



AGENDA: REGULAR SESSION

WEDNESDAY, JANUARY 16, 2019

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> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Funds Transfer Amendments</u>; <u>Youth Think IGA</u>; <u>OIB Funds Appropriation</u>; <u>Emergency Management Performance Grant</u>; <u>MCCFL Lease Extension</u>; <u>Appointments</u>; <u>Finance Report</u></p> <p><u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.)</p> <p><u>Minutes: 12.12.2018 Work Session</u>; <u>12.19.2018 Regular Session</u>; <u>1.7.2019 Special Session</u>; <u>Reappointments</u></p>
9:30 a.m.	<u>Periodic Review Public Hearing</u> – Kelly Howsley Glover
9:45 a.m.	<u>Quarterly Audit Report</u> – Debbie Smith Wagar
10:00 a.m.	<u>All Staff Training</u> – Lisa Gambee, Nichole Biechler, Arthur Smith
10:15 a.m.	<u>City/County/College IGA – Skills Center/Housing Construction Project</u>
10:30 a.m.	<u>Work Session</u> – Room B08 (Deschutes Conference Room)
	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
JANUARY 16, 2019

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Kathy Schwartz, County Commissioner

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

At 9:05 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Changes to the Agenda:

- Remove Youth Think IGA from the Discussion List
- Remove Order 19-007 from the Consent Agenda

Public Comment – Cultural Trust

Corliss Marsh announced that the local Cultural Trust awarded six 2019 grants for a total of \$9,000. The grants included:

- The Dalles Library for an Artist in Residence
- Dufur School District for Storytellers
- St Mary's Academy for the Missoula Children's Theater
- Masquerader's Theater
- NORCOR – Drums for Youth
- The Dalles Social

Discussion List – Transfer Amendments

Public Works Director Arthur Smith explained that these are time extensions for the Cody Road and Rail Hollow projects which they were not able to complete prior to the federal government shut-down. He said that there is really no work on our end; if they did not get an extension, a new agreement would have been needed which is time consuming and costly.

Ms. White explained that because the January 2nd Board Session was cancelled and the shutdown was looming, it was determined that the extensions needed to be signed and sent back as soon as possible. Since there were no substantive changes and no cost increases as a result of the extensions, Chair Kramer signed the extensions on January 2, 2019 with the understanding the documents would come before the Board for approval at the January 16, 2019 Session.

{{{Vice-Chair Hege moved to approve FHWA Agreement DTFH7015E00026 Amendment 1 for the Rail Hollow Overlay Project and FHWA Agreement DTFH701400012 Amendment 3 for the Wamic Market Grade Reconstruction Project. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Discussion List – OIB Funds Appropriation

County Assessor and Oregon Investment Board Member Jill Amery explained that when the 1986 Scenic Area Act was created it authorized the OIB to manage \$10 million intended for economic growth and development within the area. While \$10 million was authorized for the program, only a little more than \$8 million was actually appropriated. OIB is working to obtain the remaining allotted funds for the program.

Vice-Chair Hege commented that this is also a priority for the Community Outreach Team. Commissioner Schwartz asked what is holding up the funding. Ms. Amery replied that the government authorized the funding but did not appropriate it.

*****The Board was in consensus to sign a letter of support for the Oregon Investment Board's efforts to secure the remaining authorized funding for their loan program.*****

Discussion List – Emergency Preparedness Grant Program

Emergency Manager Juston Huffman announced that this would be his last appearance before the Board as his last day at the County is January 25th. He said that this annual grant provides 50% of the programs base funding; he asked that the Board approve the grant agreement.

The Board thanked Mr. Huffman for his service to the County and wished him well on his new career.

{{{Commissioner Schwartz moved to approve Emergency Management Performance Grant #18-533 for \$48,351. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – MCCFL Lease Extension

Ms. White explained that Mid-Columbia Center for Living is occupying space in two of the County annexes while their new facility is under construction. Their lease for Annex C will expire at the end of January; the Annex A lease expires at the end of June. This extension will take them through to the end of the year, although they will probably terminate prior to that date. The Annex A extension will come to the Board at one of the June sessions.

{{{Vice-Chair Hege moved to approve the extension for Mid-Columbia Center for Living's lease for Annex C located at 419 East 7th Street, The Dalles, Oregon. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – Appointments

Commissioner Schwartz asked why Jeff Justesen and Dan Lindhorst are appointed as lay-persons. Ms. White explained that the Local Public Safety Coordinating Council composition is dictated by statute with about a dozen community positions such as the district attorney, juvenile director, public defender, etc. There is also a provision for an unlimited number of at-large or lay person positions. Anyone appointed to the Council that does not fill one of the statutorily required positions is appointed to an at-large or lay person position.

Juvenile Director Molly Rogers said that in every other county in the state, the corrections facility is run by the Sheriff and Juvenile Director. While Mr. Justesen and Mr. Lindhorst run the day-to-day operations for the Northern Oregon Correctional Facility, there is not a statutorily defined position for them on the Council; being lay-citizens does not diminish their participation – they have full voting privileges on the Council.

Mr. Stone asked if there has been any research into the question of a public employee serving on the budget committee for an entity that they are a member of. Ms. Rogers replied that she would suggest having County Counsel look into that; the NORCOR counsel has determined that the elected officials can serve in that capacity. Mr. Stone suggested that they may want to not act on this

appointment until they have that answer. Vice-Chair Hege responded that he would rather make the appointment and rescind it if needed.

*****The Board was in consensus to direct County Counsel to research and provide an opinion on the legality of having a public employee appointed to the budget committee of an entity of which the County is a member.*****

Theresa Hepker asked what the appointments are for. Chair Kramer read the list of appointments included in the Board Packet.

{{Vice-Chair Hege moved to approve the slate of appointments included in the discussion list as follows:

- **Rita Rathkey to Special Transportation Funds Advisory Committee**
- **Tyler Stone to NORCOR Budget Committee**
- **Megan Thompson to Economic Development Commission**
- **Les Kipper to LPSCC**
- **Appointing Jack Morris to LPSCC**
- **Appointing Jeff Justesen to LPSCC**
- **Appointing Dan Lindhorst to LPSCC**
- **Appointing Steve Kramer to LPSCC**
- **Appointing Candy Armstrong to LPSCC**

Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the reports included in the Board Packet. He noted that the Museum expects increased revenue as a result of the cruise ship contracts they have negotiated; that revenue will make them less dependent on the City and County.

Mr. Middleton said that the audit is in and looks good; it is not being presented today as there was not time on the agenda. It will come to the Board at the February 6th session.

Vice-Chair Hege noted that the marijuana receipts are higher than he had expected. He asked how we predict what they will be. Mr. Middleton responded that it is difficult at this early stage to make that prediction but he has tried to use the available data to determine a trend. He noted that the first year's receipts included more than a year's worth of revenue as the state had a delay in distribution.

Vice-Chair Hege pointed out that they changed the whole system to include production and it is confusing as to how it is calculated. Finance Consultant Debbie Smith-Wagar said that it is similar to the liquor tax; the Oregon Liquor Control Commission collects the tax, keeps a portion and distributes the rest based on population.

Agenda Item – Public Hearing

At 9:30 a.m. Chair Kramer opened a public hearing for 921-18-000098, 921-18-000099, 921-18-000100 and 921-18-000108 review of a recommendation made by the Wasco County Planning Commissioner for a legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan, Wasco County 2040. Proposed are amendments to Chapter 6, 9, 2 and 3, respectively. Amendments also include the adoption of a new format for the plan. These amendments relate to work tasks #5, 6, 7 and 8 of Wasco County's Periodic Review to update the Comprehensive Plan. The proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

Chair Kramer explained the procedure to be followed during the hearing and asked the following questions:

Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.

Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.

Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Long-Range Planner Kelly Howsley-Glover reported that there has been no public

comment received since the first public hearing held in December of 2018. She noted that the updates were to Chapters 2, 3, 6 and 9

- Chapter 2 – Implementation measures and incentives for land use planning actions and goals
- Chapter 3 – Agri-Tourism and Exclusive Farm Use
- Chapter 6 – Air, Water & Land Resources Quality
- Chapter 9 – New Chapter for Economic Development

The Board had no further questions and entered into deliberations.

{{{Commissioner Schwartz moved to approve Ordinance 19-001 In the matter of the Wasco County Planning Commission’s request to approve proposed Periodic Review legislative amendments to Update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, The Comprehensive Plan – File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Ms. Howsley-Glover announced that in 2019 they will be tackling some of the topics that the public has indicated they care most about. She said that there will be four road shows in March to be held in Mosier, Wamic, The Dalles and Tygh Valley. Two of the topics will be accessory dwellings and flexible minimum parcel size.

Planning Director Angie Brewer stated that there are a lot of state rules on how we manage lands; it is the Planning Department’s job to funnel those rules into the local Comprehensive Plan and then translate that into an ordinance that informs implementation. She said that they want to make sure that the ordinance is an asset and aligns with the community’s input – all within what the state requires and allows. Ms. Howsley-Glover added that most counties do this update a piece at a time; she said that she believes we are the first to do it all at once.

Chair Kramer closed the hearing at 9:45 a.m.

Agenda Item – Quarterly Audit Report

Ms. Smith-Wagar explained that she came on board as a consultant in 2015 when the County was experiencing some turmoil in the Finance Department; she helped

establish internal controls and then served as the interim Finance Director. Although the County eventually hired a permanent director, there was a lot of clean-up work to be done and she stayed on to help with that.

Ms. Smith-Wagar explained that Wasco County had used the same auditors for decades; the County has changed and grown and it was no longer a good fit. The County went through an RFP process and selected Pauley Rogers with whom she has worked and has confidence in. The new auditors came in with a new perspective and reviewed prior auditors concerns, seeing that they had been addressed.

Ms. Smith-Wagar went on to say that Mr. Stone asked that she do quarterly reports to provide the Board with confidence that things are moving forward. She reported that there are adequate controls and adequate staffing with the right people in the right seats. She noted that the audit was extended but that is common this year in response to new Governmental Accounting Standards Board standards – GASB 75 made many changes to disclosures and other items that made the process more complicated. She added that reconciliations are looking good and the County is in good shape.

Agenda Item – All-Staff Training

Human Resources Director Nichole Biechler said that the Wasco County Cross Trainers Team is following up on a request for an all-day, all-staff training and ask that the Board authorize the closing of County offices in order for staff to attend. She said that the team has been fiscally responsible in keeping the costs under \$10,000.

County Clerk Lisa Gambée said that the team is very excited about this opportunity which is an extension of the work that is done at the senior management level to provide professional development and education. She stated that the Cross Trainers Team has been working for two years on how to invest in employees to have a talented and well-trained workforce. She noted that in individual meetings with commissioners, the team gathered valuable feedback that helped shape the direction of the day of training. She acknowledged that it is a heavy lift, but will give staff the professional development and department unification that we see at the senior staff level. Public Works Director Arthur Smith added that the cost per employee is approximately \$57 for the day.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 16, 2019
PAGE 8

Commissioner Schwartz noted that not all offices will be able to close. Ms. Gambée responded that the public safety services will still need to be provided – deputies and 9-1-1; even the District Attorney’s office may have a case load that will not allow all to attend. She said that the team is looking at rotating staff in and out and also exploring the possibility of videotaping portions of the training. Ms. Biechler commented that the training will be mandatory for all other staff.

Ms. Amery stated that videotaping would be helpful as her staff has some unchangeable vacations planned at that time and are feeling left-out.

Sheriff Magill noted that the courts are open that day and his office has to facilitate staffing for things that are immediate. He said that he will work with Ms. Biechler to find ways to work through those issues. Mr. Stone stated that we need to have options and partners may be able to help alleviate that – perhaps a light court day can be scheduled. Ms. Biechler replied that the team will be taking those steps.

Vice-Chair Hege said the Team has heard comments and concerns; he asked how the team has been addressing those. Ms. Gambée said that the team looked at a variety of options on how the training would be offered. CIS already offers online training on specific topics but that does not bring the staff together or encourage a sense of pride and that we are making an investment in them. She said that one of the core components is how we re-envision government and how we serve our citizens which requires us to eliminate the silos. She went on to say that the topics are those of importance to the employees who will hear the same message, get the same training at the same time. She stated that the team looked at other models, but none offered the unity being sought – we want them to understand not just what it means to be a public employee but what it means to be a public employee at Wasco County.

Vice-Chair Hege agreed that it is important and asked if we are planning a tool to measure our success or produce an after-action report. Ms. Biechler said that the team is planning a follow-up survey to gauge success and inform future trainings. She added that there will be a sign up for the afternoon sessions so we can identify where we need to add and contract the training.

Commissioner Schwartz asked what will be available to the citizen that comes in on the day that we are closed – will there be noticing on the door or a phone number to call. Ms. Gambée replied that there will be a fair amount of outreach –

newspaper, radio and website; signage is a must. She said that the cell phone number is a great idea but will be disruptive – we will have to designate someone to take those calls. Commissioner Schwartz noted that it has been her experience that no matter how much outreach you do, people do not always get the message.

