain about the Warden, encourage those people to address those issues directly with the Warden or talk to our Office of Human Resources about the issue. Stay out of the middle of these conflicts.

I reiterated that continuing to forward complaints that I cannot verify will not reflect well on him.

November 21, 2017

█████ stated that Mike called her to seek her support of him. He shared at least a portion of our conversation with her.

█████ stated that Mike called her to ask if she shared the information with me since she is one of the people that he has gone to the brewery with. He was clearly trying to find out who is providing the information and is putting █████ in a difficult spot. █████ further stated that Mike called █████ with the same conversation.

█████ texted Mike and asked where he was during the retirement party. He told her that he had a family emergency.

█████ asked Mike why he was in Deer Lodge when he was supposed to be in Helena for the Leadership Team meeting. He stated that he got chewed out by the Director and Deputy Director and he didn't want to attend the meeting.

The Director and I have confidence in your ability to be a good Warden.

We both have concerns about serious personal distractions such as your treatment of women and your drinking.

We have not asked you to debate whether what we are hearing is true. Our expectation is that you listen, take responsibility, and adjust your behaviors as necessary to stop the flow of information to us.

We spoke with you last week. You then left Helena when you had intended to go to my retirement party. That is fine.

But then you did not attend the Leadership Team meeting in person the next day and did not tell the Director or me that you would not be attending.

I expect you to attend these meetings in person whenever possible and I expect you to properly communicate when you cannot attend this or any other meeting that you have been invited to by me or my successor.

I expect you to have the professional maturity to communicate with me – even when you are not happy with me. I am concerned that if you cannot communicate with me comfortably, you will avoid communicating with me about important prison issues. I need to trust that you will keep me informed.

Do not talk with others about our conversations to try to figure out where the information is coming from or to seek sympathy. It speaks poorly of your professional maturity and it appears you are trying to undermine your bosses by trying to gain favor with your peers over our conversations with you.

You told me that you would not embarrass me or the department. I need you to keep your commitment.

11/27/17 - notes

Meeting with Mike Fletcher scheduled from 4:00 to 4:30

Met for over 90 minutes

I read (paraphrased) the above concerns to Mike Fletcher. He listened. I gave him my copy of the document to take with him after our meeting with the instructions not to share it with anyone except his wife.

Mike spoke most of the time. He said that he was willing to accept responsibility for 50% of the allegations made about him that Reg and I have visited with him about. He contends the rest is not true.

He acknowledged that he should have attended the Leadership Team meeting or communicated with us. He apologized for that.

He states that he "works hard and plays hard" and that he can get loud in a public place whether he has been drinking or not.

He acknowledged a couple of instances of being "behind closed doors" with female employees, but did not acknowledge any wrongdoing.

He does feel like there are employees at MSP who do not support him and are spreading misinformation about him. He feels that one of those people is [REDACTED].

He does not feel like he has the support of the [REDACTED] at MSP because [REDACTED] oftentimes shares his concerns with [REDACTED]. He would like to address performance issues regarding [REDACTED], but needs HR support to do so.

He spent quite a bit of time deflecting from himself – sharing the concerns mentioned above and talking about the good things that he is involved in at MSP.

I commended him for all the good things going on at the facility. I acknowledged that I could be doing more to support him and committed to being at the facility once a week for the next three weeks. I also redirected him back to the items that I addressed and encouraged him to make changes as necessary.

Our meeting ended on a good note.



MEMORANDUM

To: Loraine Wodnik, Deputy Director

From: Kila Shepherd, Human Resources Director, Montana Department of Corrections

Date: November 29, 2017

Subject: Report: Feedback on Warden Fletcher

At approximately 1500 hours on November 21, 2017, I received information about staff concerns regarding Warden Fletcher's on job behavior and performance from [REDACTED].

The following information is what was relayed to me:

- [REDACTED], [REDACTED], and [REDACTED] voiced concerns for their and staff safety specifically as it related to the further/increased arming of staff with Billy-clubs and guns, when neither has been necessary at MSP for more than 20 years. They also mentioned an incident that they discussed with [REDACTED], who was present in the Low Dining Hall when Warden Fletcher was served legal notice by an inmate on behalf of another inmate. It was reported that Warden Fletcher, "blew up", and confronted the inmate asking him, "Whose bitch are you?" and that [REDACTED] and other staff had concerns about the Warden inciting the 200 inmates present at the time.
- [REDACTED] was present for the Low Side Dining Hall incident, and told [REDACTED] that Warden Fletcher told him, 'you may want to get out of here' before addressing the inmate because [REDACTED], intimating that Warden Fletcher anticipated the confrontation may not go well. [REDACTED] also noted that he advised Warden Fletcher immediately after the incident that it wasn't appropriate to address the situation with the inmate in front of 200 other inmates, possibly inciting poor behavior on the inmates' part, and that Warden Fletcher acknowledge the logic.
- [REDACTED] also reported to [REDACTED] that a Sergeant relayed an incident with an inmate, who had been referring to himself openly as a "baby killer". [REDACTED] confirmed that Warden Fletcher attempted to teach this inmate, self-defense tactics, but stopped when he noticed the inmate was not engaging and made a statement to the effect of "'Cuz you're a baby killer'".
- [REDACTED] also mentioned to [REDACTED], that he was surprised to see Warden Fletcher on Tuesday, November 21, 2017, as he understood Warden Fletcher to be attending the Leadership meeting in Helena. He asked Warden Fletcher why he was at MSP, to which Warden Fletcher replied that he got "chewed out about the brewery" so he didn't go to the Leadership meeting. AW Salmonsens then commented to [REDACTED] that Warden Fletcher was unable to finish the

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story because someone came in the Warden's office. Warden Fletcher was also absent from the Deputy Director's retirement party, and when [REDACTED] and I inquired as to his whereabouts via text message at approximately 1700 hours on Monday, November 20, 2017, he replied that he wouldn't be coming because of a family emergency.

- [REDACTED] and I have concerns about Warden Fletcher's communication with his management team. For example, Warden Fletcher has made it known to all (IPS and SRT team members, [REDACTED], securing staff, etc.) but [REDACTED] that he is going to move IPS and SRT out from under [REDACTED] and under himself. [REDACTED] has received comments from team members and even check point security about this, although Warden Fletcher has never addressed it directly with him. His lack of communication with his management team and others is negatively impacting perceptions about his professionalism and leadership abilities.
- Warden Fletcher's participation in cell extractions, while first viewed by SRT and IPS as positive (trying to learn what and how we do things) as this has continued it is now perceived by SRT and IPS as the Warden not showing support for their work and/or lack of trust.
- Additional noted concerns by multiple staff include:
 - Not supporting reentry
 - Not supporting treatment

I have requested an Incident Report from [REDACTED], and received it but it required additional follow-up. I have also requested [REDACTED] provide me an incident report or statement via email, with strict orders for the request and response to remain confidential. Once all the materials are received I will forward them to you for your review.

End of Report

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Montana Department of Corrections

Statement of Incident

Title: Inmate [redacted] / Warden Fletcher

Statement #: 6343

Incident Date: 08/29/2017

Incident Time: 10:45 AM

Statement Date: 11/27/2017

Jurisdiction: Montana State Prison

Incident Scene

Incident Occurred at Facility? Yes

Location: Montana State Prison/Low Side/Low Side Dining Room

Summary of Incident

On the approximate date and time, Inmate [redacted] approached Warden Fletcher during D-Unit lunch period, and stated "Warden Fletcher" to which the Warden replied "Yes". At the time Inmate [redacted] handed the Warden an envelope that contained some type of legal work. Inmate [redacted] stated to Warden Fletcher "You have been served". Inside the envelope was a law suit against Warden Fletcher by Inmate [redacted]. This lawsuit has since been pulled from the court system by Inmate [redacted], this was told to me by Inmate [redacted].

The Warden had said to me, that he was going to speak with Inmate [redacted] about the proper way to have a legal document make it to the court system. Saying "you have been served", is not the authorized way to make this happen. The Warden also told inmate [redacted] that disrespecting the Warden in a Low Side Dining Room is not the place or time for this.

Inmate [redacted] then proceed to his unit and made a phone call to his wife. During this phone call he told his wife what had just happened and that the Warden had just "put me in my place". He told his wife of the incident and she told him to stop being stupid, or something like that. I can not remember the conversation.

At no time was the Warden disrespectful or intimidating towards this inmate or any other inmate. I did mention to the Warden after lunch while we were walking to Maintenance that it probably was not the Low Dining Room was not the best place to conduct this type of conversation.

Involved Persons

No Individuals are associated with this Incident Statement

Source and Documentation

Confidential Informant: No

Information Source: Staff - [redacted]

Reporting [redacted]

Title: [redacted]

Signature [redacted]

Date: 11/27/17

Notes

No Notes are associated with this Incident Statement

NOTE: Supervisors must review all reports for accuracy before signing off

Supervisor Review and Remarks: _____

Supervisor Name: _____

Title: _____

Note: This statement of incident may be the only statement of the described incident, or it may be one of several. All statements of this incident will be collected and combined into a single incident report.

Shepherd, Kila

From: [REDACTED]
Sent: Thursday, November 30, 2017 7:30 AM
To: Shepherd, Kila
Subject: RE: Incident Report

Kila,

Good morning. My responses are in red. I hope this answers your questions.

I will be in interviews all day today back in my office tomorrow.

Thank you

[REDACTED]
[REDACTED]
Montana State Prison
[REDACTED]
[REDACTED]

"Choose a job you love and you will never work a day in your life" Confucius

From: Shepherd, Kila
Sent: Wednesday, November 29, 2017 2:25 PM
To: [REDACTED]
Subject: RE: Incident Report

Hi [REDACTED],

Thank you for sending this so quickly. I'm hoping to get some clarification from you on a couple of points that I have questions about.

1. Were you present when Warden Fletcher made the statement to the inmate that "disrespecting the Warden in Low Side Dining Room is not the place or time for this" or did this come up in conversation while walking to Maintenance after the incident? **Warden Fletcher mentioned this statement "disrespecting the Warden in Low Side Dining Room is not the place or time for this" , to me prior to him speaking to the inmate.**
2. Why did you feel that you should mention to Warden Fletcher that Low Side Dining Room was not the best place to conduct this type of conversation? **I felt I should let Warden Fletcher know that the Low Side Dining room was not the best place type of conversation because the Low Dining room was full on inmates eating lunch and more inmates were going in for lunch. I felt that in the dining room, if something could go wrong it would have been a horrible situation for ALL involved.**
3. When you state, "At no time was the Warden disrespectful or intimidating ..." would you please provide some clarification as to what specifically this is in reference to since Warden Fletcher told the Deputy Director in their meeting on Monday that he did get upset, raised his voice and used profanities (acted unprofessionally). **As I stated in my e-mail to you, I was not around the Warden during this entire conversation. I was making sure that we were all safe in the Dining Room by walking around the other tables in the Dining room and conversing with the other inmates and staff. The times that I would walk near where the conversation was taking place, I never heard the Warden disrespect inmate [REDACTED] or any other inmate. I never heard the profanities. As far as him raising his voice, the Dining Room was full and the inmates in the Dining Room were talking, so it was an environment that was louder than normal.**

4. The Deputy Director also understands that Warden Fletcher instructed you to leave the area while he addressed it, because it might not be good for you to be around due [REDACTED] (He knew or thought that it might make the inmate, or inmates, upset). What more can you tell me about this? **Honestly, I thought he was joking when he said that to me. I really didn't pay any attention to that statement.**

Please feel free to respond via email or amend the incident statement; whichever you prefer. I will make sure the Director and Deputy Director get all the requested information either way.

Thanks again.