Chair Kramer asked what buy-in we have from the staff. Mr. Smith replied that the initial reaction was shocked that the County would invest in them this way – they see the online training as a negative. He said that they saw the County investing in Senior Management but not staff – they are glad to see that we are investing in them.

Sheriff Magill commented that he believes line staff will participate. He said that he is supportive and believes it is a great deliverable; he will just have to figure out the balance.

Chair Kramer asked that the Team come back after having reached out to partners, developed signage and dialed in attendance numbers. Commissioner Schwartz asked that the team also determine how they will reach staff that is unable to attend.

Ms. Biechler observed that a large part of the value of the all-staff training is being there – that cannot be recreated. She added that the keynote speaker may not give permission to be filmed.

Ms. Gambie said that the Team has not had a lot of conversation with staff because we did not have Board permission to move forward and did not want to disappoint the employees if the training was not approved. Vice-Chair Hege said that considering the timeline, the Team will need to move forward and come back to the Board for budgeting and the closure.

{{Vice-Chair Hege moved to direct staff to proceed with plans for all-staff training and to respond to the requests made by the Board. Commissioner Schwartz seconded the motion which passed unanimously.}}

Chair Kramer called a recess at 10:22 a.m.

The Session reconvened at 10:29 a.m.

Agenda Item – City/County/College IGA for Skills Center

Mr. Stone explained that the Columbia Gorge Community College has had funding available through the State of Oregon; to be accessed, that funding requires a match in funding. They have had the state funding since 2010 and are now asking the enterprise zone partners to give them \$3.5 million as part of the match for the State funding. The college will be able to leverage \$14.6 million to build a skills center and on-campus housing. The enterprise zone partners are interested in supporting the skill center portion of the project and have been working on that over the last several weeks with many versions of an agreement; changes were made as recently as last night. We are now seeking approval of the agreement to fund the project.

County Counsel Kristen Campbell stated that she drafted the original version and it has been reviewed by all parties. Essentially, the document commits to the funding amount if the project is constructed as planned and on time. The amount is a grant unless it is not completed at which point it will become a loan. She said that the City of The Dalles has approved a previous version; there have been two or three changes which include a listing of anticipated programs for the skills center, a progress reporting requirement and a recognition that funding is dependent on annual budgeting. Mr. Stone added that the time pressure for this has reduced the opportunity for a more public process – he has been working with the Commissioners on an individual basis. Ms. Campbell pointed out that current boards cannot bind future boards and we need the transparency that the County goes through an annual budget process.

Vice-Chair Hege commented that public entities borrow money and sell bonds for long-term projects. He asked if this language is common to those agreements. Ms. Campbell replied that she based her language on that found in other such documents. Mr. Middleton added that the long-term debts are still subject to the budget process; however, were the County to not honor the commitment, their rating would drop.

Ms. Campbell went on to say that we have that obligation as well as making clear that we have to remake this decision annually. There is a risk, however minor, that everyone assumes when doing business with a public entity.

College President Dr. Marta Cronin said that they need some flexibility as far as the programs are concerned; they want to respond to current market needs and not be tied to some specificity. Commissioner Schwartz pointed out that the language allows for reasonable discretion for those changes. Ms. Campbell said that she can add language to make that more clear. Commissioner Schwartz said that she is looking for reporting on implementation.

CGCC Manager of Marketing and Community Outreach Dan Spatz said he would like to have legal counsel review on the budget issue to make sure that additional language is not needed before taking the agreement to the College Board. Ms. Campbell said that ideally all three entities will sign the same agreement. Assistant City Manager Matthew Klebes said that it may be at the discretion of the City Manager and he will pursue that with City Counsel. Ms. Campbell said that she is confident it can be worked out.

Mr. Stone suggested that the Board of Commissioners can authorize with legal changes. Commissioner Schwartz said she does not want it to fall back to the original agreement with the City. Ms. Campbell said they can adopt this and authorize counsel to work out the language.

Vice-Chair Hege said that the idea that Wasco County is giving the college \$3.5 million is a misconception – the money is not coming from general fund but from enterprise zone funds. The idea behind those funds is economic development which this does.

Commissioner Schwartz said that coming in to this process at this point, she has not had the opportunity to be entirely educated; her focus has been to review the IGA and make sure it meets our needs.

Chair Kramer said that he believes the project has merit and his assumption is that it will result in an asset for the community. He went on to say that, in his opinion, it has been brought to us last minute which is troubling – all the numbers are not hard. He stated that the College Board has struggled with it only making the decision ten days ago to move forward with the project. He stated that his duty is to be responsible and mindful of the use of public funds; future requestors of enterprise zone funds should make sure that their projects are vetted before coming to the enterprise zone sponsors for funding.

{{{Vice-Chair Hege moved to approve the revised CGCC agreement contingent on County Counsel resolving the non-substantive issues as discussed. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Dr. Cronin thanked the Board saying she thinks they will be pleased with the result.

Consent Agenda – Minutes/Reappointments

Chair Kramer removed from the Consent Agenda Order 19-007 reappointing Jeff Handley to the Planning Commissioner; he explained that Mr. Handley has notified the County that he will be unable to continue in that position.

{{{Vice-Chair Hege moved to approve the revised consent agenda. Chair Kramer seconded the motion. Commissioner Schwartz abstained from the vote on the December minutes and voted yay to the remainder of the consent agenda. Chair Kramer and Vice-Chair Hege voted yay on the complete revised consent agenda.}}}

Chair Kramer recessed the meeting at 11:00 a.m.

The Session reconvened in the Celilo Room at 11:21 a.m. for a work session.

Work Session

Commissioner Schwartz asked for a definition of a work session.

Ms. White explained that like all sessions with the exception of an executive session, it is a public meeting at which the Board can make decisions. However, the intent is to not make decisions but rather allow for more relaxed dialogue regarding county business and items that are on the horizon but not immediately pressing. It is an opportunity for the individual commissioners to express their position to one another on a variety of issues and hear concerns and plans from department directors.

BUILDING CODES TRANSITION

Mr. Stone said that since the Board last met, staff has been moving forward to transition the Building Codes program to County management. At the last phone

conference with the State, they said they wanted us to take the program in 90 days; he advised them that that would not be possible – they understand that. He said his target date is July 1st; the State understands that we will need their help through this process as we may not have adequate staffing by then. The State would like for us to take on the two permit techs now to maintain the local office as they will move all of their inspections to be out of Salem and Pendleton before July 1st. We are negotiating with them regarding the office furniture.

Vice-Chair Hege said he wants to make sure we are not paying Building Codes staff out of general fund. Mr. Stone replied that the program has earned approximately \$400,000 since the state has been running it – those funds will transfer with the program and will be more than enough to pay for staffing. He said that staff is dividing the transition process into pieces – Human Resources is working on the personnel issues, Finance the funding issues and he is working on the IGA, along with Vice-Chair Hege, to secure back-up services. In addition, Information Services is working on tracking software for inspectors so they can hard code their time and give us the ability to track.

Mr. Stone went on to say that we are struggling with the compensation model and met with HR Answers yesterday to work on how to classify those positions. We are currently significantly below comparator data and there is a statewide shortage of inspectors and building officials. It will be a difficult issue.

Commissioner Schwartz asked what the structure will be for the program. Mr. Stone replied that the long-term vision is for it to be in the Planning Department. In the short term, he plans to move it into the existing space with a conversation to follow about how to combine it with Planning. We just don't have enough data or know what the front-counter impact will be for intake staff. We will keep them separate for now and get a sense of what it will look like – there is just not time to do that during the transition period.

Planning Director Angie Brewer noted that there is not a lot of clarity as to who the staff will report to and that makes it difficult for the staff – it will be a tough recruitment. County Assessor Jill Amery suggested that good communication during the hiring process will help alleviate that.

Mr. Stone went on to say that the hires will be Building Codes specific – that won't change unless or until we combine counter staff. He pointed out that while a

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 16, 2019
PAGE 14

planning tech may be able to process a building codes application the same may not be true in reverse. He said that the lynch pin will be who we get as a building official – if we can hire a high-caliber candidate, that will be a director position. If not, it will be different structure. We can make either decision after the transition. He pointed out that Ms. Brewer is already super busy.

Ms. Amery asked if a one-stop shop is still the long-range plan. Commissioner Schwartz commented that a one-stop shop would be the best long-term vision. Mr. Stone replied that once the program is going, we can talk about the long-term vision. Ms. Amery said that appraisers can help fill the gap – we are challenged by a good economy and a building boom.

Further discussion ensued regarding qualifications for inspectors and the possibility of sharing staff with other counties.

COMMUNITY CARE ORGANIZATION

Youth Services Director Molly Rogers said that the CCO Pacific Source will be asking the Board for a letter of support to reapply for state funding. She said she encourages the Board to support the funding. She said that it is not an exclusive letter and there may be two other entities vying for that funding – GOHBI and ShareCare. She said the Board may want to see presentations from all. She said her main issues are transparency and collaboration for behavioral health.

Commissioner Schwartz said, having been in the audience for the Pacific Source presentation, she was very impressed with their work which will drive change and determine where and how the money is distributed. Ms. Rogers noted that that has been the criticism for the current CCO – we are slower. She said that she wants the tools that measure outcome and that takes a process which slows things down. She said that she is proud of the current CCO's strategic approach.

SCENIC AREA UPDATES

Ms. Brewer said that she would like to send out notification to landowners at the edge of the City of the Dalles and the City of Mosier regarding changes that the Gorge Commission made that impacted their zoning. She said that she asked the Gorge Commission to make those notifications but they declined. She explained that the Gorge Commission did not actually change the zoning but they did

change the lines which resulted in zoning changes. She said that GIS is currently working on a map to determine how many properties were affected. She said she has already notified the Gorge Commission that she wants to send the letter and they are working with their legal counsel. She added that the County is bound by law to notify landowners of zoning changes; the Gorge Commission does not have that same requirement.

MCCOG UPDATE

Chair Kramer announced that the W-2's for MCCOG are out; retained records will be appropriately boxed and shipped to Salem for retention. Vice-Chair Hege asked if the records will be publicly available. Chair Kramer responded that all electronic files will be available. He said that final checks will be cut and the accounts will be closed; he estimates that Wasco County's portion of that will be a little more than \$100,000. He does not believe there will be a need for further MCCOG Board meetings but he will consult with counsel to confirm.

BOARD ASSIGNMENTS/APPOINTMENTS

The group reviewed current assignments/appointments for the Commissioners as well as those previously held by Commissioner Runyon. They also discussed the level of time commitment needed for each position. Commissioner Schwartz expressed an interest in serving on the boards of the Housing Authority, NORCOR, Mid-Columbia Community Action Council, Central and Eastern Oregon Juvenile Justice Consortium (CEOJCC), and the Lower John Day Area Commission on Transportation. She would also be interested in future participation on the North Central Public Health District Board and the Mid-Columbia Center for Living Board. Appointment orders will be drafted by staff and presented to the Board at the February 6th session. Commissioner Schwartz added that although there is not an appointment for the Veterans Services Advisory Committee, she plans to attend their meetings as a liaison to the Board.

LEGISLATIVE PRIORITIES

Commissioner Schwartz asked how we determine our priorities. Mr. Stone replied that we rely on our department directors and their associations to bring us the most important issues. We also advocate for AOC initiatives that are important to us; we also advocate for projects happening in our County. The Board will take a

position but that does not preclude individual commissioners from voicing their own opinion – ideally, we will all be on the same page. Vice-Chair Hege suggested that a work session be set that will help Commissioner Schwartz become familiar with the current issues.

PUBLIC INFORMATION OFFICER

Human Resources Director Nichole Biechler said that with the resignation of the Emergency Manager/Public Information Officer we have an opportunity to more clearly define the responsibilities of that position as we seek to fill it. She is working on the job description and would like guidance on what the PIO portion of the job will encompass – just law enforcement information or a broader county perspective . . . will it be a position that reports to both law enforcement and administrative services?

Vice-Chair Hege said that he does not want to make work. Commissioner Schwartz responded that she thinks it is important that the public understand what we do at the County. Chair Kramer concurred. Mr. Stone said that the discussion through the budget process will be what else we can do if we have a public spokesperson for non-emergency activities.

Commissioner Schwartz said that she wants more information pushed out to the public. She said she wonders if the skill set meshes for the two parts of the job. She said she would like to see the job description. Ms. Biechler stated that we have an applicant with the right skill set.

The session was adjourned at 1:30 p.m.