From: [REDACTED]
Sent: Tuesday, November 28, 2017 12:30 PM
To: Shepherd, Kila <KShepherd@mt.gov>
Subject: Incident Report

Kila,

I received your voice mail last Tuesday. I was out of the office until yesterday.

I have attached my incident report per your request. Please keep in mind that I was not standing with the Warden when this incident took place. I was walking around the Low Dining room talking with other inmates and staff.

[REDACTED]
[REDACTED]
Montana State Prison
[REDACTED]
[REDACTED]

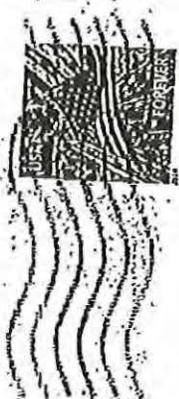
"Choose a job you love and you will never work a day in your life" Confucius

12/1/17

Went to MSP to spend the afternoon with the Warden.

Discussed the incident from the "chow hall" from August. He provided me with his version of the event and it was similar to what I had heard from others. An inmate "served" him with legal papers. He acknowledged that he reacted strongly towards the inmate including the use of profanity. He did not use the word "bitch" as a reference to the inmate but he had another derogatory prison term that he used that means someone who does someone else's dirty work. Maybe it was "piss boy" or something along those lines -- I don't remember and I didn't write it down. We talked about the potential volatility of the chow hall and he acknowledged that it is one of the most dangerous places within a prison.

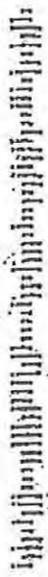
Later that day, [REDACTED] was escorting me out of the facility so I took the opportunity to ask him "what is up about the chow hall incident from August?" He stated that [REDACTED] had come to him to ask him about the incident. He told her about it in confidence. He was frustrated that she shared the information and now had to fill out an incident report on the event. He wants to stay out of it. He said that the warden should not have done that in the chow hall and he told the warden that. He says that the warden agreed with him and, in [REDACTED], the issue was done. He feels like he can no longer confide in [REDACTED].



HELENA MT 596

01 DEC 2017 PM 4:1

Director Michael
MT Dept. of Corrections
P.O. Box 201301
Helena, MT 59620



5962081301

RECEIVED

DEC 04 2017

DEPT. OF CORRECTIONS
DIRECTOR'S OFFICE

Director Michael & Bureau Chief Shepherd:

I am writing to notify you of issues occurring at MSP. This letter is sent anonymously but please don't discount the validity. From your end things may appear to be running smoothly here but nothing could be further from the truth. If the Warden continues to treat staff and inmates as he has the results won't be good. He is disrespectful and continually ridicules and belittles staff to and in front of other staff and word gets out. He tells people he will do one thing then does the complete opposite. He lies to all of us and has lost credibility. We will end up losing valuable staff because of his unprofessionalism. We in the units and on the yards will pay the price with more overtime and greater tension.

The inmates see his verbal and physical attacks on other inmates for no reason other than to make an example out of them. He puts the boots to them when they're down cuffed, shackled, being held by officers and complying. He locks them up for the fun of it and in time we will all pay for his actions. Every time he's on the yard he does something ignorant that will in time end up bringing on lawsuits. That will really make us look good with headlines saying the Warden is abusing inmates. The public will assume we all are. I am respectfully requesting you investigate this matter. Don't take my word for it. Come to MSP and talk to the staff and inmates. Many are afraid of retaliation so you will have to be willing to keep their names out of it but many more will freely tell you he is abusive, crazy and out of control. Thank you for your time.

In the month of May Fletcher wanted me to help him pick up a bookcase and table he had ordered from lumber processing. He wanted me to help carry it and put it in his house. He had me go during lunch while I was working. We went to his house in the "Warden's Car." It is the wardens car because he takes it home every night and it is also a state car purchased by the prison. The former warden never took the vehicle home and would let any state worker use it because it was a state car. Nobody uses the car, but Fletcher. When I went into the new Durango there was an odor of alcohol in the car and when I looked down on the passenger side I noticed there were beer cans down on the floor. I got into the car and we drove to Fletcher's house to pick up his truck to get the bookcase. When I got into his blue pickup truck there were several beer cans on the floor (between 5 and 8). Fletcher then said to me, "I probably shouldn't have empties in here since I'm the Warden."

When [REDACTED] went to meet with Fletcher the first time, [REDACTED] [REDACTED] was at the meeting also. They went to speak about the boot camp and how [REDACTED] was going to take over it and make it an intensive treatment unit. Fletcher told [REDACTED] that "she needs to be a bigger bitch than she already is to run that place." [REDACTED] was taken back by that comment and let out an uncomfortable laugh.

On August 28, 2017 the [REDACTED] had to go speak to Fletcher about education. The phone rang and Fletcher's wife was calling. Fletcher told [REDACTED] she should pick the phone up and talk to his wife. Fletcher said for [REDACTED] to pretend she was a 96-pound blonde girl. Fletcher then told [REDACTED] he used to mess around with a 96-pound blonde girl. Fletcher told [REDACTED] he would pick her up and would see right through her. [REDACTED] told Fletcher that she had a boyfriend to get out of the conversation. [REDACTED] because of stress. She does not want to go to HR about this because of the stress.

On August 26, 2017, I was out at the Farmers Market in Helena and I saw my friend [REDACTED]. [REDACTED] works directly with the governor of Montana, Steve Bullock. I told [REDACTED] what kind the things were happening with this new Warden. I told him about the "sexy little blonde" story, [REDACTED] story, and how inmates were getting hurt out here and that this warden had it out for me and was retaliating against me. He told me he would help me with the situation. On August 28 [REDACTED] sent me a text message asking me to call him. [REDACTED] told me not to send text messages because that is public record. [REDACTED] said he is going to have to run this information up to his supervisors and governor. He said he would keep my name out of it and that a random person at the farmer's market recognized him and told him this information. On August 29, 2017, I talked to [REDACTED] to see if my name was mentioned. He said no, but that someone is going to talk to the Department Director about the Warden.

In the Month of May, Fletcher went up to [REDACTED] (I think [REDACTED] was there too) in the Wallace Building and asked [REDACTED] if he has seen the short, fat, annoying guy (aka me). [REDACTED] did not know who he was talking about but then he came to the realization that it was me and they laughed about it. (I have confirmation on text messages from [REDACTED] about this) [REDACTED] said he said it as a joke but I do not find it funny.

[REDACTED] wife [REDACTED] told me that [REDACTED] has witnessed Fletcher harming inmates. [REDACTED] said in C-Unit the Warden slammed an inmates head against the wall and proceeded to ask the inmate if he was stupid or just slow.

[REDACTED] [REDACTED] Rec'd
12-8-17

On 4/14/17, it was the last day for Leroy Kirkegard. He was having a going away/retirement party. [REDACTED] [REDACTED] was going to come to the party at the request of Leroy. The new Warden coming in Fletcher, knew [REDACTED] was going to be there. He stated all week that he wanted to meet [REDACTED]. During this whole week I had been helping Fletcher out with a lot of things. He would use [REDACTED] office and call me in for questions, like how to use the phone and email system. On one of the days this week (probably Wednesday because legal comes down that day), [REDACTED] [REDACTED] [REDACTED] was in the Wardens office area. I was in [REDACTED] office and Fletcher wanted me to close the door quickly. He said he did not want to see [REDACTED] (he couldn't remember her name). I said [REDACTED] was great and always helps us out. Fletcher said that [REDACTED] had given him a bad time about drinking and driving (can't remember if it was after his interview or during a DOC leadership Team social). Fletcher had said [REDACTED] had seen him get into a state vehicle after he had been drinking and he wanted to avoid her because of it. I think [REDACTED] might have said something to him.

[REDACTED] came to MSP around 3PM. [REDACTED] sat and talked with Leroy for a while. Before we were heading over to the broken arrow for the social, I took [REDACTED] [REDACTED] upstairs to meet Fletcher. It was very awkward because during the whole conversation with [REDACTED] Fletcher kept talking about getting [REDACTED] goats for a gift. [REDACTED] kept telling him no but he kept saying it. A little after 4PM the only people in the office area were me, [REDACTED], and Fletcher and we had to get to the broken arrow. Fletcher told us he was not going to stay long. He said he wanted it to be the Wardens time and that he would not be drinking there (Fletcher had the state Durango the whole time). I said do not worry, [REDACTED] can drop the Durango off and [REDACTED] could give you a ride home. [REDACTED] would not be drinking and [REDACTED] was driving. Fletcher refused the offer and [REDACTED] all went to the broken arrow.

Fletcher only stayed for an hour, about 30 minutes into our stay, I was standing behind [REDACTED] who was sitting at a chair at the bar. Fletcher was seated to the right of [REDACTED]. [REDACTED] made small talk then Fletcher suddenly asked me to move to the side. [REDACTED] heard this too. I moved back for a second and Fletcher was staring at [REDACTED] and checking out her (ass). Fletcher then winked at me and nodded his head toward [REDACTED] and smiled. [REDACTED] saw this action by Fletcher and was disgusted. [REDACTED] got up and left and I followed. [REDACTED] called him a pig and [REDACTED] did not see Fletcher after that.

[REDACTED] and I spoke after and this was when [REDACTED] realized that Fletcher was not a good person and I should take notes on everything.

and "fake tits." He said his wife hated her. He then said she once asked him to help her move and did not do it because he said his wife would divorce him. Then he told of another story where his assistant needed a ride home and so he gave her a ride and when his wife found out about it she was very upset with him and accused him of having sexual relations with her.

In the month of May the Warden told me to come for a walk with him on the Low side. During the walk, we were in front of A-Unit. We came into contact with the [REDACTED]. The warden told her number times, "you need to make me breakfast." [REDACTED] was visibly upset by the comment and she said, "I do not make any man breakfast." I was taken back by that comment because I know this is a very common joke that a guy would say to a girl after she had sex with him, then to make him breakfast. It can be described as frat boy humor. The warden then left the area and I was walking back with [REDACTED]. She thought his comments were disgusting. She said she couldn't believe that he would make a sexual joke to her. She told me whatever I do that I need to keep that "pig" Fletcher away from her. Later in the week, [REDACTED] told me that she also told [REDACTED] to keep Fletcher away from her.

5/31/17 Around this date, I was in the wardens office with [REDACTED]. We were talking about the transportation buses I got a bid for. The warden wanted to talk about how to transfer an inmate who was hurt badly to the msp infirmary. He had no idea what they used before hand, that is when I told him that [REDACTED] would know. She is [REDACTED]. Fletcher called [REDACTED] and ask her to come up and talk with us. Before she got up there Fletcher pulled up a chair and put it behind his desk and told us she could sit real close to him and made a "joke" about sitting on his lap. Mind you before this, Fletcher did not want anyone behind his desk area and not behind him. He has said this to his [REDACTED] many times. I was taken back because he said this in front of me and [REDACTED]. I couldn't believe he would talk about a coworker like that.

In the month of July 2017, I was conducting teacher interviews with [REDACTED]. During this time both females expressed how upset they were with Fletcher. [REDACTED] said that Fletcher had told her that he had just got a hot tub, but his wife did not want to see blond hairs in it. [REDACTED]. This was blatant sexual harassment and she said she was keeping documentation of this guy. [REDACTED] expressed how Fletcher promised things to her about the boot camp take over. She was upset because Fletcher was telling people different things. She also said he does not know anything about programs and she was questioning everything he knew. She said he would tell anything to his audience to make him happy.

On the week of August 14th, [REDACTED] said she talked to the Nevada interstate compact employee and he said he knew Fletcher. She was curious and asked him about Fletcher. He said he sure does jump around a lot in jobs. Then she asked what kind of manager is he? He said to her that "they would find out, if they have not found out by now." [REDACTED] said he wouldn't say anything else.