Summary of Actions

MOTIONS

- **To approve FHWA Agreement DTFH7015E00026 Amendment 1 for the Rail Hollow Overlay Project and FHWA Agreement DTFH701400012 Amendment 3 for the Wamic Market Grade Reconstruction Project.**
- **To approve Emergency Management Performance Grant #18-533 for \$48,351.**
- **To approve the extension for Mid-Columbia Center for Living's lease for Annex C located at 419 East 7th Street, The Dalles, Oregon.**

- **To approve the slate of appointments included in the discussion list as follows:**
 - **Rita Rathkey to Special Transportation Funds Advisory Committee**
 - **Tyler Stone to NORCOR Budget Committee**
 - **Megan Thompson to Economic Development Commission**
 - **Les Kipper to LPSCC**
 - **Appointing Jack Morris to LPSCC**
 - **Appointing Jeff Justesen to LPSCC**
 - **Appointing Dan Lindhorst to LPSCC**
 - **Appointing Steve Kramer to LPSCC**
 - **Appointing Candy Armstrong to LPSCC**

- **To approve Ordinance 19-001 In the matter of the Wasco County Planning Commission's request to approve proposed Periodic Review legislative amendments to Update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, The Comprehensive Plan – File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108.**
- **To direct staff to proceed with plans for all-staff training and to respond to the requests made by the Board.**
- **To approve the revised CGCC agreement contingent on County Counsel resolving the non-substantive issues as discussed.**
- **To approve the revised consent agenda.**
 - **12.12.2018 Work Session Minutes**
 - **12.19.2018 Regular Session Minutes**
 - **1.7.2019 Special Session Minutes**
 - **Reappointment orders as follows:**
 - **Veterans Services Advisory Committee**
 - **Robert Larsell**
 - **Museum Commission**
 - **Marvin Polehn**
 - **Michael Wacker**
 - **Planning Commission**

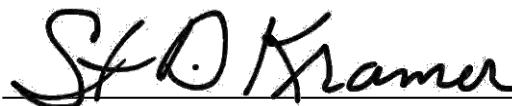
- **Brad DeHart**
- **Special Transportation Funds Advisory Committee**
 - **Kris Boler**
 - **Maria Pena**
- **County Surveyor**
 - **Bradley Cross**
- **The Dalles Watershed Council**
 - **Gary Wade**
 - **Dan Richardson**
 - **Ken Bailey**
- **White River Watershed Council**
 - **Pat Davis**
 - **Robert Larsell**
 - **Herb Snodgrass**
- **Mosier Watershed Council**
 - **Bryce Molesworth**
 - **Philip Evans**
 - **Karen Bailey**
 - **Mike Igo**
- **Wasco County Forest Collaborative Group Steering Committee**
 - **Pat Davis**
 - **Rich Thurman**
 - **Harvey Long**
 - **Jeremy Grose**
 - **BARK Representative**
- **Wasco County Budget Committee**
 - **John Carter**
- **Local Public Safety Coordinating Council**
 - **Barbara Seatter**
 - **Donna McClung**
 - **Molly Rogers**
 - **Teri Thalhofer**
 - **Janet Stauffer**
 - **Lane Magill**
 - **Pat Ashmore**
 - **Eric Nisley**

- Tara Koch
- Frank Kay
- Fritz Bachman
- Andrew Carter
- Lower John Day Area Commission on Transportation
 - Dave Anderson
 - Dale McCabe
- North Central Public Health District Budget Committee
 - Angie Wilson
- Hospital Facility Authority Board
 - David Griffith
 - William Marick
 - John Mabry
 - Sidney Rowe
- Economic Development Commission
 - Kathy Ursprung

CONSENSUS ITEMS

- To sign a letter of support for the Oregon Investment Board's efforts to secure the remaining authorized funding for their loan program.
- To direct County Counsel to research and provide an opinion on the legality of having a public employee appointed to the budget committee of an entity of which the County is a member.

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



DISCUSSION LIST

[FUNDS TRANSFER AGREEMENT AMENDMENTS](#) – Arthur Smith

[YOUTH THINK IGA](#) – Molly Rogers/Debby Jones

[OIB FUNDS APPROPRIATION](#) – Jill Amery

[EMERGENCY MANAGEMENT GRANT](#) – Juston Huffman

[MCCFL ANNEX LEASE EXTENSION](#) – Kathy White

[APPOINTMENTS](#) – Kathy White

[FINANCE REPORT](#) – Mike Middleton



DISCUSSION ITEM

Funds Transfer Agreement Amendments

[RAIL HOLLOW OVERLAY FUNDS TRANSFER AGREEMENT AMENDMENT 1](#)

[CODY ROAD FUNDS TRANSFER AGREEMENT AMENDMENT 3](#)

[MOTION LANGUAGE](#)

Monday, December 17, 2018

Funds Transfer Agreement

Wasco County

Providing Funding of **\$0.00**

Western Federal Lands Highway Division, FHWA Agreement # DTFH7015E00026 – Amendment 0001

Project Number/Name: OR WASCO 104(1), Rail Hollow Overlay

This letter is to hereby extend the expiration date of December 31, 2017 to December 31, 2022 for project pavement preservation overlay on Dufur Valley Road.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comment
CN	Cash	\$ 20,835.00	6/17/2015		DTFH7015E00026	Base	Match for CN
		<u>\$ 0.00</u>			DTFH7015E00026	0001	Extend Period of Performance
Total:		\$ 20,835.00					

The following is the **Wasco County's** Finance Billing Information:

DUNS# 084-415-959
Finance Contact Mike Middleton
Finance Phone (541) 506-2770
Finance Fax (541) 506-2771
Finance E-mail mikem@co.wasco.or.us
Project Contact Arthur Smith
Project Contact Phone (541) 606-2640
Project Contact Fax
Project Contact E-mail arthurs@co.wasco.or.us
Street Address 511 Washington Street
2705 E 2nd St
City, State, Zip The Dalles, OR 97058

The following is Western Federal Lands Highway Division, FHWA Finance Billing Information:

DUNS# 139-768-597
Finance Contact Genise L. Dance
Finance Phone (360) 619-7534
Finance Fax (360) 619-7945
Finance E-mail genise.dance@dot.gov
Project Contact Neal Christensen
Project Contact Phone (360) 619-7780
Project Contact Fax (360) 619-7945
Project Contact E-mail neal.christensen@dot.gov

Expiration Date: This Funds Transfer Agreement will expire on **December 31, 2022**.

The current authorized funding is **\$28,835.00**. In no case shall **Wasco County** or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written modification of this Agreement.



12.31.2018

Steve Kramer, County Commissioner
Wasco County

Date

Peter L. Passe, Contracting Officer
Western Federal Lands Highway Division, FHWA

Date

Monday, December 17, 2018

Funds Transfer Agreement

Wasco County

Providing Funding of **\$0.00**

Western Federal Lands Highway Division, FHWA Agreement # DTFH701400012 – Amendment 0003

Project Number/Name: OR PFH 102(4) Cody Road – Wamic Market Grade Reconstruction

This letter is to hereby extend the expiration date of December 31, 2017 to December 31, 2022 for project work and/or a construction contract to decrease the probability and severity of crashes on Cody Road (CR #102) and to provide an interpretive site.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comment
PE	Cash	\$ 10,000.00	1/1/2014	12/13/2013	DTFH7014E00012	Base	Match for PE
PE	Cash	\$ 10,000.00	1/1/2015	02/24/2014	DTFH7014E00012	0001	Match for PE
PE	Cash	\$235,762.00	3/1/2015		DTFH7014E00012	0002	Match for CN, CM
		<u>\$ 0.00</u>			DTFH7014E00012	0003	Extend Period of Performance
Total:		\$255,762.00					

The following is the **Wasco County's** Finance Billing Information:

DUNS# 084-415-959
Finance Contact Mike Middleton
Finance Phone (541) 506-2770
Finance Fax (541) 506-2771
Finance E-mail mikem@co.wasco.or.us
Project Contact Arthur Smith
Project Contact Phone (541) 606-2640
Project Contact Fax
Project Contact E-mail arthurs@co.wasco.or.us
Street Address 511 Washington Street
2705 E 2nd St
City, State, Zip The Dalles, OR 97058

The following is Western Federal Lands Highway Division, FHWA Finance Billing Information:

DUNS# 139-768-597
Finance Contact Genise L. Dance
Finance Phone (360) 619-7534
Finance Fax (360) 619-7945
Finance E-mail genise.dance@dot.gov
Project Contact Neal Christensen
Project Contact Phone (360) 619-7780
Project Contact Fax (360) 619-7945
Project Contact E-mail neal.christensen@dot.gov

Expiration Date: This Funds Transfer Agreement will expire on **December 31, 2022.**

The current authorized funding is **\$255,762.00.** In no case shall **Wasco County** or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written modification of this Agreement.



12.31.2018

Steve Kramer, County Commissioner
Wasco County

Date

Peter L. Passe, Contracting Officer
Western Federal Lands Highway Division, FHWA

Date



MOTION

SUBJECT: Funds Transfer Amendment

I move to approve FHWA Agreement DTFH7015E00026 Amendment 1 and FHWA Agreement DTFH701400012 Amendment 3.



DISCUSSION ITEM

Youth Think IGA

[COVER LETTER](#)

[SUMMARY PAGE](#)

[INTERGOVERNMENTAL GRANT AGREEMENT 11330](#)

[MOTION LANGUAGE](#)



Oregon Department of Education

Kate Brown, Governor

Youth Development Division
255 Capitol St NE, Salem, OR 97310
Voice: 503-947-5600
Fax: 503-378-5156

December 12, 2018

Tyler Stone
Wasco County Administrative Officer
511 Washington ST. Ste. 101
The Dalles, OR 97058

Dear Mr. Stone,

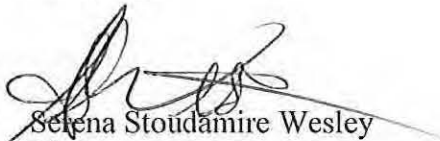
We have received and reviewed your November 27, 2018 response letter. Below is a description of the actions that need to be taken to move forward with the execution of the attached grant agreement.

Wasco County will need to review the grant agreement and ensure the accuracy including the following:

- The name, phone number and email address of Wasco County's program contact;
- The name, phone number and email address of Wasco County's fiscal contact; and
- The name, phone number and email address of Wasco County's authorized representative;

Once the grant agreement has been fully executed, and submitted to Grant Manager, Abraham Magaña (abraham.magana@ode.state.or.us). Wasco County will need to submit its quarterly reports and claim(s) for reimbursement in the manner set forth in the grant agreement. Once the quarterly reports and claims are received, the YDD grant manager will review the reports and claims(s) to determine the quarterly reporting requirements have been met and will expedite request for disbursement to Wasco County. In the meantime, if you have any questions, please do not hesitate to contact Abraham. Thank you.

Sincerely,



Serena Stoudamire Wesley
Director
Youth Development Division

Enclosure

Cc: Abraham Magaña, Grant Manager
Sandy Braden, YDD Chief of Staff
Jana Hart, ODE Procurement

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11330**

Informational Cover Page

AGREEMENT INFORMATION	
Project Title:	YouthThink
Effective Date:	July 1, 2017
Expiration Date:	August 16, 2019
Amount:	\$45,336.00
Funding Source:	State General Funds
GRANTEE INFORMATION	
Grantee:	Wasco County
Address:	202 E. 5th St., The Dalles OR 97058
Project Contact:	Debby Jones
Phone:	541-506-2673
eMail:	debbyj@co.wasco.or.us
Fiscal Contact:	Molly Rogers
Phone:	541-506-2667
eMail:	mollyr@co.wasco.or.us
AGENCY INFORMATION	
Project Contact:	Abraham Magaña
Phone:	503-378-5176
eMail:	abraham.magana@state.or.us
Procurement Contact:	Jana Hart, CPPB, OPBC, OCAC
Phone:	503-947-5805
eMail:	jana.hart@state.or.us

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. 11330

This Intergovernmental Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Department of Education, Youth Development Division and its Youth Development Council (“Agency”) and Wasco County (“Grantee”), each a “Party” and, collectively, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110; Senate Bill 5516 of the 2017 Legislative Session, Chapter 590, 2017 Laws, and ORS 417.847, which authorizes Agency’s Youth Development Council (the “Council”) to determine the availability of funding and to prioritize funding for services to support community-based youth development projects, programs, services, and initiatives with demonstrated outcomes and strategic objectives established by the Youth Development Council by rule.

SECTION 2: PURPOSE

Grantee shall provide or cause to be provided, Project Activities throughout the 2017 – 2019 biennium as identified in Exhibit A. The Project Activities provided by Grantee will support the Council’s mission to enable youth ages 6 – 24 who face barriers to education and the workforce get back on the path to high school graduation, college, and/or career, either directly or through its subcontractors.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of July 1, 2017 (“Effective Date”), and Grantee shall be eligible for reimbursement of Project Activities incurred on and after July 1, 2017. This Agreement terminates on August 16, 2019, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Brenda Brooks

255 Capitol Street NE, Salem OR 97310

503-378 -5129

brenda.brooks@state.or.us

4.2 Grantee’s Authorized Representative is:

Name: **Molly Rogers**

Address: 202 E. 5th St., The Dalles OR 97058

Office Phone: 541-506-2667

eMail Address: mollyr@co.wasco.or.us

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

SECTION 5: PROJECT ACTIVITIES

Grantee shall provide the Project Activities set forth on Exhibit A (the "Project"), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

- a. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to **\$45,336.00** ("Grant Funds") for cost of the Project Activities described in Exhibit A for the 2017-2019 biennium. Agency shall pay the Grant Funds from moneys available through its State General Fund. Grant Funds may be used only for eligible Project costs authorized by this Agreement.
- b. This amount of Grant Funds is not a firm, fixed amount unconditionally guaranteed to be provided to Grantee, but is the not-to-exceed amount of Grant Funds Agency anticipates will be available for disbursement to Grantee for Project Activities during the 2017 – 2019 biennium.
- c. The Parties understand and agree that the specific amount awarded to Grantee is subject to change as a result of actions taken by the State of Oregon's Legislative Assembly during the 2017 – 2019 biennium. Agency will notify Grantee of specific funding cuts and award reductions, if any. In the event of such funding cuts at the state level, this Agreement may be amended as provided in Section 19 or terminated as provided in Section 16.
- d. Agency reserves the right to withhold or reduce the second year of funding if, after being offered technical assistance, Agency finds that Grantee is not expending Grant Funds, is not performing the Project Activities, or otherwise not in compliance with the requirements of this Agreement. This remedy is in addition to, and not in lieu of, Agency's right to exercise its remedies in the event Grantee's default under Section 13 of this Agreement.
- e. Grantee shall provide any additional information or further detail regarding Project Activities and the expenditure of Grant Funds as Agency may require upon Agency's request.

6.1 Disbursements.

- a. Upon receipt of Grantee's claim for reimbursement, Agency shall disburse the Grant Funds, or cause the Grant Funds to be disbursed, quarterly, contingent upon Agency's receipt and approval of (i) Grantee's Expenditure, Project Data, and Narrative Reports, or any other reports requested by Agency in Exhibit A, and (ii) determination that the amounts requested conform to Exhibit B, 2017 – 2019 Biennial Project Budget.
- b. To be eligible for Grant Funds disbursement, Grantee shall complete all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.
- c. To be processed for payment, reimbursement claims must include the following information:
 - i. Claim date;
 - ii. Agency's Agreement number, **11330**;
 - iii. Amount being requested;
 - iv. A description of the Project Activities planned or completed during the claim period.

- d. Grantee shall submit reimbursement claims to Agency quarterly, and within fourteen (14) calendar days following delivery of reports and documents required by Exhibit A to Agency. Grantee shall submit invoices electronically to the following Grant Manager identified for each Community Investment Funding Category as set forth in this Section 6.1.d. Quarters are defined as the three (3) calendar month periods between January 1 and March 31, April 1 and June 30, July 1 and September 30, and October 1 and December 31.

Youth & Community Tier III:

Abraham Magaña at: abraham.magana@state.or.us

- 6.2 **Allowable Costs.** The Grant Funds shall only be used to pay for Allowable Costs of the Project. "Allowable Costs" means costs of the Project incurred or to be expended by Grantee that are used only for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 herein. Grantee shall not use any Grant Funds for costs that are not Allowable Costs.
- 6.3 **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
 - 6.3.1 Agency, or, if different than Agency, the source of funding described herein, has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - 6.3.2 No default as described in Section 11 has occurred.
 - 6.3.3 Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date this Agreement was executed.
 - 6.3.4 If Agency determines that any required Project Activities, tasks, deliverables, reports, or documentation are not acceptable and that any deficiencies are Grantee's responsibility, Agency shall prepare a written description of any deficiencies within ten (10) business days of the due date for the deliverable, report, or document or performance of the task or Project Activity, or within such timeframe as the Parties mutually agree in writing, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency within ten (10) calendar days, or within such later timeframe as Agency shall specify in its notice to Grantee. The opportunity to cure a deficiency provided under this section is in addition to, and separate from, the written notice and opportunity to cure provided under Section 16.3 of this Agreement relative to Termination.
- 6.4 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than fifteen (15) business days after Agency's written demand.
- 6.5 **Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of, duplicate, overlapping, or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any other agency of the State of Oregon or the United States of America or any other party, organization, or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:

- 7.1 Grantee is a county government, duly organized and validly existing. Grantee has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law or other organizational rules or policies and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

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

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: INTELLECTUAL PROPERTY/PERSONAL INFORMATION

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 9.1.1 "Agency Intellectual Property" means any intellectual property owned by Agency, including Agency Data, and developed independently from any intellectual property in the Project. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.
 - 9.1.2 "Agency Data" means information created and information stored by Agency, and information collected by Grantee regarding project participants and Agency during the course of providing services under this Grant, including Personal Information.

ODE CMS #

- 9.1.3 "Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project funded under this Agreement.
- 9.1.4 "Personal Information"** as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA.
- 9.1.5 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Grantee or Agency.
- 9.1.6 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2** All Work Product created by Grantee under this Agreement, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by Grantee under this Agreement is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.4** If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: INDEMNIFICATION

- 10.1** To the extent allowed by law, Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.
- 10.2** Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

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

- 11.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 11.3** If permitted by law, Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (if allowed by law), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** If permitted by law, a proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (if allowed by law).
- 11.5** Grantee uses or expends Grant Funds for any purpose other than that specified in this Agreement.

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, (f) demand the return of Grant Funds under Section 6.4, or (g) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: CONFIDENTIALITY AND NON-DISCLOSURE.

- 15.1 Confidential Information.** Grantee acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Grant, be exposed to or acquire information, including Personal Information, as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA, and that is confidential to Agency or Project participants. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Grantee) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Grant; (c) is rightfully in Grantee's possession without the obligation of nondisclosure prior to the time of its disclosure under this Grant; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Grantee who can be shown to have had no access to the Confidential Information.

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- 15.2** Prior to the receipt of, and during the period in which Grantee has possession of or access to, any Personal Information, Grantee shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.
- 15.2.1** In addition to and without limiting the generality of Sections 15.1 and 15.2, Grantee shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Grantee receives access, possession, custody or control under this Agreement. Grantee shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Grantee shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 15.2.2** Grantee shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Grantee receives access, possession, custody or control in the performance of this Agreement.
- 15.2.3** Grantee shall require the compliance by Grantee staff and Grantee agents with this Section.
- 15.3** Notification; Control of Required Notices. In the event Grantee or Grantee Agents discover or are notified of a Security Breach or potential breach of security relating to Agency Data as that term is defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”), Grantee will promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Agency Data was in the possession of Grantee or Grantee agents at the time of such Breach, Grantee will (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps that Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, in the event that Agency determines that any such Breach or potential Breach of security involving Agency Data for which notification to Agency customers or employees or any other individual or entity is required by law, Agency will have sole control over the timing, content, and method of such notification, subject to Grantee’s obligations under applicable law.
- 15.4 Non-Disclosure.** Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the Project Activities, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grantee shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Grantee shall advise Agency immediately in the event Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Grant and Grantee will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Grantee against any such person. Grantee agrees that, except as directed by Agency, Grantee will not at any time during or after the term of this Grant disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Grant, and that upon termination of this Grant, Grantee will retain all documents, papers, and other matter in Grantee's possession that embody Confidential Information for a period of three (3) years, subject to the security requirements of this Section 15, and at Agency request, transfer the Agency Data as directed by Agency. The retention requirements of Section 32 do not apply to Confidential Information retained by Grantee under this paragraph.

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- 15.5** Injunctive Relief. Grantee acknowledges that breach of this Article 15, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the Breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 15.6** Grantee's employees, agents, subcontractors, and volunteers that will perform Project Activities must agree to submit to a criminal background check. Such background check must occur prior to performance of Project Activities or access of Agency Confidential Information. Background checks will be performed at Grantee's expense. Grantee and Agency, in their discretion have the right to reject any Grantee employee, agent, subcontractors, or volunteers, or limit any such person's authority to engage in Project Activities or to have access to Agency Personal Information or Grantee premises based on the results of the background check. Any employees, agents, subcontractor or volunteers of Grantee that have engaged in Project Activities between July 1, 2017 and the effective date of this Agreement, for whom a criminal background check has not been performed, shall immediately cease such activities until a background check is performed and passed.
- 15.7** Reserved

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon thirty (30) calendar days' advance written notice to Grantee;
 - 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Grantee; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Grantee may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) business days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.

- 16.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, and works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement to which Agency will have a license, or such other rights as outlined in Section 9.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency, (or if different from Agency, the source of funding described in Section 6) receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency. Grantee understands and agrees that the specific amount awarded to Grantee is subject to change and may be reduced as a result of actions taken by the State of Oregon's Legislative Assembly funding cuts during the 2017 – 2019 biennium. Grantee understands and agrees that Grant Funds disbursement is conditioned on Grantee's completion of all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in Section 4 of this Agreement, with a copy of such notice to the respective Grant Manager set forth in Section 6.1.d, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

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

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

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

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

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

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

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

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

SECTION 31: MERGER, WAIVER

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

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Grantee shall report Project progress using the progress report template provided by the Agency.

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SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

1. this Agreement less all exhibits, attached,
2. Exhibit A, Project Activities;
3. Exhibit A, Schedule 1, Project File;
4. Exhibit A, Schedule 2, Narrative Report;
5. Exhibit A, Schedule 3, Data Report Instruction;
6. Exhibit A, Schedule 4, Data Report;
7. Exhibit B, Biennial Project Budget Instructions;
8. Exhibit B, Schedule 1, Biennial Project Budget;
9. Exhibit B, Schedule 2, Biennial Project Budget Category Definitions;
10. Exhibit B, Schedule 3, Expenditure Report Instructions;
11. Exhibit B, Schedule 4, Expenditure Report/Reimbursement Claim;
12. Exhibit B, Schedule 5, Fiscal Year End Summary Report; and
13. Exhibit C, Insurance Requirements.

SECTION 36: SIGNATURES

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

A. Wasco County (Grantee):

Signature: _____
 Printed Name: Molly Rogers, or alternate
 Title: Executive Director

Date: _____
 Alternate: _____
 Title: _____

Federal Tax ID Number

B. The State of Oregon, acting by and through its Department of Education:

Signature: _____
 Printed Name: Jana Hart, CPPB, OPBC, OCAC, or alternate
 Title: Operations & Policy Analyst
 Office of Finance & Administration

Date: _____
 Alternate: _____
 Title: _____

C. The State of Oregon, acting by and through its Department of Education:

Signature: Brenda H. Brooks
 Printed Name: Brenda Brooks, or alternate
 Title: Deputy Director, Oregon Youth Development Council

Date: November 6, 2017
 Alternate: _____
 Title: _____

D. APPROVED as to LEGAL SUFFICIENCY pursuant to ORS 291.047 and OAR 137.045.0030:

Signature: Approved as to legal sufficiency by CByrnes eMail on record
 Printed Name: Cynthia Byrnes, or alternate
 Title: Senior Assistant Attorney General

Date: September 29, 2017

EXHIBIT A
PROJECT ACTIVITIES

Overview**I. General Project**

- a. **Outcomes and Activities** Grantee shall use the Grant Funds to carry out the activities and meet the objectives described in the attached grant application, and as further defined in the Project File and Biennial Budget as set forth herein, including Mutually Reinforcing Activities of each collective impact participant as described in Section 4 of Grantee's grant application. Grantee shall reflect all modifications, clarifications, and final tracked activities and outcomes in the Project Data Report and Fiscal Year End Summary Reports. Grantee shall perform all activities, submit all reports or other deliverables and achieve or exceed all outcomes described in this Exhibit A.
- b. **Grantee Reporting Requirements:** Beginning with the first quarter of the 2017-19 biennium, and continuing each quarter thereafter until June 30, 2019, Grantee shall submit the Expenditure Reports, substantially in the form of Exhibit B, Schedule 3; the Narrative Report substantially in the form of Exhibit A, Schedule 2 and the Project Date Report substantially in the form of Exhibit A, Schedules 3 and 4. Each report must be submitted by the end of each of eight (8) biennial quarters. Agency's obligation to disburse Grant Funds is contingent upon its Grant Manager receiving and approving the quarterly reports described in this paragraph. Reimbursement claims may be submitted prior to completion of all required reporting, however claims will not be processed until reporting is completed, submitted, and approved. Within the time specified in paragraph m below, Grantee shall submit a Fiscal Year Roll-up Report substantially in the form of Exhibit B, Schedule 5.
- c. **Expenditure Reports and Documentation:** Grantee shall submit its Expenditure Report simultaneously with its submission of a Reimbursement Claim, substantially in the form of Exhibit B, Schedule 4, through Agency's Electronic Grants Management System (EGMS). Interim and total claim amounts must match the associated amounts as set forth in Exhibits B, and its Schedules 1 and 2, or the claim will be rejected. Purchase backup documentation (such as receipts and invoices) is not required to be submitted with the Expenditure Report, however all back-up shall be retained by the Grantee, and may be requested by Agency in the event questions about an expenditure arise.
- d. **Budget Line Items:** Grantee shall perform the Project Activities in accordance with the Biennial Project Budget set forth in Exhibit B, Schedule 1 unless otherwise approved pursuant to this Exhibit A, Section I.d. Project spending must adhere to the Budget categories and amounts set forth in Exhibit B, Schedule 1. Grantee shall request Agency's Grant Manager's written approval for any spending variance in any Budget line item within a Project year. Budget modifications of more than 10% or \$500 (whichever is greater) on any Budget line item, and those which modify the not-to-exceed Grant Funds amount require written approval and execution of an amendment to the Grant as set forth in Section 19 prior to the submission of an Expenditure Report and Reimbursement Claim. *Budget modifications may not exceed fifteen (15)% of the Biennial Project Budget in Indirect Funds.*
- e. **Proposed Project Changes:** Any proposed changes made to the Project described in this Exhibit A must be submitted to and approved by Agency's Grant Manager prior to changes being made by Grantee. All forms, communications, and requests for changes to the Project must be submitted as directed by Grant Manager. If the Grant Manager determines a requested change is material to the Project, the Parties must enter into an amendment as provided in Section 19 of this Agreement before the change is effective.