8/18/17 [REDACTED] told me how the town of Deer Lodge was getting sick of Fletcher. She said the town commerce committee person (not 100% sure that is the right wording) told her that Fletcher is

6/4/17 I was at MSP waiting to leave on a trip with the warden to prison issues in Glendive. [REDACTED] was with me and we were at MSP waiting for the warden because he was late. When the warden finally showed up he gave me a lot of grief about a travel pillow I brought (it is an old pillow I had used for wrestling and travel). He said it was dirty and that there were probably different types of semen stains on it. He talked about using a black light test on it. He said this to [REDACTED] and would make random comments to others about my pillow. This made me feel ashamed and outcasted because the pillow was nothing like that. Just was very unprofessional. The whole trip he talked about how there was semen on my pillow. I threw the pillow out in the garbage because of the shame. [REDACTED]

6/5/17 This was the day of prison issues. Warden came to meeting hung over, he was sweating the whole time and smelled of alcohol. He stayed out drinking past 1 am with [REDACTED]. During this time he made a racial comment to [REDACTED] I cannot remember the comment. I just remember it because he laughed about it and tried to give me a fist bump after it. And I said I did not want any part of this and I did not want to end up in HR. The whole time Fletcher was hitting on the women.

6/5/17 During trip to Pine Hills. The Warden kept telling the superintendent of pine hills that he could have me as a worker as long as you don't mind someone who only works 20 hrs a week. He said this numerous times as a joke for the group. I do not have an attendance problem. I did not think this was funny and thought it was very unprofessional. I felt ashamed the whole time and belittled. People present were the [REDACTED]

6/6/17 The Warden [REDACTED] and myself were driving back to Montana State Prison. We were just outside the Billings area where there was road construction. Fletcher was driving. We were all a little hesitant about his driving because previously on the trip he would swerve out of his lane and was all around a bad driver. Outside of billings he was on his phone in road construction area. Fletcher did not see the car in front of him stopped because of construction. He slammed on the brakes barely missing and rear-ending the car in front of us. The car behind of us slammed on their brakes as well but they were rear-ended by the car behind them. Fletcher did not acknowledge what happened and he just drove away.

In the Month of May the Warden and I met with then Director of DOC Loraine Wodnik to talk about MSP. FTE position changes. In the proceeding weeks the warden had me collect info from all the bureau chiefs and Associate Wardens about positions they wanted and then he had me decide what was import and not. This was strange because I was making decisions for senior level management. In past practice the warden would do this himself. After the meeting, the warden made me go with him to home depot to look at lawn mowers and grills. He said he didn't know where the place was at. Then he took me to a place where he had just purchased a hot tube in Helena for 10k. He knew where the place was but he went there to check on when it would be delivered to his house. When leaving the place he told me how excited he was to get it. He then proceeded to tell me that his wife told him that "she better not see any blond hairs in the hot tub." I thought to myself what an odd comment to make. I did not know if it was sexual comment or he was trying to make a joke. Then he proceeded to tell me about his last assistant in Vegas. He said she was a "typical Vegas girl". Then he started to describe her as being 110 lbs., blond

to everyone in town and is a drunk. [REDACTED] then went on to tell me at Art in the Park in Anaconda Fletcher showed up there very intoxicated he was so drunk that he had to stumble out of there with [REDACTED]. I asked [REDACTED] about it and she said that [REDACTED] had mentioned something about this. [REDACTED] said that [REDACTED] had called [REDACTED] about it because she saw him.

At the Wardens Management meeting on 8/2/17, [REDACTED] was talking about how a reporter wanted to talk to an inmate about "angry neighbors" (the inmate had murdered his neighbor) and do a story about it. Fletcher said that "why don't they do a story on me about my situation of an angry neighbor." He went on to say that him and his family now have to deal with hostile living because of the investigation I did. Then he told the group [REDACTED] was his name. He then said to [REDACTED] "come on you know that was funny, even though he is your best friend." The room was taken back, but did laugh at his joke. I did not laugh because there was nothing funny about it to me. I was already scared of retaliation and had gone to HR about it. [REDACTED] was not laughing was physically mad at the comment. [REDACTED] are best friends and golf all the time together. [REDACTED]

[REDACTED] This meant to me my job was on the line. I was causing him and his family harm. I knew I had upset the Warden and he holds grudges. At this point I was in constant fear of retaliation because I knew for a fact the Fletcher was mad about the investigation. Nobody said anything to Fletcher about this comment and this concerned me because I have been in constant fear of retaliation. [REDACTED]

[REDACTED] was present for this comment. She did not tell the Warden his comment was inappropriate, especially when an investigation was still taking place. [REDACTED] keeps notes of the meeting and should have some about [REDACTED] wanting to do a story on it. I talked to [REDACTED] about the comment and she did not think it was right. I also talked to [REDACTED] about the comment, he told me he prays for me

In July 2017, I was in my office. Fletcher signaled me to come over to [redacted] Office because he had something to say. In the office was [redacted], Fletcher, and myself. Fletcher told us he had a medical sales person come see him at MSP. He told us he was excited because of how good looking medical sales females are. He said he has a relative who is one and she dresses sexy every day for the job. He then went on to describe how medical sales ladies look. He started to say sexy long legs, fake tits, and sexy tight outfits. When Fletcher met with the sales rep he implied, she was not attractive at all. He described her as being fat and disgusting. He did not care what she was selling, but he was only interested in checking her out. I know [redacted] got mad at the Warden for bringing in a medical sales rep. without her knowledge or presence in the meeting.

When I went to ask the Warden if it was ok that I went to work with the quality assurance department, he agreed but I could tell he was not happy about it. On 8/21/17, I spoke to [redacted] at central office about the situation. [redacted] said the Warden wanted [redacted] to pay closer attention to me. He wanted to make sure I validated my time and wanted my work on spreadsheets. [redacted] said the Warden had my desk moved so [redacted] could watch me better (shortly before this [redacted] had me doing spreadsheets of my work. [redacted] said he has never had a problem with my time or work. I do not have any supervisory notes. More work has been given to me because of the work I do, such as maneuvering FTE positions for the whole prison, this was given to me by the Warden). Shortly before this the Warden had been harassing my supervisor [redacted] about my time sheet.

On 7/31/17 (I called in [redacted] the day before and not the day of) Fletcher asked [redacted] where I was. I told Fletcher's secretary I was [redacted] and I also called and left a message for my boss [redacted] about it.

On 8/1/17 (I always contact my supervisor the day before never the day of) I told work I was going to use a vacation day because the old Warden Leroy Kirkegard needed a place to stay. I contacted Fletcher's secretary to let him know I was using a vacation day because I had the old Warden staying at my place and I also contacted [redacted] to let him know I was taking a vacation day. I left my number and said he if needed me he could call me. Around noon on 8/1/17 I was contacted by [redacted]. He told me the Warden was looking for me. [redacted] told the Warden that I was using a vacation day and it was ok with him. [redacted] told the Warden I called [redacted] and himself to let us know about it. After hearing this I was fearful of what was happening. From his questioning of the past to what was happening now. I told [redacted] I was going to come into work after I scheduled a vacation day because I was scared of what was happening by the Warden checking up on me and questioning what I was doing. I came into work at 1PM. I saw Fletcher that day and I asked him if he got the message about my vacation time and he said I was fine and that he did not care if I used my time. I have an allotted amount of vacation time and I shouldn't have to explain myself when I schedule to use my earned time after my supervisor has approved it. It's of no ones business.

On 8/2/17 I showed up to work on time before 8am. I put my coat in my office and turned the light on [redacted] and went directly to the bathroom [redacted]. I was in the bathroom for 10 mins and when I came back to my office I had a message from [redacted]. [redacted] asked if I was coming to work today because Fletcher sent him an email at 806AM wondering where I was. I went directly to [redacted] and found him on the low side and asked him what was going on because I felt like I was being set up for termination by Fletcher. The rest is in another story...

On 8/3/17 I came into work at 8AM I did not want to miss any time because of the questioning by Fletcher. At 7:30AM I called [redacted] and told him I was going to a [redacted] but I was coming back to work after. [redacted] seemed confused by my move because it is an 1 drive to work, then another hr and half ride to [redacted], then I would drive another hour half back to work. I told him it was because of all these questions about my time and being singled out. I also told him I was scared because the Warden sent him an email the day before. [redacted] again assured me that he had no problem with my time and he is my supervisor. I went to the doctors because my wife was scared of me [redacted]. I had [redacted] and was on the verge [redacted] because of what was happening at work. (my wife can tell better what was happening because I was not [redacted]).

On 8/8/17 I had a DOC PREA Reporting Meeting. (This is where after the meeting [redacted] pulled me aside and asked me to fill in as the DOC Policy Manager.) I went into work at MSP and then left MSP just in time to make the

meeting at DOC. The next day I learned from [REDACTED] that Fletcher had asked again where I was. [REDACTED] told me that he told Fletcher I had a PREA meeting at DOC. Fletcher asked [REDACTED] what kind of meeting did I have. [REDACTED] told Fletcher he could look at my outlook calendar and find the time and type of meeting. [REDACTED] told Fletcher that [REDACTED] notified me of the meeting. They had this conversation on the phone and after [REDACTED] told him the info Fletcher just hung up the phone. [REDACTED] told me that there are numerous times Fletcher does this to him and that Fletcher wants [REDACTED] to keep a better eye on me. [REDACTED] keeps telling him there is nothing wrong with the way I work or my time. [REDACTED] says I am one of his best employees.

On one of the Thursdays in August or late July, [REDACTED] confronted Fletcher on his behavior. He did this in the Wardens office. [REDACTED] was also present and got stuck in there. (I have a text from [REDACTED] and it could tell me the exact date of the argument). [REDACTED] told Fletcher that he was putting everyone against each other and how the culture at MSP has become dangerous. Fletcher tried to turn the conversation around and say how bad the town is treating him and his family and that they are scared. The argument lasted well over an hour.

[REDACTED] also wrote an email and called the Deputy Director Lorraine Wodnik and let her know how Fletcher is acting, he talked about the mistreatment of inmates and the harassment he is giving staff. No investigation was done. [REDACTED] told Lorraine about the story where Fletcher let the IPS staff rough up an inmate instead of letting [REDACTED] calm the inmate down. The IPS was yelling at the inmate trying to get him riled up to put up a fight. A few months later [REDACTED] told [REDACTED] there was probably no investigation because they never even came and talked to you.

7/26/17 I was conducting interviews with [redacted] and [redacted] for the position of teacher at MSP. During our time together, [redacted] told me in front of [redacted] to be careful of the Warden. She had told me that [redacted] did not get the Chief of Case Management job because the Warden did not want him to get it because there was a discrepancy on the time sheet for [redacted] and [redacted]. The interview panel for the Chief of Case Management was [redacted] [redacted] [redacted] [redacted] and [redacted] said that [redacted] came in first place and the whole panel wanted to hire him. [redacted] told Warden Fletcher about this and Fletcher did not want to hire him. [redacted] came back to the panel and told them that the Warden did not want to hire him because there was a meeting he called DOC about and [redacted] and I were not there and our time sheet did not reflect it. [redacted] and I have never been spoken to by a supervisor about any kind of problem with our time sheet. I have never been given a supervisor note and all of my progress reports do not reflect anything of a bad employee.