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- f. **Participant Data and Services:** Pursuant to Section 15 of this Agreement, Grantee shall maintain data and files on individual Project participants in a confidential manner. quarterly Project Data Reports shall not include participant names, and shall be anonymized utilizing the formatting of the Data Report's numbering convention, or a numbering convention utilized by the Grantee which will protect the identity of participants. Grantee shall maintain individual case files and other documentation on all Project participants. Grantee must ensure that participant data is protected throughout all services provided under the Project, and among any partners participating in the collective impact efforts or providing services in the scope of this Project as provided in Article XV of this Agreement.
- g. Agency may request identifiable participant data during period of this Agreement for the purpose of data analysis, and any identifiable youth information must be transmitted through a secure channel in compliance with all privacy laws.
- h. **Grantee Site Monitoring:** Agency's Grant Manager and Community Engagement Coordinator, shall conduct one (1) or more site visits during the 2017-2019 biennium. Grantee must notify the Grant Manager in advance of special events, project completion ceremonies and other community activities related to Project Activities funded through the Grant, and other related activities and events that may be of interest to the Agency and Youth Development Council.
- i. **Demonstration of Collective Impact:** Grantee must demonstrate the use of collective impact methodology in its quarterly Project Data Reports, including compliance with the Mutually Reinforcing Activity schedule as prescribed in Section 4 of the Collective Impact Model included in Grantee's grant application. Grantee shall meet at least quarterly with other collective impact participants, and include agendas, sign-in sheets and summaries or minutes from those meetings in its Narrative Report as set forth in Exhibit A, Schedule 2.
- j. **Promotional materials:** Grantee must request and receive approval from Agency's Grant Manager (in writing) before using the YDC logo in any promotional materials.
- k. **Media interviews:** Grantee must acknowledge Agency as a funding source when giving interviews regarding the Project and Agency-funded programs.
- l. **Grantee Performance Expectations** Grantee shall perform the Project Activities as described in the Project File and defined in a Project Data Report, including individual-level demographic data and, Project-specific measures linked to targeted outcomes.
- m. **Grant milestones** – Grantee shall submit a Fiscal Year Roll-Up Report as set forth in Exhibit B, Schedule 5 within 14 calendar days of the end of each fiscal year, and a final Fiscal Year Roll-Up Report at the end of biennium.

EXHIBIT A, SCHEDULE 1

Grant Type
Youth and Community Tier III
Name of Organization
Wasco County
Project Name
YouthThink
Organization Location
202 E. 5th St., The Dalles OR 97058
Amount Requested
\$45,336.00

Grant Staff

Name	Title/Role	Phone Number	eMail
Debby Jones	Program Manager	541-506-2673	debbyj@co.wasco.or.us
Molly Rogers	Fiscal	541-506-2667	mollyr@co.wasco.or.us
Molly Rogers	Executive Director	541-506-2667	mollyr@co.wasco.or.us

Project Details

Brief Project Overview
Implement SEL training
Address(s) of Primary Service Delivery
YouthThink Office: 660 Court St. The Dalles, OR; The Dalles Middle School / 1100 E. 12th St., The Dalles OR 97058

Project Activities Reporting per Cycle

Please track any co-enrollment in WIOA programs, and note how this funding allows expansion of services and opportunities for participants in that funding.

Outputs
Parent of youth participated in T2T Boot Camp? (Y/N)
Youth participated in Do Something Teen Leader Program? (Y/N)
How many Do Something Teen Leader Activities has youth participated in?
Pre Assessment Score for Do Something Teen Leaders?

Program Outcomes

Outcomes	Benchmark
Youth parent or guardian completed T2T Boot Camp? (Y/N)	
Days absent from school?	
Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	

Program and Budget Alignment

Line Item Clarity

Additional Notes

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EXHIBIT A, SCHEDULE 2
NARRATIVE REPORT
YOUTH & YOU
 Oregon Youth Development Council

Please enter grant information here:

Grant Type

Youth and Community Tier III

Organization

Wasco County

Project Name

YouthThink

Subgrant #

For YDD Use Only

Grant Manager Name & Contact eMail

Abraham Magaña / abraham.magana@state.or.us

Biennium

2017-2019

The intent of the Narrative Report is to provide a venue for telling the “story” of the Project quarterly activities and outcomes in your own words. The narrative should reflect and provide context for the information shared in your Expenditure Report, Project Data Report, and Collective Impact Reporting. Collective Impact Reporting will include quarterly attachments of the Sign in Sheet, Agenda, and Meeting Summary.

You may answer in the format of your choice:

- short answers to each question, or
- an essay-style narrative that incorporates all of the requested information.

Please provide answers to the following questions in your Narrative Report:

1. Describe activities undertaken as part of this grant during the reporting period. These may include:
 - Project development
 - Outreach and recruitment
 - Services to youth
 - Work with partners
 - Special events and activities
 - Collective impact work

Be sure to include activities reflected in the Expenditure Report. For example, if there is a reported expenditure in the Professional Development category, the narrative should provide information about the training activities.

2. Share one or more participant, project and/or community success story.
3. Share any challenges you have encountered in carrying out your grant-related activities. Have you identified any new approaches or plans to address these?
4. Specifically identify any promising practices or effective approaches you have identified in your grant-related work.
5. Provide additional information about your collective impact effort, organization, program, Project, or any other outcomes and activities that have been identified as part of your Project Narrative Reporting, and anything additional you would like us to know.



**EXHIBIT A, SCHEDULE 3
DATA REPORT INSTRUCTIONS
YOUTH & YOU**
Oregon Youth Development Council

<p>This tab provides general instructions and information for completion of the Data Report, found on a following tab of this workbook. For detailed instructions, see the <i>Definitions</i> tab in this workbook. Please complete the information below, and refer to the guidance below to ensure correct completion of the Data Report. The Data Report must be submitted, reviewed, and approved each quarter. Please note, all reporting requirements must be current prior to the approval of any EGMS claim.</p>
Please enter grant information here:
Biennium:
2017-2019
Sub Grant #
For YDD Use
Grant Type:
Youth and Community Tier III
Organization:
Wasco County
Project Name:
YouthThink
Grant Manager Contact Information:
Abraham Magaña / abraham.magana@state.or.us
<u>IMPORTANT:</u> Adhere to all Federal and State regulations concerning privacy of information.

1. This Data Report is required. The Data Report must be submitted quarterly as part of the required quarterly reporting. For detailed definitions and instructions, see the following *Definitions* tab of this workbook.
2. Rows: Each row represents an individual participant in the program. Each row is linked to a single participant by a unique Youth ID.
3. Cells: Each cell of each row captures information pertaining to the individual the row represents. Each cell has three primary data entry options: (1) numeric, (2) date (m/d/yyyy), and (3) selection from a dropdown menu.
4. Data collection begins at the beginning of the biennium or when a new participant starts the program. For each youth starting participation, please enter data in the following categories of the Universal (blue banner) section: (a) *Youth Demographics* (All), (b) *Enrollment* (Start Date), and (c) *Youth Characteristics at Program Exit Date* (All).

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5. **Measures:** Enter agreed upon information in the corresponding column to capture youth participation in programming activities. Measures that are counts should be reported as totals for the reporting period. Data should be entered and updated for all **Measures** when a participant is exited from the program.
6. **Outcomes:** Enter agreed upon information in the corresponding column to capture youth outcomes. Information should be entered or captured elsewhere at time of occurrence and updated for the reporting period. Data should be entered and updated for all **Outcomes** when a participant is exited from the program.
7. Data collection ends when a youth stops participating, the cohort completes programming, or the end of the biennium. For each youth please enter data in the following categories of the Universal (blue banner) section: (a) **Enrollment (End Date)**, (b) **Youth Characteristics at Program End Date (All)**, (c) **Measures (All: update)** and (d) **Outcomes (All: update)**.

PLEASE NOTE:

- a. Drop down menus are provided to ensure consistency of measurement. If you encounter an error in a menu, or find that the option you require is unavailable, choose the best available answer and contact your grant manager for more information.
- b. **ALL** cells in every row within the **Universal** section (blue banner) require an entry. Choose the best answer from the dropdown menu.
- c. The Data Report will be used over the course of the two-year biennium. Participants may continue participation from Year 1 to Year 2 if appropriate within the planned programming; it is not necessary to exit all participants at the end of Year 1 if that does not suit the service delivery model.

**EXHIBIT A, SCHEDULE 4
Data Report**

PROGRAM SPECIFIC			
MEASUREMENT			
Parent of youth participated in T2T Boot Camp? (Y or N)	Youth participated in Do Something Teen Leader Program? (Y or N)	How many Do Something Teen Leader activities has youth participated in?	Pre-Assessment score for Do Something Teen Leaders?
OUTCOMES			
Youth parent or guardian completed T2T Boot Camp? (Y or N)	Days absent from school?	Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	



EXHIBIT B
2017 – 2019 BIENNIAL PROJECT BUDGET
YOUTH & YOU

Oregon Youth Development Council

This workbook is to be used to develop the biennial budget for your Youth Development Council funded program, and for subsequent quarterly fiscal reporting. The completed budget sheet will automatically populate in the appropriate fiscal reporting sheets, and this workbook will provide a comprehensive view of your program budget and expenditures.

Please follow the instructions below to complete the Biennial Budget form (Tab 2) and return it to your grant manager. If you have any questions or encounter any problems in completing the report, please contact your grant manager.

Please enter grant information here:

Biennium

2017-2019

Sub Grant #

For YDD Use

Grant Type:

Youth and Community Tier III

Organization:

Wasco County

Project Name:

YouthThink

Grant Manager Contact Information:

Abraham Magaña / abraham.magana@state.or.us

1. The first three (purple-shaded) tabs in this workbook are to be used to complete the biennial budget. They are the instructions entitled *Budget Instructions*; the budget worksheet entitled *Biennial Budget*; and definitions of the line items/ budget categories found in the Biennial Budget entitled *Category Definitions*.
2. The *Biennial Budget* worksheet must be completed using the budget submitted with the grant application.
3. The Biennial Budget is intended to account for the Youth Development Council's awarded funds only. Do not include funding from other sources, nor report expenditures beyond the scope of the award.
4. All awarded funds need to be accounted for within the Biennial Budget worksheet. Significant changes to the initial budget submitted with the application need to be authorized by the grant manager.
5. Completing the Biennial Budget worksheet will almost certainly entail re-categorizing the initial budgets line items. Please refer to the *Category Definitions* tab to aid in this process.
6. Use the *Additional Information* section at the bottom of the budget worksheet to provide additional clarification on how the initial line items were re-categorized.
7. Any amount entered in the *Other* categories require additional specification which needs to be provided in the *Additional Information* section. A brief description of the proposed use of these funds should suffice.