I was confused about this whole situation because [redacted] and I did not carpool for a long time. [redacted] had been on vacation for a little bit. I went to Cynthia Davenport, HR Manager on 7/26/17 and asked her if I had any supervisory notes and asked if there was ever a problem with my time. Cynthia said that there was no problem with me, but she could not show me if I had a supervisory note because she did not have access to it and only my boss did [redacted]. I told her I wanted to know because I feared for any kind of retaliation because of the situation following [redacted]. She told me that I have a right to see it if there is one.

After speaking with HR, I called [redacted] to check on my status. I asked [redacted] if he ever had trouble with my time sheet and he stated no. I asked [redacted] if he ever had trouble with me as an employee and he said no and went on to state that I was one of his best employees and it reflected in his progress reports of me.

7/28/17 Fletcher entered my office and I asked him if he ever had a problem with me showing up on time or stealing time. Fletcher said I was a great employee and he was unaware of any trouble with my time. I had a job interview the previous day and Fletcher said he spoke to the deputy director about me on 7/28/17. He said that I would be great for the job and said he gave a rave review of me. He asked if I got the job, would I be able to work out of the prison. I told him no it would be in Helena. He said he would talk to the Deputy Director and get me a state car and I could still help do things around the prison. I did not tell Fletcher this but it would be impossible for me to do those 2 jobs. Fletcher went on to say that I could have one of the old prison cars and I told him I would do anything to help out. [redacted]

7/30/17 I wrote [redacted] an email stating I was [redacted] and I would not be able to make it in to work and that I would be using a [redacted] HIPPA I had to tell them [redacted]. I also wrote an email to [redacted] telling her I could not make the meeting on Monday because I was [redacted]. I also sent a text message to [redacted] that I was [redacted] and would not be in. I sent a message to [redacted] because she tells everyone in the common office space so they don't worry. I was also [redacted] from the questioning of stealing time. I felt helpless [redacted] because I have never abused time. In that space is Fletcher, [redacted] [redacted].

7/31/17 The previous Warden, Leroy Kirkegard was in town and wanted to stay the night. I called [redacted] (my supervisor) on 7/31/17 and told him I would be late on 8/1/17 and would use my vacation time to cover the missed time. I also texted [redacted] to let the office space know. This was standard to call my supervisor and let him know by phone or email what was happening. Kirkegard left on 8/1/17 at 11:30AM. At 11:38 AM I called my supervisor and told him I would be coming into the prison. [redacted] said Fletcher was wondering where I was at, even after he told him that I was [redacted] and would be coming in late the next day. I arrived at the Prison at 1PM (the drive is over an hour long).

8/1/17 At 1:30PM I went to get a drink of water and crossed paths with Fletcher. Fletcher said to me, "you like your new hours from 2 to 10." With a stern look I calmly said to him "my hours are 8 to 4 sir." On 8/1/17, I stayed at work until 4:10PM.

8/1/17 [redacted] was given the job as Chief of Case Management. [redacted] said [redacted] had to plead and beg Fletcher to give him the job. [redacted] said they were only giving him a dollar raise though. HR and the Warden set the pay rate. [redacted] told me that the Warden was accusing us of stealing time. [redacted] told [redacted] he could tell me about this and that Fletcher is watching him.

8/2/17 I carpoled with [redacted]. I arrived in my office by 8AM and at the latest 8:01AM. I checked my phone in the office. After dropping my keys off at the office I went straight to the bathroom. I have been [redacted] since the [redacted] investigation and the accusation about me and [redacted] stealing time. When I returned to my office I had a missed phone call from [redacted]. In the call [redacted] wanted to know if I was in the office today because Fletcher sent him an email at 8:06AM asking if I was coming in today. Fletcher never came out of his office to see if I was in because when I dropped off my keys I heard him in his office talking before I went to the bathroom. I turned my office light on and opened my door wide so everyone would know I was there. After

I do not remember the month or day, but it was before August 2017. It was the end of the day and I was in my office. [redacted] came to my office after he had just got done with tours for the public defenders office. It was around 3PM and Fletcher walked into the office and looked out my window. Fletcher then said to [redacted] and I, "[redacted] who is that sexy young blonde?" I then said "Really?" [redacted] then responded by saying, "she is married and has 3 kids." Fletcher did not say a word to us and stormed out of the room. [redacted] and I were perplexed by what he just said. [redacted] knew the young lady who left because she worked with his wife [redacted]. We couldn't believe the Warden would say a disgusting thing like that.

After that incident, Fletcher has been on [redacted] and I about time sheets, moving my office, us not doing work, etc. I am sure this is the reason for him retaliating against us. He has had it out for us because we wouldn't feed into the sexual harassment.

getting the message from [REDACTED] I called him immediately but he was not in the office. I found [REDACTED] on the low side and we talked. I told him that I was in my office by 8 AM and I was not late. [REDACTED] said he didn't know if the Warden was joking. I did not take it as a joke because an email is an official state document that is kept for public record. I told him I was confused by the whole mess. I was never late and I never steal time. [REDACTED] said I don't have a supervisory note on me from anyone and that I call or ask if I can use time and I have [REDACTED] tell the office and also him. [REDACTED] told me to not stress over it that he had my back because I was here and did a great job. I told him this is stressing me out and I am fearful for my job. The warden was [REDACTED] [REDACTED] I do all the right things. [REDACTED] said I know you're here and on time. He said he did not know what Fletcher's problem was. He gave me the advice that maybe I have to be at my desk 10 minutes early to please him. After speaking with [REDACTED], I went to the Wardens Office and spoke with Fletcher directly. I left the door open so [REDACTED] [REDACTED] could hear us because I did not trust Fletcher. I told Fletcher that I had just spoken to [REDACTED] about the email. I said I was here on time at 8AM and I went directly to the lavatory after opening my door. Fletcher asked what a lavatory is and I told him a bathroom. Then he said to me, why don't you go to the bathroom at home (I drive over an hour to work and I have [REDACTED] [REDACTED] from allegation of stealing time and [REDACTED] situation about retaliation). I told him I was sorry but I had to go. Fletcher said he sent that email to [REDACTED] just to give him a hard time and that it was a joke. I then told him that I knew about the stealing time allegation that he said [REDACTED] had different time sheets than me and that was the reason that he was not given the [REDACTED] job right away. Fletcher said he had no idea what I was talking about and that he never had a problem with mine or [REDACTED] time. He then told me that he was not even able to view our time sheets. Fletcher said "if I ever had a problem with you, I would just go next door and talk to you about it." I told him I would give up my position at [REDACTED] if needed me more there. He went on to tell me that the email was a joke and he would stop.

8/2/17 At 3:58PM I went into [REDACTED] office to say hi. She said that she couldn't believe he said he did that for a joke and that how he lied about the whole situation. I told her I left the door open when we talked so I could have someone witness what was happening. I told her that my [REDACTED] [REDACTED]. She told me that [REDACTED] was getting blamed for not having the paper work for a special visitor when the Warden promised the visit to a mental health therapist.

At 4:05PM I arrived in the car with [REDACTED]. He told me that the Warden does not like me or him. [REDACTED] pulled [REDACTED] aside because the pay was not enough for his job. [REDACTED] told me he had to beg Fletcher to change the pay and that he has it out for [REDACTED]. [REDACTED] told [REDACTED] to do the best job as possible because he is under a microscope by Fletcher.

should know. She went into the warden's office and closed the door. (I think [REDACTED] [REDACTED] from HR was in there) She came out 45 minutes later. She said that she didn't know who was going to be moved in there. I then got my keys out of the box for her and she took them to redo the locks.

Sometime after 2PM I got my keys and went to see my new office. [REDACTED] showed me and helped me open the door because it was stuck because it had not been used in so long. He then showed me my office in high support. It was a small closet next to where inmates get hair cuts. [REDACTED] said that an inmate swept it out for me. It is a very small office with no windows and a small desk that was not meant for a computer. The walls have dust and dirt all over them and the floor is torn up with pieces missing. If someone was to lean against the wall they would become dirty from it. The air quality in the room is terrible because of the amount of dust already present in the room. I would like to take a picture of the room but no cameras are allowed through the double fence. I told him that after seeing this I feel like I am being demoted. He told me it wasn't anything like that but he just wanted to get me out of the limelight with the warden. He told me not to look at it as this way. It was hard seeing it a different way because the office was so disgusting and dirty. [REDACTED] then arranged for IPS to carry my file cabinets down to my new office.

8/18/17 I came into work and started to pack so I could get my office fully moved. [REDACTED] wanted me out of the warden's office area today. I started to make trips and bring things down. The warden at no time acknowledged me or the aspect of me leaving. Asked [REDACTED] if she wanted some paper filers in my office. She came by and the warden stopped into my office. He asked me if I wanted any bagels and I said no. He did not say a word about moving. [REDACTED] was feeling sad because I was leaving and she was taken back by what happened.

As I was bringing this back and forth to the new office, [REDACTED] stopped by to talk to me. I then asked him if he could check to make sure I did not have any supervisory notes on me from anywhere. He was taken back by it because he said he didn't even have a file on me because I never did a thing wrong and as your supervisor I should know. He said he would do that for me and email me for my records. I told him I wanted to check because I felt like I did something wrong and I was being demoted. Beeson sent me an email stating I had no supervisor notes and checked with HR to make sure.

[REDACTED] was the first to come by and see my new office. He thought it was a joke. He couldn't believe how small and dirty it was. He said I needed to get a swamper down here to clean this.

Around 2PM [REDACTED] stopped by to look at the new office. She came in and leaned against the wall and I told her not to because it was dirty. I then had to help brush the dirt off of her as she got dirty from leaning up against the wall. [REDACTED] told me the warden came to her and said "I guess [REDACTED] is spreading rumors and leaving the office area because he does not like the way I manage this place." [REDACTED] said "No is he not spreading rumors and [REDACTED] would not talk like that." The Warden said "you are probably right." It seems like the warden was spreading his own rumor to cover himself. He told [REDACTED] that my office was moving. He never said a word to me about it. Even as I was moving things out of my office, Fletcher saw me moving and never said a single word to me. [REDACTED] said he was just avoiding it.

8/17/17 At 8AM I came into my office and got upset because it looked like things had been moved around and I thought someone was snooping through my office. I asked [redacted] if anyone had been in my office Wednesday, while I was in DOC. [redacted] said she was not here yesterday and did not know. I went back to my office to think. About 5 minutes later [redacted] returned and told me that [redacted] (my supervisor) was in my office with [redacted] and they moved stuff just to look at the plugs. I then saw [redacted] come out of the Wardens Office. I asked to talk to him for a second. I asked if someone had tossed my office and he said he was in there and just looking at plugs to set me up with a new office. I then asked him what was going on with me working with QA office in Helena once a week? He said that he would talk to me later about it and gave me the hand signal of quiet by holding a finger up to his mouth and pointed to the wardens office area. He did not want to talk about it in the wardens office area because he did not want to discuss it where the warden could hear him.