PLEASE NOTE:

The Biennial Budget is a necessary component of the contract. Without the Biennial Budget the contract is incomplete. **Therefore, the Biennial Budget worksheet must be completed and approved before a contract can be executed.**

**EXHIBIT B, SCHEDULE 1
2017 – 2019 BIENNIAL PROJECT BUDGET**

Biennium:	2017-2019		
Sub Grant #	For YDD Use		
Grant Type:	Youth and Community Tier III		
Organization:	Wasco County		
Project Name:	YouthThink		
Grant Manager Contact Information:	Abraham Magaña / abraham.magana@state.or.us		
Category	Year One Budget	Year Two Budget	Biennium Budget
Direct Services			
Personnel	14,795.00	14,795.00	29,590.00
Operating			0.00
Travel & Transportation			0.00
Supplies & Materials	5,000.00	2,250.00	7,250.00
Professional Services & Fees	3,000.00	3,500.00	6,500.00
Professional Development & Training	2,000.00		2,000.00
Equipment			0.00
Client Incentives & Supports			0.00
Other			0.00
Indirect Services	Important: Indirect Services cannot exceed 15% of awarded funds.		
CI Backbone Support			0.00
Administrative			0.00
Other:			0.00
TOTAL:	\$24,795.00	\$20,545.00	\$45,340.00
Additional Information: Use this area to provide clarification on how original line items have been re-categorized			

**EXHIBIT B, SCHEDULE 2
BIENNIAL PROJECT BUDGET FUND CATEGORY DEFINITIONS**

Category	Definition
Personnel	Salaries, wages, and benefits for in-house staff performing work on an Agency Grant
Operating	Costs for Project operations, <i>not including</i> materials, supplies, and equipment. Includes rent, utilities, and other recurring costs associated with the work site. May include postage, printing, and other costs associated with Project delivery.
Supplies & Materials	Includes all consumable materials required for Project delivery. This may include office supplies, course materials, items for use in youth activities and training, safety and work site materials, and other items with a unit value under \$100.
Equipment	Includes computers, printers, and other devices used for Project delivery, and other non-consumable items with a useable life of one year or more, and/or a per unit value of \$100 or greater.
Travel & Transportation	Costs for staff travel and transportation of Project participants, including fuel, vehicle rental, and transit.
Professional Services & Fees	Includes contracted services, training for Project participants provided by an outside entity, and other program memberships and fees.
Professional Development & Training	Includes staff training, certifications, and other professional development activities. Any training offered by an outside entity that also includes Project participants is considered a Project service, and should be included in the “Professional Services and Fee” category.
Client Incentives & Supports	All direct assistance and supports provided to Project participants. Includes transportation assistance, clothing, license and certificate costs, tuition assistance, and incentives.
Indirect	Administrative and overhead costs not directly associated with the Project.
Collective Impact Backbone Support	Costs that directly support the activities of the Collective Impact initiative guiding the work of the Project, provided to the Collective Impact Backbone organization.
Other	Other costs not described above will be identified in the Biennial Project Budget and tracked accordingly.

**EXHIBIT B, SCHEDULE 3
EXPENDITURE REPORT INSTRUCTIONS**

This workbook is to be used in reporting all expenditures of Youth Development Division funds in the delivery of Youth & Community, Youth & Innovation, Youth & Workforce and Youth & Innovation Grants. The workbook is designed to fulfill the fiscal reporting requirements for each quarter of the biennium, and will allow review of expenditures against the approved budget on an ongoing basis. Please review the following instructions for the completion of this report. **If you have any questions or encounter any problems in completing the report, please contact your grant manager.**

Please enter program information here:

Biennium

2017-2019

Sub Grant #

For YDD Use

Grant Type:

Youth and Community Tier III

Organization:

Wasco County

Project Name:

YouthThink

Grant Manager Contact Information:

Abraham Magaña / abraham.magana@state.or.us

1. This workbook contains eight total tabs: the *Biennial Budget*, *Category Definitions*, *Expenditure Report Instructions*, four representing worksheets for each respective quarter of the fiscal year, and one that provides a year to date summary of what has been reported.
3. To begin select the appropriately labeled tab (Quarter 1, Quarter 2, etc.) to open the corresponding worksheet for the desired quarterly Expenditure Report. Each quarterly Expenditure Report has the quarter labeled on the tab as well as in the header of each worksheet.
4. Grant expenditures equate with the amount that will be reimbursed. Thus, expenditures are entered in the appropriate category within the green shaded column labeled *Requested Funds*.
5. Expenditure categories are determined by the Biennial Budget and are reflected in the column entitled *Year One Budget*. Quarterly expenditures must be entered within categories that have a budgeted amount in the *Year One Budget* column.
6. Please refer to the "Category Definitions" tab in the Budget section of this workbook, if uncertain as to which category an expense should be assigned to, or consult the grant manager.
7. The *Requested Funds* column is the only column that requires entries in the quarterly Expenditure Report. The *Funds Remaining* and *Expenditures Reported to Date* will update automatically to provide row and column totals based on reported expenditures/request for funds.
8. When all quarterly grant expenditures have been entered, the Requested Funds column total must be an exact match with the corresponding quarterly claim made in the Electronic Grant Management System (EGMS). Any discrepancy will prohibit approval of the Expenditure Report and delay processing of the EGMS claim.
9. Budget modifications are possible and encouraged if doing so facilitates the effective use of grant funds in the service youth. Please consult with the grant manager as soon as a modification is anticipated.
10. All required quarterly reporting must be current and approved before an existing EGMS claim will be processed.

**EXHIBIT B, SCHEDULE 4
EXPENDITURE REPORT / REIMBURSEMENT CLAIM**

Biennium:	2017-2019		
Sub Grant #	For YDD Use		
Grant Type:	Youth and Community Tier III		
Organization:	Wasco County		
Project Name:	YouthThink		
Grant Manager Contact Information:	Abraham Magaña / abraham.magana@state.or.us		
Category	Fiscal Year Budget	Grant Expenditures	
	<input type="checkbox"/> Year One <input type="checkbox"/> Year Two	Reported to Date	Requested Funds
Direct Services			
Personnel	\$0.00	\$0.00	
Operating	\$0.00	\$0.00	
Travel & Transportation	\$0.00	\$0.00	
Supplies & Materials	\$0.00	\$0.00	
Professional Services & Fees	\$0.00	\$0.00	
Professional Development & Training	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	
Client Incentives & Supports	\$0.00	\$0.00	
Other	\$0.00	\$0.00	
Indirect Services			
CI Backbone Support	\$0.00	\$0.00	
Administrative	\$0.00	\$0.00	
Other:	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	\$0.00
<i>I certify that services, as specified in the current submitted budget, have been provided during this reporting quarter. By entering my name below, I certify that all information provided in this report is accurate.</i>			
Staff Member Certifying Report:			
Title:			
Date:			



EXHIBIT B, SCHEDULE 5
Fiscal Year End Summary
Expenditures and Requested Funds
YOUTH & YOU
 Oregon Youth Development Council

Biennium:		2017-2019			
Sub Grant #		For YDD Use			
Grant Type:		Youth and Community Tier III			
Organization:		Wasco County			
Project Name:		YouthThink			
Grant Manager Contact Information:		Abraham Magaña / abraham.magana@state.or.us			
Category	Fiscal Year Budget	Grant Expenditures To Date	% Expended	Funds Remaining	% Remaining
	<input type="checkbox"/> Year One <input type="checkbox"/> Year Two				
Direct Services					
Personnel	0.00			0.00	
Operating	0.00			0.00	
Travel & Transportation	0.00			0.00	
Supplies & Materials	0.00			0.00	
Professional Services & Fees	0.00			0.00	
Professional Development & Training	0.00			0.00	
Equipment	0.00			0.00	
Client Incentives & Supports	0.00			0.00	
Other	0.00			0.00	
Indirect Services					
CI Backbone Support	0.00			0.00	
Administrative	0.00			0.00	
Other:	0.00			0.00	
TOTAL	\$ -	\$ -		\$ -	

EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

Insurance Reserve Fund. Grantee may establish a Self-Insurance Reserve Fund for the commercial general liability and automobile coverages. In the event the Grantee establishes a Self-Insurance Reserve Fund, the insurance coverages set forth in this Exhibit C may be excess to any sub-recipient insurance. Grantee may pay any liabilities or claims that fall within the insurance policy self-insured retention directly from the Self-Insurance Reserve Fund.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.

Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

ODE CMS #

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Agreement, or, (ii) Agency or Grantee termination of Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement. Grantee shall furnish acceptable insurance certificates to the **Oregon Department of Education, Attn: Amy Fowler, 255 Capitol St NE, Salem OR 97310 / amy.fowler@state.or.us** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

ODE CMS #

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.



MOTION

SUBJECT: Youth Think IGA

I move to approve Intergovernmental Grant Agreement 11330 between the Oregon Department of Education, Youth Development Division and Wasco County.



DISCUSSION ITEM

OIB Funds Appropriation

[STAFF MEMO](#)

[LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: COLUMBIA RIVER GORGE OREGON INVESTMENT BOARD APPROPRIATION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, OREGON INVESTMENT BOARD MEMBER

DATE: 12/27/2018

BACKGROUND INFORMATION:

In 1986, the Columbia River Gorge National Scenic Area Act established a bi-state six-county region shared by the states of Oregon and Washington. One of the purposes of the Act was "To protect and support the economy of the Columbia Gorge area by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with paragraph (1)." As part of the creation of the Act, Congress then also committed \$10 million dollars in support of that economic development purpose (PL-99-663, November 17, 1986). The funds were designated to the States of Oregon and Washington in the amount of \$5 million each for the purpose of making economic development loans and grants. The Columbia River Gorge Oregon Investment Board was then created to be responsible for administration of these funds within Multnomah, Hood River, and Wasco, the counties lying in the Columbia River Gorge National Scenic Area. Of the \$5 million initially authorized to each state, only \$4,001,750 has been appropriated.

The original mechanism for the funds was from Congress to the US Forest Service (through a line item in their state and private forest account for economic development) to the State to the Investment Board. The last appropriation in 2001 coincided with the elimination of the specific line item in the USFS through which these funds flowed.

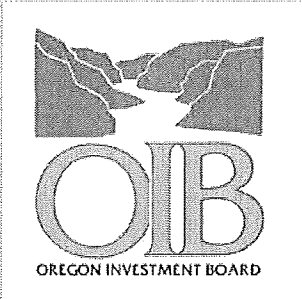
There has been a great deal of community and legislative support to identify a means to secure the remaining \$1,996,500. A major shift in the last two years has been to focus on a pathway through USDA-Rural Development as they have line items that may allow for funding to be secured. Support includes:

- Federal legislators (bi-partisan, both states).
- Oregon State Legislative support.
- USDA-Rural Development State Directors of both Washington and Oregon.
- The Dalles Community Outreach Team; the team has included this item as a priority ask during trips to DC.
- Various local government partners, businesses and others.

The Oregon Investment Board would ask that Wasco County Board of Commissioners also support appropriation of these remaining funds.

Thank you.

Columbia River Gorge Scenic Area Oregon Investment Board



Sustained Impact:

From a \$4 million allocation, the Board has approved grants and loans (utilizing revolved funds) totaling more than \$9.2 million.

Leveraging:

The Board has leveraged over \$14.7 million in private funds and more than \$13.3 million in public funds.

Employment:

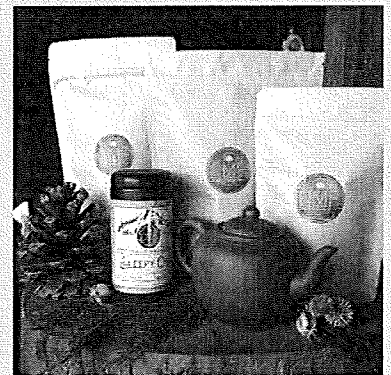
Funds are provided through grants and loans to support infrastructure, business assistance, and workforce development to support job creation and retention. The Board has provided funding to projects to directly create or retain nearly 700 jobs.

Fiscal Year 2018 Summary

Project funding awarded through the Columbia River Gorge National Scenic Area Oregon Investment Board helps to strengthen and diversify the economy of the region. Staffing is provided by the Mid-Columbia Economic Development District. Key activities in FY 2018 included:

- ✦ **Establishing the pilot loan program** which allowed the board to be responsive in providing emergency financing for businesses impacted by the Eagle Creek Fire. Businesses assisted include:
 - 15 Mile Ventures
 - Romul's West
 - Defiance Brewing Company
- ✦ **Approving a feasibility study grant** to Columbia Gorge Community College to address the workforce needs of the food and beverage sector.
- ✦ **Approving loans to support new and growing businesses** including:
 - Good Medicine, LLC for expansion of their wholesale tea
 - Terra Cotta for start-up of a retail clothing store
 - Farmer's Conservation Alliance to facilitate expansion
 - Ellson, LLC for start-up of an HVAC company
- ✦ **Providing management of the Bi-State Advisory Council.**

Loan Client Profile: Good Medicine Tea



Nikol Clark and Randy Goetz purchased a turn-of-the-century Craftsman building in Hood River, creating their dream: a combination Tea House and Wellness Center. When they were ready to move to the next chapter in their business, an influx of capital from the OIB allowed them to take the necessary steps grow its wholesale and web sales programs.

More information: www.mcedd.org/oib.htm

Contact

Mid-Columbia Economic Development District----- Phone: 541-296-2266.
515 East Second Street, The Dalles, OR 97058



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

Columbia Gorge Bi-State Advisory Council
515 East Second Street
The Dalles, OR 97058

Dear Columbia Gorge Bi-State Advisory Council,

The Wasco County Board of Commissioners strongly supports funding for the Oregon and Washington Investment Boards as authorized through the Columbia River Gorge National Scenic Area Act. The Scenic Act has two primary purposes: 1) to protect and to provide for the enhancement of the scenic, cultural, recreational, and natural resources of the Columbia River Gorge; and 2) to protect and support the economy of the Columbia River Gorge area by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with resource protection.