Around 930AM I went to [redacted] office because I wanted to know what was going on. [redacted] said he just tried to call me but I must have been on my way down to meet him. We went into the high support conference room to talk and he shut the door so no one would hear it. I first asked him "what the heck is going on?" he said he did not know anymore with this new warden. [redacted] said every associate warden was upset and confused at what was happening or going on with this new warden. [redacted] said he got a call from [redacted] yesterday and she said the warden was mad about me [redacted] going to QA to work and that he was going to go work there tomorrow. [redacted] said he called QA [redacted] and said [redacted] could work with you and that all he had to do was email him the time he was there since Kurt would be my supervisor. [redacted] told [redacted] that he called the warden and told him this but the warden never called him back. [redacted] said he did not expect the warden to call him back because he won't even answer the emails from associate wardens. [redacted] told [redacted] that she could text the warden and tell him if he had a problem with it than the warden can call him. [redacted] went on to tell me that he wanted to move my office away from the warden to get him away from me. [redacted] told me I was a good employee and he has never had a problem with me. He also said he has never had a problem with my time. He said he does not know where the warden is coming up with things and making false accusations. He said he thinks someone was telling false rumors about me. I asked him what I did wrong and [redacted] proceeded to tell me that I did not do anything wrong and that I do a good job and I take on tasks outside my job scope. I said I feel like the warden is after me. He explained to me that he did not understand this new warden, but as my supervisor he said I did great work. He also said he wanted me to make a spreadsheet of [redacted] in case the warden asks; he could just show him. I went back to my office and did the spreadsheets. (I found out the later that the warden wanted spreadsheets of my work because he did not think I was doing my job)

1130AM the warden came into my office and asked if I was going to the bbq at MCE. I was confused and did not know about the bbq. I told him I was busy and that I would not be able to go. I was in the process of cleaning out my office because I was moving and I was trying to accomplish my daily work. He told me that I should go because [redacted] was going by herself and that he did not want her to go by herself. I agreed to because I did not want [redacted] to walk in the prison by herself. We were about to leave around noon and [redacted] came by and asked about my office. I told her [redacted] said I was moving and she asked who was moving in here. I told her I did not know and that the warden

Around 2:30PM [REDACTED] walked by. I was at my door way and he saw my new office area. [REDACTED] said to me "well it serves you right for humping the Wardens leg the last two years." [REDACTED] then walked away. I did not respond to the comment made towards me.

Around 3PM [REDACTED] came by to check out my new office. She was disgusted the moment she saw it. She kept saying the phrase "this ain't right." She talked about how dirty the office was and how they wouldn't even clean it for you. I had to kill a bug that was flying around her. [REDACTED] left my office very sad for me. She was at a loss for words. She couldn't believe that they would put me in this area. She said nothing was right about this office. She said with the amount of work you do on the computer that at the very least the desk and chair should be ergonomic. The desk was not even a computer desk. She then stated they didn't even give me a working desk and the desk I have now is broken. I thought she was going to cry as she left.

At no time did the warden come to ask about how I was doing or about the move. He did not even ask where my office was. As the [REDACTED] for MSP, the federal standard says I need a direct line of communication to the warden. There is no line of communication with myself and the warden. The warden does not care where I have moved and is spreading false rumors about my move.

On October 30, 2017 at 2PM in the High Support building. I was in my office writing a report about a PREA incident. I heard with my office door closed the Warden (Fletcher) come in the building. Fletcher was asking for [REDACTED] and if he was in his office. He was talking to the CO at the post there (I think it is [REDACTED] was in NEO with him). Fletcher got [REDACTED] and wanted to talk to him about posters on the wall. They walked down the hallway and back. When they came back Fletcher was talking about if this was in policy or how do they do it (This is not a DOC Policy or an MSP procedure). I could hear them with my door closed the whole time. I suddenly heard Fletcher state "let's ask [REDACTED], if he is here today or is he not awake?" I came out of my office and asked Fletcher why I wouldn't be awake. He then said you could hear us with the door closed and I said yes and then asked again why I wouldn't be awake. Fletcher ignored the question and asked about if we had a procedure on posters and I told him no and that Command Post usually approves them but there is nothing written on it. Fletcher sat down in the barber chair outside my office. He looked into my office and said to [REDACTED] "I thought I said to get a window put into this office." [REDACTED] then said no because you never told me. The Warden then went on to talk about Iowa St. football. I was still upset that he had said or implied I was sleeping in my office in front of CO [REDACTED] and [REDACTED]. Then Fletcher said he was going to get out of here because he did not want to disturb me. I told him I was writing reports on investigations and I was not sleeping. Fletcher then said he was betting [REDACTED] a cup of coffee that I was sleeping. Fletcher said he was trying to give [REDACTED] a chance to win his money back. This made me mad because he was gambling on me not doing my work. I did not take this as a joke. I was also upset about the window comment. This just validates Fletcher told [REDACTED] to place me in the office. Fletcher knew what the office looked like and then made the window comment.

At 2:59PM [REDACTED] sent out an email to all employees stating "Effective November 3, 2017 all notices, signs, and memos will be placed on your bulletin boards. There will be no items posted on doors and windows in the institution. Ensure that these items are removed and posted on your bulletin boards. Please make sure that all staff are made aware of this at your scheduled meetings, etc. Questions, give me a call."

In the month of September on a Friday. I came into work 8 minutes late because the road conditions (I drive 75 miles one way to work). I made up the time and stayed 8 minutes later. This is an acceptable practice by my supervisor [REDACTED], but I am rarely late and I always adjust my time accordingly. When I entered the building Fletcher was there standing next to [REDACTED]. Fletcher looked at the clock when I went to put a chit on board and said to [REDACTED] that he owed him a coffee. Fletcher was taking bets on when I would be at work. To my knowledge, this does not happen to any other employee.

The following Warden's Management meeting on the proceeding Wednesday, Fletcher started off the meeting by asking [REDACTED] where his coffee was at (Fletcher called it some kind of special coffee with whip cream from those outside coffee venders.). [REDACTED] told Fletcher that he did get it because Fletcher missed the time when he was supposed to get it.

In conclusion Fletcher is gambling on me about my time. It is pretty humiliating. My time is always correct. On either October 2nd, 9th, or 16th I had an 8AM PREA meeting set with the Warden to talk about the bathroom at bootcamp (follow up meeting). Fletcher did not show up

at 830AM, I did not say anything rude, make a bet or anything. I just waited. [REDACTED]
was there and I waited outside her office.

On September 14, 2017, I had a meeting with [REDACTED] and Fletcher about MSP PREA Audit Meeting. Fletcher showed up 50 minutes late to the meeting as he told [REDACTED] he had a flat tire in town. The meeting was to discuss the date of the PREA Audit. [REDACTED] and myself waited outside [REDACTED] Office for a little bit. [REDACTED] kept telling us that she reminded the Warden about the meeting and that he would be here. [REDACTED] and [REDACTED] had a previous meeting with [REDACTED] to talk about the women's prison and PREA. While waiting for the Warden, [REDACTED] made small talk and said [REDACTED] and himself did not have time to stop by and see the new office. They were lightly laughing and then I told them that I was happy they did not have time to see my new office because it was disgusting and demeaning. I told them it literally is a closet behind where they give inmates haircuts. We proceeded to go into the Warden's Conference room as we waited for Fletcher. [REDACTED] was looking out the window when he saw the Warden's Durango head towards the prison from the boot camp. [REDACTED] made a joke about it; I thought the flat was in town and not the boot camp. As Fletcher came up to the meeting I was sitting across from [REDACTED] and [REDACTED] and Fletcher sat next to me. I had my notebook open, ready for the meeting. We all talked about PREA at the facility and how MSP was doing a good job. In the middle of the meeting Fletcher kept looking over at my notebook. Fletcher noticed his name was written in it. He asked me why his name was in my notebook. I slid my notebook over to him so he could read my notebook. (I had other notes written in the notebook. The notes were from the Warden's management meeting, where I discussed what I was working on. This was talking about the new Locked Housing procedure) The note read:

- "scientific method Warden Fletcher"

I then responded to the Warden and told him this was from his management meeting and that I reminded him that he wanted me to conduct a scientific method on the new locked housing. Then Fletcher said to the group, I couldn't spell method right and he made fun of me for it in front of everyone at the meeting. I quickly told him to change the subject that it was just my notes done quickly. Fletcher kept on making fun of me for not spelling method correctly. I got very embarrassed and saddened. I told Fletcher in front of the group that I was [REDACTED] at Nebraska and [REDACTED] and I asked him to stop. Fletcher did not pay attention to what I asked/said and proceeded to show the notebook and make more jokes about me. The meeting ended shortly after, I felt belittled [REDACTED].

The next morning, I was at the chit board around 8AM, Fletcher walked into the building with a female. He came up to me and said this is [REDACTED] his wife. I shook her hand and said it was nice to meet you. Fletcher then said he got her a job here as a nurse. Fletcher then said this is [REDACTED], but he can't spell the word "Method." He then said it was probably because he went to Nebraska. (his wife [REDACTED] went to Iowa St.) I then told them, no it is [REDACTED], would you make fun of a [REDACTED]? He started laughing and said, "is that a Nebraska thing." He walked away laughing at me and making jokes. I was saddened and enraged and left.

[REDACTED] was next to me when this happen. He came up to me and said he couldn't believe he made fun of me because of [REDACTED].

September 14, 2017 was a very hard day for me, as it brought up very vivid memories of my past

I still have the notebook at my house.

On October 27, 2017 at 1PM, I was eating lunch (subway sandwich) in the High Support conference room. [REDACTED] was there. [REDACTED] did not eat anything because they ate lunch earlier (salami and cheese sandwich with shepherd's pie) in high side dining. We were chit chatting and enjoying a break. [REDACTED] got a cup of coffee and handed me a disk mailer envelope (it was a thick white envelope). [REDACTED] showed me the inside of it. There was a disk of MDOC policies from DOC, MSP, P&P, Jcd Policies. [REDACTED] said I found this in my office, while cleaning it out (he is retiring [REDACTED]). [REDACTED] told me that I should keep this and put it with all the old historical things I had in my old office. He said [REDACTED] had boxed it up for me. I told him we could place it in the storage next to his office. [REDACTED] then said all of this should be kept together for historical purposes. I then asked him if anyone had moved into my old office. He said no one had moved in. He told me that you never know what to expect from Fletcher. I then asked him who's idea was it to move my office. [REDACTED] said Fletcher wanted me out of there. [REDACTED] said he didn't fight with him over it because it was better to get me out of limelight up there. Then he said you know with all his false accusations about you and time. [REDACTED] went on to say that nobody knows how to read Fletcher. The topic of conversation changed and we were in there for 30 mins. I put the disk and envelope back in the policy file cabinet, in the folder of chapter 1. CO [REDACTED] came in during the break. He talked about moving the moose picture with [REDACTED] old desk. He made the comment that after they remove the picture, they may have to re-carpet the wall.

██████████ approached me about a situation concerning Fletcher. ██████████ told me that ██████████ came to him looking for advice. In the past (I have text message evidence of this) I told ██████████ that Fletcher was sexually harassing me and women around the prison. ██████████ did not believe it or want to believe it. During late summer in 2017, ██████████, his wife, and ██████████ to lunch with Fletcher. During the lunch, ██████████ told ██████████ it got weird. Fletcher kept telling the group that he was buying lingerie for his wife but couldn't figure out the cup sizes. Fletcher kept asking the advice on the cup sizes from the women. ██████████ wife is very religious and did not want part of the conversation, but ██████████ that it was funny and engaged in the talk. ██████████ asked ██████████ if he should report this to HR because he did not want to get in trouble, especially after what I told ██████████ about Fletcher. This is not surprising ██████████ acting like this since she has been told by the HR Manager to stay away from Fletcher. ██████████ said they were getting too close.

On 11/11/17, I spoke with ██████████ at his house. He told me Fletcher wanted to discipline ██████████ for not having the parole reports perfect (someone spelled the word "the" wrong). ██████████ had told him this and showed him the email. ██████████ told ██████████ he wanted mediation with HR, Fletcher and ██████████ ██████████ has been in fear or retaliation and thinks this is another set up.

Then ██████████ told me that when ██████████ wrote the email to the deputy director back in August about what Fletcher was doing at the prison there was no investigation done on it. ██████████ said they never spoke to him or myself. Also ██████████ got called up to Helena central office for discipline for writing that email. They never conducted any investigation into sexual harassment or workplace harassment at MSP by Fletcher. If they would have ██████████ and myself would have been spoken too by HR in Helena.