The Scenic Act established the Washington and Oregon Investment Boards to ensure economic development within the Scenic Area, and Congress committed \$10 million in support of that economic development purpose. However, Congress has as not yet fulfilled its original commitment of funding for economic development. Since the promised funding has not been fully realized, neither has the ability of Gorge communities to fully meet their economic expectations. The grants and loans approved by the Boards have leveraged nearly \$40 million in direct public and private investment. The programs have also supported the creation or retention of more than 1,000 jobs since passage of the Act.

This is an opportune time for Congress to fulfill its promise for economic advancement for counties and communities in the Columbia River Gorge by allocating the remaining approximately \$1.9 million in funds for economic development. The Wasco County Board of Commissioners fully supports this appropriation and a continual funding stream for the Oregon and Washington Investment Boards.

The Oregon and Washington Investment Boards have a proven, prudent, and regionally cooperative track record of utilizing the limited economic development funds received from Congress to date. Despite not being fully funded, the economic development grant and loan program has been extremely successful.

We support authorization and appropriation of additional funding to the Oregon and Washington Investment Boards to ensure continued funding in support of its foundational economic development purpose.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



DISCUSSION ITEM

Emergency Management Performance Grant

[STAFF MEMO](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)

MEMORANDUM

Wasco County Emergency Management

Date: January 8th, 2019
To: Wasco County Board of Commissioners
From: Juston Huffman, Emergency Manager
**SUBJECT: Emergency Management Performance Grant (EMPG) – 18-533
Annual Approval For EMPG**

EMPG Overview

Emergency Management is currently funded 50% with local fund (required for grant participation) and 50% with grant monies from the Emergency Management Performance Grant (EMPG) administered through the Oregon Office of Emergency Management (OEM). The Emergency Management budget is part of the Sheriff's Office Budget.

EMPG funding has been at \$48,315 for the past couple years. Funding is not stable and is reliant on how much is appropriated by Congress and how much of that amount Oregon is able to justify receiving. EMPG funding is provided to local agencies on a fiscal year basis the same as the county budget cycle. Funding comes to the state based on the federal fiscal year (October 1 – Sept 30) which causes issues when the funding amount changes.

I appreciate your consideration in approving the Emergency Management Performance Grant.

Thank you,

Juston Huffman
Wasco County Emergency Manager

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
WASCO COUNTY
\$48,351
Grant No: 18-533**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2018** and ending, unless otherwise terminated or extended, on **June 30, 2019** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$48,351** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2018 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2018 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>

b. Conditions Precedent to Disbursement. OEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

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

c. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. NIMS Compliance. By accepting FY 2018 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.

c. Subagreement indemnity; insurance. Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be

deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

WASCO COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient’s Legal Counsel

Date _____

Subrecipient Program Contact:

Juston Huffman
Emergency Manager
Wasco County
511 Washington St, Ste 102
The Dalles, OR 97058
541-506-2790
justonh@co.wasco.or.us

Subrecipient Fiscal Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington St, Ste 207
The Dalles, OR 97058
541-506-2771
mikem@co.wasco.or.us

STATE OF OREGON, acting by through its Oregon
Military Department, Office of Emergency Management

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date November 15, 2018

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

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Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2018 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2018 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

Personnel Services - Juston Huffman	\$ 83,002
General Office Supplies	\$ 8,000
Other Supplies	\$ -
Rent	\$ -
Phone	\$ 1,200
Other Utilities	\$ -
Contractual/Professional Services - Specify	\$ -
Maintenance Costs - Specify	\$ -
Travel/Vehicle Expenses/Mileage	\$ 2,200
Training/Workshops/Conferences	\$ 2,300
Cost Allocations/De Minimis	\$ -
Other - Specify	\$ -
Total	\$ 96,702

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Wasco County
 - (ii) Sub-recipient's DUNS number: 084415959
 - (iii) Federal Award Identification Number (FAIN): EMS-2018-EP-00005-S01
 - (iv) Federal Award Date: October 1, 2017
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2018 to June 30, 2019
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$48,351
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$48,351
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$48,351
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,265,835
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 11%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



MOTION

SUBJECT: Emergency Management Performance Grant Agreement

I move to approve Emergency Management Performance Grant # 18-533 for \$48,351.



DISCUSSION ITEM

MCCFL Lease Extension

[STAFF MEMO](#)

[ANNEX LEASE FOR MCCFL](#)

[LEASE EXTENSION](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Mid-Columbia Center for Living Lease Extension

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 1.8.2019

BACKGROUND INFORMATION:

Mid-Columbia Center for Living is leasing space in two of the County annex buildings while their new facility is under construction. With one lease expiring at the end of January and the second expiring at the end of June, extensions are necessary to allow time for facility completion and staff transition. A second extension will come before the Board in June.

EXHIBIT A

LEASE AGREEMENT

FILED

WASCO COUNTY

This Lease Agreement ("*Lease*") is made effective as of February 1, 2016, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon ("*Landlord*"), and Mid-Columbia Center for Living, 419 East 7th Street, The Dalles, Oregon 97058 ("*Tenant*").

FILED FEB 19 AM 11 53

LISA GAMBEE

COUNTY CLERK

1. **PREMISES:** In consideration of the Lease payments provided in this Lease, Landlord leases to Tenant approximately 5349 square feet of space (more or less). This is comprised of 5349 square feet (more or less) located in Annex C at the location commonly known as 419 East 7th Street, The Dalles, OR 97058.

2. **USE OF PREMISES:**

2.1 Permitted Use: The Premises shall be occupied by Tenant for use as a mental health office facility and for other lawful uses related thereto. Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.

2.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.
- (b) Conform to Landlord's Rules for Tenant's, a copy of which is attached hereto as Exhibit A.
- (c) Refrain from any activity that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.
- (d) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Landlord or the Premises.
- (e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.

FILED
WASCO COUNTY

2016 FEB 19 AM 11 53

LISA GAMBEE
COUNTY CLERK

- (f) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.
- (g) Conform to any Energy Conservation Plan developed by Landlord, which includes, but not limited to, Tenant's obligation to submit a plan developed by Tenant detailing steps Tenant will take to conserve energy at the Premises and Tenants procedures for enforcing the Energy Conservation Plan.

3. **ACCEPTANCE OF PREMISES:** Tenant has examined the Premises and accepts them in "as is" condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Absent a breach by the Landlord of its obligations set forth in Section 14 of this Lease Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

4. **SQUARE FOOTAGE:** Tenant's signature to this Lease indicates Tenant agrees that the Premises contain the square footage recited in Section 1. The monthly rent and any other charges provided by this Lease shall not be adjusted by reason of any claimed variation in square footage by either party.

5. **TERM:** The term of this Lease shall be from February 1, 2016 through January 31, 2019 unless sooner terminated as expressly provided in this Lease.

6. **TERMINATION:** Either party may terminate the Lease at any time upon 90 days prior written notice to the other party. Tenant may terminate all or part of this Lease with thirty (30) days' notice if funding to Tenant from other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Landlord understands that funding is dependent on state and federal sources which may fluctuate; however, Tenant must use best efforts to maintain or replace funding. Landlord may terminate all or part of this Lease with thirty (30) days' notice upon default by Tenant of any term of this agreement.

7. **EXTENSION:** If Tenant is not in default, the Landlord and Tenant shall have the option to extend this Lease for two (2) additional 2 year terms from February 1, 2019 through January 31, 2023. To extend, the parties shall execute a renewal of this Lease. Each additional term shall commence on the day following expiration of the immediately preceding term. Tenant must provide Landlord with no less than 90 days' notice of its intent to renew. Landlord shall then have 45 days to provide Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant's notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term. The terms and conditions of the Lease for each renewal term shall be identical with the original term except for Lease payments as set forth in this Lease.

8. **LEASE PAYMENTS:**

- 8.1 The rent shall be payable on the first day of each month. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designed from time-to-time by Landlord.
- 8.2 No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of rent or other charges or fees shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent or other charges or fees shall be deemed an accord and satisfaction.

Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or other charges or fees, or pursue any other remedies available to Landlord.

- 8.3 For the original term, Tenant shall pay to Landlord as base rent the sum of \$2,941.95 per month. This monthly sum is based on \$0.55 per square foot.
- 8.4 Escalation: The base rent provided in Section 8.3 shall be increased for each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics for the Portland Metropolitan Area using the U.S. City Average-All Urban Consumers.

Such percentage increase shall take effect on February 1st of each year beginning February 1, 2017. In no event shall the change exceed four percent (4%) a year.

- 8.5 Lease payments shall be made payable to Wasco County and shall be mailed to Wasco County, Facilities Operations Manager, Suite 101, 511 Washington Street, The Dalles, Oregon, 97058, which address may be changed from time to time.

9. **POSSESSION:** Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

10. **HOLDOVER / PERSONAL PROPERTY:**

10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal. Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 15 days' written notice from Landlord. Tenant waives any right to any other notice.

10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

11. **ALTERATIONS:**

11.1 Alterations Prohibited: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made at Tenant's sole expense in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

11.2 Ownership and Removal of Alterations: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

12. REMODELING OR STRUCTURAL IMPROVEMENTS:

- 12.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2. Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.
- 12.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors. Landlord's approval of all the above shall not be unreasonably withheld.
- 12.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities.
- 12.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.
- 12.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.
- Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work. Tenant agrees to provide Landlord with an as built: sepia of the Premises and the improvements at completion of Tenant's construction.
- 12.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.

12.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain utility service, permit occupancy, or operate its business within the Premises.

13. **SIGNS:** Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits. All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord's advance written permission.

14. **MAINTENANCE AND REPAIRS:**

14.1 Landlord Obligations: The following shall be the responsibility of Landlord (except where the maintenance or repair is required as a result of the negligence of Tenant or its invitees, in which case it shall be Tenant's responsibility):

- a. All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
- b. Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas which includes snow removal for sidewalks, driveways and parking areas.
- c. Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
- d. Repair and maintenance of exterior landscaping and irrigation.
- e. Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches.

In performing any repairs, replacements, alterations or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance of the requirements of this provision.

14.2 Tenant's Obligations: The following shall be the responsibility of Tenant except where the repair or damage is due to the failure of Landlord to perform its repair or maintenance or repair obligations there under:

- a. Maintenance and repair of all Tenant's own equipment and equipment installed by Tenant and of all of Tenant's fixtures.

- b. Any interior remodeling or redecorating (i.e. painting, floor coverings, etc.), subject to notice and approval of Landlord.
- c. Regular maintenance of floor coverings.
- d. All other repairs to the Premises which Landlord is not expressly required to make under this Lease.

15. **LANDLORD ACCESS:** Other than in emergency or extreme circumstances, Landlord and its agents shall, after 24 hour advance notice, have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable. Regardless of inspections, the duty of Landlord to make repairs shall not mature until a reasonable time after Tenant has provided written notice that repairs are needed. Emergency repair requests may be made by phone or other electronic method but must be followed by written notice.

16. **UTILITIES AND SERVICES:** Tenant shall be responsible for all utilities and services in connection with the Premises including, but not limited to: natural gas, electric, water, garbage, sewer, telephone service, internet services, janitorial services, and television services.

17. **INSURANCE:**

17.1 Liability Insurance: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$2,000,000 for each occurrence or such greater amount as may from time to time customarily be furnished by Tenant's under comparable leases.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under this Lease, and shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

- 17.2 Certificates of Insurance: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Lease. The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

- 17.3 Workers' Compensation Insurance:

- a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit C, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.

18. **SUBROGATION:** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it had made to the Premises. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

19. **HOLD HARMLESS AND INDEMNITY:** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.

20. **DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less than \$10,000, Landlord shall repair the Premises. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party. If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days' written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

21. **MECHANICS' LIENS:** Neither the Tenant nor anyone claiming through the Tenant, shall have the right to file mechanics' lien nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid. If Tenant fails to discharge any lien, Landlord may elect to do so after ten (10) days written notice to Tenant, and in that event, Landlord may collect back from Tenant the amount so paid plus interest at the rate of 12% per annum but in any event not more than the maximum allowed by law, as additional rent.
22. **DEFAULTS:** Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease.

Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

23. **ATTORNEY FEES:** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.
24. **NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD: Wasco County
 Facilities Operations Manager
 Employee & Administrative Services Department
 511 Washington Street
 The Dalles, OR 97058

TENANT: Mid-Columbia Center for Living
 Executive Director
 419 East 7th Street
 The Dalles, OR 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

25. **ASSIGNABILITY / SUBLETTING:** No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
26. **HAZARDOUS MATERIALS:** For purposes of this Lease, "hazardous material" means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord's written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit.

Landlord reserves the right, in its sole discretion, to request additional information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney's fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

This section is not intended to impose on the Tenant an obligation to abate asbestos or mold that was on the Premises prior to the date the Lease commences.