A week after I spoke to ██████████ (I have the text messages when I spoke to him) I saw the Warden and he told me that the director had called him about some made up rumors from the governor's office. Again there was no sexual harassment investigation done by HR. I told ██████████ about the sexy ass little blonde story, hot tub story, and retaliation he was doing to me. ██████████ was present when we spoke to him at the farmers market.

Wodnik, Loraine

From: Shepherd, Kila
Sent: Friday, December 08, 2017 3:21 PM
To: Michael, Reg; Wodnik, Loraine
Subject: FW: report
Attachments: Untitled attachment 00017.eml (4.45 MB)

From: Davenport, Cynthia
Sent: Friday, December 08, 2017 1:01 PM
To: Shepherd, Kila <KShepherd@mt.gov>
Subject: report

After [REDACTED] had reported to me that [REDACTED] had an attorney relative to his not being given an AW interview I called [REDACTED] to my office. [REDACTED] noted that he worked as [REDACTED] and one evening after work the Warden came in, had a couple drinks, then the Warden's wife and Daughter came and they ate dinner. [REDACTED] reported that the Warden's wife and daughter left and the Warden stayed and continued to drink. [REDACTED] noted the Warden kept asking him [REDACTED] about a cute little new waitress and made a comment something to the effect of "introduce me, set me up or I will make sure you lose your job" [REDACTED] stated there were several witnesses to this statement, including his supervisor at the Broken Arrow. [REDACTED] stated after the waitress got off work she did have a drink with the Warden per the Warden's request but that she then said she had to go home. [REDACTED] reported that the waitress asked him, [REDACTED], to make sure she got out safely. [REDACTED] noted the Warden followed her out of the establishment and so he followed. He noted he told the Warden to leave her alone and he got her in her car. [REDACTED] stated the Warden wanted to come in and have more drinks but [REDACTED] told him they were closing. [REDACTED] stated he asked the Warden if he needed a ride and reported the Warden said no, he would drive himself home.

[REDACTED] reported several other instances where the Warden was not appropriate at the [REDACTED]. [REDACTED] also noted the Warden accused him of reporting to the Deputy that he had been kicked out of the Brewery.

[REDACTED] noted he has turned all this information into Attorney [REDACTED]

[REDACTED] was not given an interview for the AW position. I visited with [REDACTED]. [REDACTED] noted all but maybe one of the applicants met the minimum requirements and the Warden did not want to interview all them. [REDACTED] reported she gave him some options, like doing a phone screen. [REDACTED] noted the Warden went through the list of applicants and made comments about all of them, i.e. [REDACTED] "Good but not ready", [REDACTED] "Don't like this guy.", [REDACTED], "No.", and then made the comment, "I don't care, just so [REDACTED] gets an interview."

Also see attachment

Cynthia Davenport

Department of Corrections Secured Care
HR Officer
500 Conley Lake Rd.
Deer Lodge, MT 59722
Phone: 406-846-1320 ext. 2229
fx: 406-846-2950
email: cdavenport@mt.gov

Your success is our mission!



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Shepherd, Kila

From: [REDACTED]
Sent: Monday, December 11, 2017 3:58 PM
To: Shepherd, Kila
Subject: Statement

12/11/17

I have been asked to give a statement about the following event:

Event Date: 7/14/17

First Day of NEO – Witnesses: [REDACTED]

Warden’s Presentation to the NEO Class

During the warden’s speech to the new incoming employees of MSP, the Warden used lots of inappropriate language. He used the “F” word many different times and other derogatory terms that should not be used during a presentation to an incoming class of new employees. I was shocked and appalled by the language used during a presentation by a person that is representing MSP and DOC.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
Montana State Prison
500 Conley Lake Rd.
Deer Lodge, MT 59722

[REDACTED]
[REDACTED]
[REDACTED]

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December 11, 2017

Kila and I met with the warden for 2 ½ hours in his office. I addressed three specific items:

- 1) Communication / turmoil in the facility / rumors – I asked that the warden reinstate monthly all-staff meetings to talk about the good things that are going on at the facility; talk about changes and the reasons for changes; dispel rumors through direct communication with staff
- 2) Relationship with Cynthia Davenport – I asked the warden to spend a minimum of one hour per week with Cynthia – all at once or split into several short visits. I stressed the importance of him having a good working relationship with his HR manager.
- 3) Profanity – I told him that he needs to refrain from profanity – especially during New Employee Orientation. He is not only representing himself and the facility in those settings, but he is representing the Director and Deputy Director in those settings also.

Mike stated that he understood these performance improvement issues and committed to following through with the implementation.

Mike again spent a considerable amount of time deflecting from himself, criticizing others, and alleging that someone is out to get him by lying about his performance within the facility and in the community.

Shepherd, Kila

From: [REDACTED]
Sent: Monday, December 11, 2017 6:01 PM
To: Shepherd, Kila
Cc: Davenport, Cynthia
Subject: Warden Fletcher

Kila Shepherd,

I wanted to let you know that while at the NEO (New Employee Orientation) Monday one day training today (December 11, 2017), I was in there with Warden Fletcher and [REDACTED]. I noticed that the Warden cursed several different times when he was talking about what potentially disgruntled employees might say. Also, in answering a new employee's question about why the Warden chose corrections, he made a derogatory comment about women. (Maybe something about women always cause trouble.) I was shocked by that statement and it also seemed like the new employee who asked the question [REDACTED] was also shocked. The Warden then made it sound like he was referring to women in his life. The Warden mentioned that he started working in a prison because of a girl he was dating.

On November 30th, 2017, we were having the Unit Manager interviews. Warden Fletcher, [REDACTED], [REDACTED], [REDACTED], and I were on the interview panel. In this interview, the Warden provided what I perceived as leading questions for [REDACTED].

I believe that one of the questions where the Warden provided a leading question was from our question number six. This question asks about the Objective Classification system and the major elements of the Objective Classification system. I believe that [REDACTED] was not familiar with the Objective Classification system. I believe that the Warden then stated something like you do not use the Objective Classification system, but don't you use

Another time where I believe that the Warden used leading questions was with our question nine. This question asks how the applicant treats inmates. I believe that the Warden made a comment to [REDACTED] to trigger his thinking about a roll-up at their old prison and sending those inmates to Arizona. After [REDACTED] talked about this roll-up, the Warden then asked [REDACTED] to share what happened when the inmates arrived at Arizona. There might have been more leading questions, but those are the ones that stuck out in my mind.

At a later time, I asked the Warden to come into my office because I had some private questions. In my office, I did mention to the Warden that I believe that he was leading [REDACTED] in the questions. I also told him that I do not believe that it will make an impact on this hiring decision but in the future it would be a good idea to try not to lead candidates. I shared with him that the perceptions could be bad and it could cause some issues in the future especially in the Associate Warden interviews. I believe that he took it well, but I am not totally sure. He did decide not to participate in the Captain interviews.

When I did the reference check on [REDACTED], his current Warden ([REDACTED]) said in the additional comments section that [REDACTED] is a good fit, has lots of experience and education, and he could bring a lot to a different facility. Warden [REDACTED] also stated that he (Warden [REDACTED]) did not know if it mattered, but [REDACTED] gets along really well with our new Warden, Warden Fletcher.

[REDACTED] and I asked the Warden about how he would like to screen the Associate Warden posting to interview the top candidates. [REDACTED] read him the list of names and made some short comment about each. The Warden then said that he does not care how we screen the Associate Warden candidates as long as [REDACTED] gets an interview. The Warden also mentioned that when he got hired that he was told that he was to groom a young Unit Manager into higher levels of leadership with the Department of Corrections.

Please let me know if you need any more information or if you have any questions. Thank you for what you do!

Fletcher then made a sarcastic remark that [REDACTED] doesn't actually work and she's probably just causing problems (not an exact quote, but the gist). I responded to him saying she, [REDACTED], is actually trying to keep a situation from becoming a problem. In response, Warden Fletcher rolled his eyes and said something like, "yeah right." I did not take it as a joke, but a serious attitude of derision toward [REDACTED].

Nepotism

Warden Fletcher also made numerous comments regarding [REDACTED] and HR in general being guilty of nepotism. This was in reference to [REDACTED] utilizing [REDACTED], [REDACTED] wife, on a temporary basis through a workforce service. Warden Fletcher expressed to me how he found this to be underhanded, nepotistic, and unprofessional. However, I have witnessed behavior from Warden Fletcher which causes me great concern. At one point, Warden Fletcher's wife, [REDACTED], applied with CSD to work as a nurse on a per diem basis. The process apparently was taking longer than expected. Warden Fletcher called my office and requested I come to his office. When I entered, [REDACTED] for MSP, was also in the Warden's office. Warden Fletcher then began to ask why, if CSD was so short, was his wife not getting set up for an interview. [REDACTED] stated they could set up an interview, it just hadn't happened. Warden Fletcher asked me if HR could get that set up so she, [REDACTED], could get working. I admit, instead of shutting it down and telling Warden Fletcher to politely stay out of it, I was a little taken aback and responded we can if [REDACTED] was good with it and we just need to set up a time. At which time, Warden Fletcher called his wife and put her on speaker phone to schedule the interview with [REDACTED]. The whole conversation took about five minutes.

Another instance, which occurred sometime between November 20, 2017 and November 30, 2017, regarded Investigator [REDACTED] wife. On November 15th, [REDACTED] wife interviewed for a position for Admin Assistant for MSCTC with [REDACTED]. She did not receive the position. She was notified she did not get the position around the 20th of November. Sometime after that, I spoke with the Warden and he mentioned [REDACTED] wife. I told him she did not get the position [REDACTED]. He told me "we need to find her a position." When I asked why, he stated it was because she is [REDACTED] wife, and he is a good guy, and [REDACTED] son who also works at MSP is a good guy. He indicated he spoke to either [REDACTED] or his wife directly. I responded to him that he cannot make statements complaining to me about nepotism when he is trying to get [REDACTED] wife a job because she is married to [REDACTED]. At this, Warden Fletcher stated he was just trying to get the best person for the job and don't we want to get good people in here. I responded saying she can apply and interview for positions.

Recruitments

I have also observed Warden Fletcher make concerning statements regarding recruitments. When he first came, and multiple times thereafter, Warden Fletcher has stated we should look for the best applicants for a position, and external postings allow for good applicants. He also stated top level positions should always be external. When the Unit Manager position came open, I asked him if he wanted it internal or external. He stated internal and I informed [REDACTED] who had the posting. [REDACTED] then posted the AW position external. Sometime the day after [REDACTED] posted the AW position external, Warden Fletcher spoke to both [REDACTED] and myself. He was very agitated and animated. Warden Fletcher stated his friend, [REDACTED] applied for the AW position and wanted to know why we posted it externally. Warden Fletcher stated he wanted it internal. Further, Warden Fletcher stated he did not want [REDACTED] to get the AW position, but stated [REDACTED] needs to prove himself as a Unit Manager first, then he can be an AW. Warden Fletcher also stated he was told to groom [REDACTED] for higher positions and I received the impression Warden Fletcher wanted [REDACTED] to get the AW position.

After the AW position closed, [REDACTED] and I screened 11 applicants for minimum qualifications, of which all 11 applicants met MQs. We discussed this with the Warden and asked how he would like to proceed. We offered several possibilities, including phone interviews, to narrow it down. Warden Fletcher reviewed the list of applicants and proceeded to offer his opinion on each applicant. For instance, he stated [REDACTED] was good, but she doesn't have the experience to be an AW. Warden Fletcher finally said, he didn't care how we screened, as long as [REDACTED] got the interview and he didn't want to interview more than five people.

Shepherd, Kila

From: [REDACTED]
Sent: Tuesday, December 12, 2017 11:29 AM
To: Shepherd, Kila
Subject: Warden Fletcher
Signed By: [REDACTED]

Importance: High

Hi Kila,

As a follow up to our conversation, I would like to address some observations and concerns I have regarding Warden Fletcher. I am grouping them into topic/situation, however, several issues bleed into one another.

[REDACTED]

I have spoken to the Warden several times concerning [REDACTED] and feel I am consistently defending her as a professional and as a person. He has referred to her as, "crazy lady" and "Claudette." When [REDACTED] returned from Medical leave in June of 2017, the Warden came to me in private and discussed a conflict he had with [REDACTED]. In that discussion he told me he would stop referring to [REDACTED] as "crazy lady". I did hear him call her "crazy lady" on at least one other occasion after that. I reminded the Warden at that time he was going to stop calling [REDACTED] that, and I have not heard it since then, around early July. However, he continues to call [REDACTED] "Claudette" and has made numerous comments about his opinion on her leadership. He has made comments such as, "you [REDACTED] run that office" and "you [REDACTED] are really the one in charge." I have corrected him on these occasions and re-iterated my confidence in [REDACTED] abilities as well as my utmost respect for her and that she is MY supervisor. I also had a long conversation with him at one point, I believe in July, regarding his lack of confidence in her. I even noted to him that I felt bad that she and he did not have the opportunity to build rapport before she was out on leave and again stated my experience with her has been wonderful and I wish I could be half the supervisor she has been. To this, he scoffed – I cannot remember his exact words.

In one such occasion, [REDACTED] went to [REDACTED] office and shut the door. I was in the file room and observed Warden Fletcher walk through HR at a close time to [REDACTED] going into [REDACTED] office. Warden Fletcher then made comments about why [REDACTED] would go into a meeting with [REDACTED]. Later that same day, I met with Warden Fletcher and he again made comments about [REDACTED] not being on his side and "HR" having "secret" meetings with [REDACTED] behind his back. He was very agitated and insistent that [REDACTED] was working with [REDACTED] against Warden Fletcher because of these, "secret meetings." Warden Fletcher continued, saying [REDACTED] is favoring [REDACTED] and showing favoritism to [REDACTED] – not doing anything about his behavior toward Fletcher. Again, I tried to tell him [REDACTED] is a professional and is not having "secret meetings" with [REDACTED]. At this time, Warden Fletcher asked me if I thought [REDACTED] was favoring [REDACTED]. I do not believe I chose my words well, because I did not flat out deny it, but said "maybe," but essentially we can all have soft spots for people (knowing [REDACTED] has worked with [REDACTED] for a long time). At this, Warden Fletcher became highly defensive and started talking about why is it a bad thing for someone to have a soft spot for someone – they can't ask to have a cup of coffee with a person and have a pleasant visit? At this point, I realized he was getting defensive about having a soft spot for me. I tried to redirect the conversation and stated everyone can have blind spots at times. To this he agreed.

On another occasion December 1st, 2017, [REDACTED] met with the leadership of [REDACTED] and a [REDACTED] to mediate a conflict and find resolution before a larger situation occurred. While [REDACTED] met with them, I stopped at the Warden's office to ask about some up-coming moves. [REDACTED], the current [REDACTED] was already in the room, but the Warden waved me in. With [REDACTED] still in the room, Warden Fletcher then made a comment and asked where is she (meaning [REDACTED]) and that he was trying to find her. I told him [REDACTED] was in a meeting. Warden

After the Unit Manager interviews, [REDACTED] approached me and discussed some concerns he had with how Warden Fletcher asked many leading questions to [REDACTED] during the interview. After discussing this, I recommend [REDACTED] bring these concerns to the Warden's attention and discuss them directly with him.

I had previously arranged with [REDACTED] and Warden Fletcher for Warden Fletcher to sit in on the Captain interviews scheduled for Tuesday, December 5th. I double checked with [REDACTED] to make sure a call to the ACLU at 10 am would not interfere with interviews scheduled to begin at 11 am. I was not present at the facility on the day of the interviews, but found out after the fact that Warden Fletcher did not sit in on the interviews. [REDACTED] then informed me that he pulled the Warden aside on Tuesday morning and discussed leading questions with Warden Fletcher. When the interview time grew closer, [REDACTED] told me the Warden came back to HR and informed him the Warden would be unable to conduct the interviews because his meeting with the ACLU would take too long. Yesterday, I visited with [REDACTED], who showed me an email from [REDACTED] discussing how he thought [REDACTED]. The time stamp on the email stated 10:41 am on 12/5/17.

Approximately two months ago, Warden Fletcher started planning large changes within the structure of the security side of the facility. The Security Services Manager, who reported to Tom Wood and was in charge of IPS, Transportation, Ranch, and Tool Control, would be moved to a Captain and report directly to Warden Fletcher. The position would also be in charge of IPS, Transportation, STG, and a new position of a LT overseeing the high side security and movement. Warden Fletcher informed HR and the individuals who would be moving into these positions, but he did not inform [REDACTED]. I discussed this with Warden Fletcher on multiple occasions who stated he would take care of it. It came to the point where [REDACTED] followed me out into the parking lot wanting to know what was going on. I told him what I could but also told him I can only say so much and he needs to talk to the Warden as his supervisor. As of this morning, 12/12/17, I spoke with [REDACTED] who stated he still has not been briefed by Warden Fletcher as to any of the changes which are scheduled to occur this week.

Thank you,

[REDACTED]
[REDACTED]
[REDACTED]

Montana State Prison
500 Conley Lake Road
Deer Lodge, MT 59722
[REDACTED] (Phone)
[REDACTED] (Fax)

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Shepherd, Kila

From: [REDACTED]
Sent: Tuesday, December 12, 2017 12:39 PM
To: Shepherd, Kila
Subject: Warden Fletcher (2)
Signed By: [REDACTED]

Importance: High

My apologies, as I neglected to write another concern of mine in the first email.

Professionalism

I have completed four New Employee Orientation paperwork sessions with new hires in which I can remember being present while Warden Fletcher spoke to the new class. They were on May 5th, July 14th, November 8th, and November 20th. In all cases, Warden Fletcher used the "F" word multiple times. In the case of July 14th, during a 45 minute speech to new employees, I can honestly estimate the number of times he used the word to at least 12. On November 8th and 20th, I would say three to five times. Warden Fletcher has used the word with new employees to the point I was surprised he did *not* use it in a speech to new employees on graduation day from NEO this past Friday, November 8th.

Thank you,

[REDACTED]
[REDACTED]
Montana State Prison
500 Conley Lake Road
Deer Lodge, MT 59722
[REDACTED] (Phone)
[REDACTED] (Fax)

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not approve that date. I also mentioned to the Warden that [REDACTED] would not be able to get the \$1,000 in moving expenses. I told the Warden that I asked [REDACTED] and she said that we need to ask the hiring manager if he wants to do it and if there was any money in the budget for it. I also told the Warden that [REDACTED] said that there is not any money in the budget for it and that they are already over budget. The Warden said if [REDACTED] is starting in January, wouldn't that save enough money to provide [REDACTED] with the \$1,000 moving expenses. I told the Warden that [REDACTED] said he was already down on the budget because of the \$10,000 that is needed for hazardous material removal. The Warden then asked where else we can get the \$1,000 from. I told him that I did not know. The Warden said that [REDACTED] told him that someone got \$1,000 for moving from Nebraska and asked wouldn't it seem right that a person from Nevada would be able to get moving expenses?

While in the Warden's office, the Warden received a phone call. He told the person on the other line that he would only eat fish if he had tartar sauce (name brand tartar sauce not the other stuff) and a certain kind of vinegar. He also said that he would need an adult beverage and it could not be a domestic. The Warden said a couple of different country names. He then told the caller to pick him something and that he is not really picky. The Warden then said on the call that he is going through a tunnel, made a static noise a couple of times, hung up the phone, and said that it was a wrong number.

Mike

[REDACTED]
[REDACTED]
[REDACTED]
Montana State Prison
500 Conley Lake Rd
Deer Lodge, MT 59722

[REDACTED]
[REDACTED]
[REDACTED] Fax

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From: Shepherd, Kila
Sent: Tuesday, December 12, 2017 9:01 AM
To: [REDACTED]
Subject: RE: Warden Fletcher

Thank you so much, [REDACTED], for getting this in so quickly. I really appreciate it.

From: [REDACTED]
Sent: Monday, December 11, 2017 6:01 PM
To: Shepherd, Kila <KShepherd@mt.gov>
Cc: Davenport, Cynthia <cdavenport@mt.gov>
Subject: Warden Fletcher

Kila Shepherd,

I wanted to let you know that while at the NEO (New Employee Orientation) Monday one day training today (December 11, 2017), I was in there with Warden Fletcher and [REDACTED]. I noticed that the Warden cursed several different times when he was talking about what potentially disgruntled employees might say. Also, in answering a new

Shepherd, Kila

From: [REDACTED]
Sent: Tuesday, December 12, 2017 3:04 PM
To: Shepherd, Kila
Subject: RE: Warden Fletcher

Kila,

I also wanted to mention a couple more things.

Warden Fletcher stated that high level positions needed to be posted external (Unit Manager and Maintenance Service Manager). The Warden said that posting positions external allows for the best possible applicants. Under that direction, I posted the Associate Warden position as external to start (November 14, 2017). The [REDACTED] mentioned to me that it was posted external and that the Warden had told him it was going to be an internal only posting. The on November 15, 2017, the Warden gave the direction that the Associate Warden position should have been posted internal only.

I believe that it was sometime on November 15, 2017, that the Warden was talking with [REDACTED] and I and told us that [REDACTED] should not have the chance to be an Associate Warden right now. The Warden also stated that [REDACTED] should start as a Unit Manager first. It appeared that the Warden had little to no doubt that [REDACTED] would get the Unit Manager position. I believe that he had our Talent Acquisition Specialist working on finding [REDACTED] housing in the Deer Lodge area, even before we interviewed for the Unit Manager position.

I let the Warden know that we were going to offer the position to [REDACTED] and the Warden told me that [REDACTED] was going to be asking if he could start in January and if he could get \$1,000 moving expenses. I called [REDACTED] and [REDACTED] asked to start in January and if he could receive moving expenses. I asked [REDACTED], how much he was looking for? Byrne stated that he wanted \$1,000. I told [REDACTED] that I would have to check into that for him. I talked with [REDACTED] and she said that we would need to ask the hiring manager if there was room in the budget for that. I called and checked with [REDACTED] (the Hiring Manager) and he said that there is not money in the budget for the moving expenses and that they just hire people and usually do not do anything with moving expenses. I also asked [REDACTED] if it was ok for the start date for [REDACTED] to be towards the end of January. [REDACTED] mentioned that he did not believe that it would be an issue, but with the Associate Warden interviews on Friday (December 15th, 2017), maybe we should defer that decision to the new Associate Warden. I called [REDACTED] and let him know that I did not believe that we would be able to provide the \$1,000 moving expenses and that I was unsure about the approval for the start date. I told him that it was a sticky situation because the person that he would report too ([REDACTED]) is retiring before [REDACTED] would start and that we are interviewing for the replacement on Friday and that the current manager was thinking about deferring to the new Associate Warden. While talking with [REDACTED], he wanted a firm date of when a hire letter would be sent to him so he could get housing. He said that he is ready to make the commitment to come here but he needs an offer letter first. He also stated that someone wanted an offer letter before he could get housing. [REDACTED] stated that he wanted the letter so he knew he had a job and so that he does not move up here to find out that he does not have a job. I told [REDACTED] that I would need to get back with him on the start date. [REDACTED] said that the Warden had already told him that January 22, 2018, was good for a start date for him. I said ok, but we normally verify with the Hiring Manager on these decisions. [REDACTED] said isn't Fletcher the boss, doesn't he have the final say on these matters. I told [REDACTED] if the Warden said January 22nd, was a good start date then January 22nd, is good. [REDACTED] told me that I could verify with the Warden. [REDACTED] then said thank you (I perceived it as sarcastic) and hug up the phone.

I went to talk to the Warden about the start date being January 22nd. ([REDACTED] was in the Wardens office at his time.) The Warden told me that January 22nd, was good because we (HR) said that it was good. I told the Warden that [REDACTED] told me that the Warden approved the January 22nd start date. The Warden said that he, the Warden, did

employee's question about why the Warden chose corrections, he made a derogatory comment about women. (Maybe something about women always cause trouble.) I was shocked by that statement and it also seemed like the new employee who asked the question ([REDACTED]) was also shocked. The Warden then made it sound like he was referring to women in his life. The Warden mentioned that he started working in a prison because of a girl he was dating.

On November 30th, 2017, we were having the Unit Manager interviews. Warden Fletcher, [REDACTED], [REDACTED], [REDACTED], and I were on the interview panel. In this interview, the Warden provided what I perceived as leading questions for [REDACTED].

I believe that one of the questions where the Warden provided a leading question was from our question number six. This question asks about the Objective Classification system and the major elements of the Objective Classification system. I believe that [REDACTED] was not familiar with the Objective Classification system. I believe that the Warden then stated something like you do not use the Objective Classification system, but don't you use

Another time where I believe that the Warden used leading questions was with our question nine. This question asks how the applicant treats inmates. I believe that the Warden made a comment to [REDACTED] to trigger his thinking about a roll-up at their old prison and sending those inmates to Arizona. After [REDACTED] talked about this roll-up, the Warden then asked [REDACTED] to share what happened when the inmates arrived at Arizona. There might have been more leading questions, but those are the ones that stuck out in my mind.

At a later time, I asked the Warden to come into my office because I had some private questions. In my office, I did mention to the Warden that I believe that he was leading Harold in the questions. I also told him that I do not believe that it will make an impact on this hiring decision but in the future it would be a good idea to try not to lead candidates. I shared with him that the perceptions could be bad and it could cause some issues in the future especially in the Associate Warden interviews. I believe that he took it well, but I am not totally sure. He did decide not to participate in the Captain interviews.

When I did the reference check on [REDACTED], his current Warden ([REDACTED]) said in the additional comments section that [REDACTED] is a good fit, has lots of experience and education, and he could bring a lot to a different facility. Warden [REDACTED] also stated that he (Warden [REDACTED]) did not know if it mattered, but [REDACTED] gets along really well with our new Warden, Warden Fletcher.

[REDACTED] and I asked the Warden about how he would like to screen the Associate Warden posting to interview the top candidates. Holly read him the list of names and made some short comment about each. The Warden then said that he does not care how we screen the Associate Warden candidates as long as [REDACTED] gets an interview. The Warden also mentioned that when he got hired that he was told that he was to groom a young Unit Manager into higher levels of leadership with the Department of Corrections.

Please let me know if you need any more information or if you have any questions. Thank you for what you do!

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Montana State Prison

500 Conley Lake Rd

Deer Lodge, MT 59722

[REDACTED]

[REDACTED]

[REDACTED] Fax

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12/12/17

1:1 with [REDACTED]

At the end of my 1:1 with [REDACTED], she expressed concern about the warden's behavior at the Core Management Team (CMT) meeting that took place on December 7, 2017.

Two of [REDACTED] staff members approached her because they were offended by Mike's behavior at the meeting. He was a "bully" and "intimidating" and was overbearing during the breakout sessions - he dominated the conversation and did not allow others to participate. The two staff members were [REDACTED] and [REDACTED]. They also stated that he was rude to the DPHHS presenters and to [REDACTED] from the Crime Control Bureau. [REDACTED] actually walked out of one of the sessions to remove herself from his presence.

CMT
Bully [REDACTED]
Intimidating
Overbearing - dominating
the conversation
Came
dominated
woman
[REDACTED]
- HCC

Received 12-12-17

I was off work the month of May 2017 for surgery and recovery and returned to work on June 5, 2017. Upon my return, the Warden came in and asked me to review [REDACTED] time as he did not think [REDACTED] was working his 40 hours per week. I went back 6 months and did not see anything that looked inappropriate. I also talked to [REDACTED] who noted no concerns with Sheehan's time.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

August 14, 2017 was [REDACTED] birthday, we had a luncheon for her in HR and had invited the Warden but he was unable to attend. [REDACTED] came to me on Thursday (Aug 17 and noted the Warden wanted to take her for lunch for a belated birthday celebration on Friday. On the same day, I received a complaint from an offender that the Warden had called him a retard. I contacted my supervisor, Kila Shepherd who told me it was inappropriate for the Warden to take [REDACTED] to lunch alone as he already had a reputation for hitting o women and she asked me to do an inquiry into the offender's complaint. [REDACTED] has some birthday issues, her family always forgot her birthday and so I didn't want her to be disappointed so I was working with [REDACTED], the Warden's Admin Officer to set up a birthday lunch with the Warden when others would be present as well. I checked into the inmate complaint and the officer that was a witness noted that the Warden was only checking to see if the offender had an ADA issue before disciplining the offender. Before I could visit with the Warden about these two issue he was in the yard where the officer I interviewed told the Warden he was under investigation by HR. The Warden came back to his office, angry and Kila Shepherd called him to tell him it was inappropriate for him to take [REDACTED] alone to lunch, before I had a chance to visit with him about my alternate plan for [REDACTED] birthday. I tried to get into talk to him to clear up the issues, he was unavailable. I tried Friday morning to talk to the Warden, even came early to work but saw him leaving as I arrived. He called me into his office later in the day, told me I was unethical, he didn't want me or my HR staff at any of his meetings, told me he was moving all of us to the MSCTC, told me I was pretty much worthless as an HR person because I had never been a CO and he wanted [REDACTED] and I to spend time as CO's. I have never been treated so horribly in my entire working career and he gave me little chance to explain what happened. I was in his office over an hour and finally got him to hear that what I was doing was trying to protect him. The next day, Friday, August 18, 2017 I did not see the Warden, he did not come speak to me until late in the day as I had left a grievance response for him to review. He came in and told me he had been avoiding me all day as he was embarrassed regarding his behavior the previous day and had realized he had treated me horribly, assumed wrongly about my intention and he apologized.

I was off work for a [REDACTED] August 28-September 15, 2017. [REDACTED]
[REDACTED]
[REDACTED]

noted no concerns but [REDACTED] raised a concern that he had been retaliated against by the Warden when his office was moved. I knew the Warden had questioned [REDACTED] time prior to the investigation and I visited with [REDACTED], [REDACTED] direct supervisor who noted that he, [REDACTED] had moved [REDACTED] as the Warden was always questioning [REDACTED] time. [REDACTED]
[REDACTED].

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

On December 5 and 6, 2017 I had PREA investigation training with [REDACTED] in Helena. After spending those two days with him I had concern as he did not look well and was not acting like himself. On Thursday, December 7, 2017 when I was back at MSP I contacted [REDACTED] to visit with him. [REDACTED] briefed me on several concerns regarding Warden Fletcher, issues downtown, the Warden hitting on women, the Warden driving home drunk, threatening [REDACTED] job at MSP if [REDACTED] did not set the Warden up with a waitress at the [REDACTED] ([REDACTED] had just been denied an interview for the AW vacancy at MSP), the Warden making fun of [REDACTED] dyslexia, the Warden making sexual comments about women at work, etc. [REDACTED] stated he had been conversing with former Warden Leroy Kirkegard regarding his concerns and Kirkegard had recommended that [REDACTED] get a lawyer.

After [REDACTED] left I contacted [REDACTED] who verified [REDACTED] story about him. [REDACTED] noted the Warden had threatened his job while he ([REDACTED]) was working his second job [REDACTED] on multiple occasions [REDACTED] noted one occurred on August 11, 2017 but also noted, "There were more but I got to the point where I didn't even keep track." [REDACTED] also noted he has seen the Warden slam an inmate up against the wall and use unprofessional language with offenders. [REDACTED] noted other issues with the Warden offending patrons at the [REDACTED], hitting on their wives, etc. [REDACTED] stated that the Warden had recently confronted him ([REDACTED]) about reporting to Central Office that the Warden had been kicked out of the Brewery. [REDACTED] noted that he did not report the issue to Central office that it was reported by a [REDACTED].

I then tried to contact my supervisor, Kila Shepherd, Shepherd was off for the rest of the afternoon so I requested to speak with the Deputy Director, Lorraine Wodnik. I reported what [REDACTED] and [REDACTED] had shared with me with the Deputy Director.

On Friday, December 8, 2017 [REDACTED] came in and provided me the notes he had kept relative to his interactions with Warden Fletcher. [REDACTED] stated he had visited with former Warden Kirkegard the evening before and that Kirkegard had advised that only I could see the documents but I could not keep them. I asked [REDACTED] if I could keep the notes for the day to take some notes and he agreed. Due to

In the last year, we have terminated Correctional Officers during their probation period for the following reasons that are similar:

1. Made a derogatory statement about women
2. Unprofessional behavior when confronted about a security issue
3. Lying

the concerns noted in the documents regarding sexual harassment and hostile working environment based on a disability, I violated this trust and copied the documents and forwarded a copy to my supervisor, Kila Shepherd.

Additional concerns noted with Fletcher's performance as the Warden:

- Lack of communication with his AW's - e.g. is making changes to the staff reporting to [REDACTED], he has not communicated those issues to [REDACTED] but to [REDACTED] subordinates and Fletcher has instructed those subordinates to keep the changes quiet. [REDACTED] has heard about the changes from the 3rd shift checkpoint officer. Another example, Fletcher meets every week with [REDACTED], after one meeting Fletcher told [REDACTED] to send a memo to [REDACTED] that his office was being moved to the MSCCT. [REDACTED] said clearly by [REDACTED] response, Fletcher had not communicated this change in person with [REDACTED].
- Untruthfulness – I personally have had two issues where Fletcher has told me to do something or how he is going to respond to an issue and told the other person that HR is making him do it a certain way. One e.g. [REDACTED] found items in the IPS area that were in violation of policy. Fletcher, during a meeting with union leadership said that the IPS officers would not be disciplined and they would get all their stuff back. [REDACTED] asked me what was happening to the IPS discipline, I reported to him what the Warden had told me. [REDACTED] stated he went to ask the Warden about it and that the Warden had reported to him ([REDACTED]) that HR was making the decisions about the IPS team. Another e.g. when [REDACTED] filed a grievance the Warden told me how he wanted to respond. [REDACTED] noted that the Warden told him the response was HR's decision. HR [REDACTED] has also had concerns she could share relative to truthfulness.
- Language – During his talks for the new employee orientation multiple witnesses have reported that Fletcher uses curse words frequently, including the F--- word. Today, December 11, 2017 [REDACTED], [REDACTED] reported that the Warden used curse words again but also made a comment "You can't trust women." [REDACTED] stated that someone in the class questioned the comment and the Warden clarified, that he (Fletcher) could not trust women and then told a story from his past.
- Treatment of offenders – there have been multiple complaints on how he treats offenders, one I believe he admitted to was confronting an inmate in the food service and asking the offender, "Whose bitch are you."
- Ethics -- he had the [REDACTED], [REDACTED] looking for a rental for a friend of his from Nevada who was applying for a unit manager position even before the guy had been interviewed.