27. **DAMAGES:**

- 27.1 In the event of termination or default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

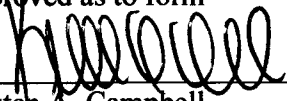
- a. The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
- b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
- c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are re-let and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

27.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

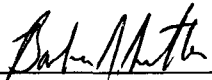
28. **OBSERVANCE OF LANDLORD'S RULES:** Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.
29. **ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
30. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.
31. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

32. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
33. **RIGHT TO SUE MORE THAN ONCE:** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
34. **RECORDATION:** This Lease shall not be recorded without the written consent of Landlord.
35. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Oregon.
36. **FORCE MAJEURE:** Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.
37. **NON-DISCRIMINATION:** No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.
38. **STATUTORY PROVISIONS:** Tenant shall promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

Approved as to form

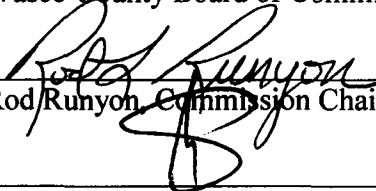
 Date: _____, 2016.
Kristen A. Campbell
County Counsel

MID-COLUMBIA CENTER FOR LIVING
Tenant

By: 
Title: Executive Director
Date: 2/17, 2016.

WASCO COUNTY, OREGON
Landlord

Wasco County Board of Commissioners


Rod Runyon, Commission Chair

Scott Hege, Commissioner


Steve Kramer, Commissioner

Date: February 17, 2016.

EXTENSION OF LEASE AGREEMENT

This Extension of Lease Agreement is entered into this 16th day of January, 2019, between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon (“Landlord”), and Mid-Columbia Center for Living, (“Tenant”).

Recitals:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated February 1, 2016 (hereinafter “Lease”), a true copy of which is attached as Exhibit “A” and incorporated herein by this reference;

WHEREAS, Landlord and Tenant wish to amend the Lease and memorialize their agreement to extend the term of the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The Recitals above are incorporated herein by this reference. Mutual consideration is acknowledged.
2. The term of the Lease is extended to December 31, 2019.
3. Except as above modified, the Lease shall remain in full force and effect as written.

This Extension of Lease may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same.

Approved this 16th Day of January, 2019

Mid-Columbia Center for Living
Tenant

Wasco County, Oregon
Landlord

By: _____

By: Wasco County Board of Commissioners

Title: _____

Steve Kramer, Commission Chair

Date: _____

Scott Hege, Vice-Chair

Approved as to form:

Kathleen B. Schwartz, County Commissioner

Kristen A. Campbell
Wasco County Counsel



MOTION

SUBJECT: MCCFL Lease Extension

I move to approve the extension for Mid-Columbia Center for Living's lease for Annex C located at 419 East 7th Street, The Dalles, Oregon.



DISCUSSION ITEM

Appointments

[SPECIAL TRANSPORTATION FUNDS APPLICATION – RITA RATHKEY](#)

[ORDER 19-001 APPOINTING RITA RATHKEY TO STF](#)

[ORDER 19-006 APPOINTING TYLER STONE TO NORCOR BUDGET COMMITTEE](#)

[STAFF MEMO - EDC](#)

[MEGAN THOMPSON EDC APPLICATION](#)

[ORDER 19-055 APPOINTING MEGAN THOMPSON TO EDC](#)

[STAFF MEMO - LPSCC](#)

[ORDER 19-035 APPOINTING LES KIPPER TO LPSCC](#)

[ORDER 19-039 APPOINTING JACK MORRIS TO LPSCC](#)

[ORDER 19-041 APPOINTING JEFF JUSTESEN TO LPSCC](#)

[ORDER 19-042 APPOINTING DAN LINDHORST TO LPSCC](#)

[ORDER 19-045 APPOINTING STEVE KRAMER TO LPSCC](#)

[ORDER 19-046 APPOINTING CANDY ARMSTRONG TO LPSCC](#)

[MOTION LANGUAGE](#)



INFORMATION AND QUALIFICATION FORM
Wasco County Special Transportation Funds Advisory Committee
&
Wasco County Statewide Transportation Improvement Advisory Committee
VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The **Special Transportation Funds Advisory Committee (STF)** 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.

The **Statewide Transportation Improvement Funds Advisory Committee (STIF)** assists the Commissioners in tasks and duties supporting local and regional transportation services funded through the State Transportation Service Providers by:

- Reviewing and advising staff on the development of the Local STIF Plan, consistent with the guidelines promulgated by State administering agencies.
- Reviewing all projects proposed for inclusion within the STIF Plan and prioritizing the approved projects, including the funding level for each project to be included within the STIF Plan
- Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with and for the purposes described within their project proposal.
- If requested, and in the manner directed by the Commissioners, reviewing and advising staff on the methodology for distribution of STIF Formula Program monies allocated to Wasco County
- Review of STIF Discretionary applications upon request.

APPLICATION

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

Name: Rita Rathkey
Address: [REDACTED]
Phone (home) [REDACTED] Phone (work) [REDACTED]
E-mail address: [REDACTED]
Signature: *Rita Rathkey*
Date: Dec 4, 2018 Number of years as a Wasco County resident: 39

Your objectives/goals? Desired contributions and accomplishments? I have worked in the field of disabilities, both as a case worker and as the Executive Director of Opportunity Connections.

The field has changed from one of just providing "a place" to actively supporting individuals in the community. I want to continue this effort in the area of transportation. Without transportation individuals cannot participate in their own community.

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

Indiana University Law School Date(s): JD 1979
Gonzaga University Law School Date(s): 1976 - 1977
University of Oregon Date(s): BS 1972
Oregon State University Date(s): 1967 - 1969

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

Opportunity Connections, Executive Director Date(s): 2005- Present
Private Consultant Date(s): 2004 - 2005
Multnomah County DHS Privacy Officer Date(s): 2001 - 2004
Greater Oregon Beh. Health - Contract Officer Date(s): 1994 - 2001

General Comments/Additional Relevant Information

If I am appointed to this advisory committee, I plan to advocate for the transportation needs of people with disabilities. More and more we at Opportunity Connections have been able to provide support to people within their own community, including employment and leisure time. Of course to really enjoy their community they must have access. At one time this meant everyone going to the same destination at the same time everyday, now it is far from routine and very dynamic.

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF RITA RATHKEY TO THE WASCO COUNTY SPECIAL TRANSPORTATION FUNDS ADVISORY COMMITTEE

ORDER #19-001

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 Funds Advisory Committee; and

IT FURTHER APPEARING TO THE BOARD: That Rita Rathkey is willing and is qualified to be appointed to the Wasco County Special Transportation Funds Advisory Committee.

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

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 TYLER STONE TO THE NORTHERN OREGON CORRECTIONAL FACILITY BUDGET COMMITTEE

ORDER #19-006

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 NORCOR Budget Committee; and

IT FURTHER APPEARING TO THE BOARD: That Tyler Stone is willing and is qualified to be appointed to the NORCOR Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tyler Stone be and is hereby appointed to the NORCOR Budget Committee; said term to expire on December 31, 2019.

DATED this 2nd day of January, 2019.

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

Memorandum

Date: December 6, 2018
To: Wasco County Board of Commissioners
From: Carrie Pipinich, EDC Coordinator
Re: Positions 4 and 8

Position 4

Position 4 is designated as a Representative of the Port of The Dalles and has been filled by Port Marketing and Communications Manager Kathy Ursprung. The EDC's recommendation is determined by recommendations from the represented entity. The Port has recommended that Kathy Ursprung continue to serve on the EDC.

Position 8

Dean McAllister has held Position 8 on the EDC for several years. Due to changes in his outside commitments, he has asked to step down at the end of December with the end of his term.

Position 8 is an at-large position with priority given to candidates from the fruit growing industry. Staff publicized the opening on the EDC website and in the MCEDD newsletter as well as conducting outreach efforts with local partners.

Staff received one interest form from Megan Thompson prior to the November 29, 2018 deadline. The EDC reviewed the interest form and recommends appointment of Megan Thompson to fill the upcoming four year term for Position 8. Her interest form is attached for your reference.

Request

Final appointments are made by the Wasco County Board of Commissioners.

- The EDC recommends reappointment of Kathy Ursprung for Position 4 to fulfill the upcoming term starting January 1, 2019 through December 31, 2023.
- The EDC recommends appointment of Megan Thompson for Position 8 to fulfill the upcoming term starting January 1, 2019 through December 31, 2023.

**WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION
INTEREST FORM**

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position for a four year period. **Please complete the entire form and return to:**

*Wasco County Economic Development Commission
c/o Mid-Columbia Economic Development District
515 East Second Street, The Dalles, OR 97058*

carrie@mcedd.org

For questions call 541-296-2266.

Position 7 or **Position 8** (please circle or highlight the position you are interested in)

PERSONAL DATA

Preferred Mailing Address: Home Business

Preferred Title Mrs. (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Megan Last Name Thompson

Home Mailing Address [REDACTED]

City The Dalles State OR Zip 97058

County Wasco

Business Name Cascade Cherry Growers

Business Address PO Box 2668

City The Dalles State OR Zip 97058

Occupation Field Rep./Horticulturist

Home Phone [REDACTED] Business Phone (541) 288-6753 ext _____

Cell Phone (optional) [REDACTED] E-mail address mthompson@sagefruit.com

INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the Wasco County Economic Development Commission. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

See attached.

I am interested in serving on the Wasco County Economic Development Commission as a liaison to the commission and the orcharding community. I have worked as a Horticulturist/Field Representative for almost 20 years in The Dalles. I am very active in the local cherry industry, working for a fresh fruit packer as well as owning orchard. I represent the local agricultural and cherry industries in multiple arenas: the Oregon Sweet Cherry Commission, Ag. Link, FSA county commission, and The Dalles Chamber of Commerce. I feel that my current activities, as well as my desire to serve with the Economic Development Commission all helps to further the local cherry industry of The Dalles.

ADDITIONAL INFORMATION

Do you have any identified conflicts of interest serving on this Commission (please identify)?

None

Completed forms may be returned to: *Wasco County Economic Development Commission, c/o MCEDD, 515 East Second Street, The Dalles, OR 97058 or carrie@mcedd.org.*
Forms are due by 5 p.m. on Thursday, November 29, 2018.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MEGAN THOMPSON TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION POSITION #8

ORDER #19-055

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

IT APPEARING TO THE BOARD: That Dean McAllister's appointment to the Wasco County Economic Development Commission expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Mr. McAllister is not seeking reappointment to his position on the Commission; and

IT FURTHER APPEARING TO THE BOARD: That Megan Thompson is willing and is qualified to be appointed to the Wasco County Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Megan Thompson be and is hereby appointed to Position #8 on the Wasco County Economic Development Commission; said term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MEMORANDUM

SUBJECT: Local Public Safety Coordinating Council Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 1.4.2019

BACKGROUND INFORMATION:

ORS 423.560 defines the composition of a Local Public Safety Coordinating Council to be as follows:

- A police chief selected by the police chiefs in the county
- The Sheriff of the county
- The district attorney of the county
- A state court judge, appointed by the presiding judge of the judicial district in which the county is located
- A public defender or defense attorney, appointed by the presiding judge of the judicial district in which the county is located
- A director of community corrections
- A county commissioner
- A juvenile department director
- A health director
- A mental health director
- A representative of a community-based nonprofit organization that provides services to victims of crime
- At least one lay-citizen
- A city councilor or mayor, selected by the cities in the county
- A city manager or other city representative, selected by the cities in the county
- A representative of the Oregon State Police as a non-voting member, selected by the Superintendent of State Police
- A representative of the Oregon Youth Authority as a non-voting member, selected by the Director of the Oregon Youth Authority

While the presiding state court judge appoints the judge and public defender positions, it has been agreed that it is a cleaner process if the Board of Commissioners also make that appointment along with the others.

A change to the terms has been made this year – statutorily required positions will be appointed to a 3-year term; lay/at-large positions will remain 1-year appointments.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF LES KIPPER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY
COORDINATING COUNCIL

ORDER #19-035

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Les Kipper is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Non-Voting Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Les Kipper be and is hereby appointed to a non-voting position on the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 JACK MORRIS TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-039

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Jack Morris is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Public Defender Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jack Morris be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 JEFF JUSTESEN TO THE WASCO COUNTY LOCAL PUBLIC SAFETY
COORDINATING COUNCIL

ORDER #19-041

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Justesen is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Justesen be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 DAN LINDHORST TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-042

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Dan Lindhorst is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Lindhorst be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 STEVE KRAMER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-045

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to the County Commissioner Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 CANDY ARMSTRONG TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-046

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Candy Armstrong is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Candy Armstrong be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: APPOINTMENTS

STF Advisory Committee: I move to approve Order 19-001 appointing Rita Rathkey to the Wasco County Special Transportation Funds Advisory Committee.

NORCOR Budget: I move to approve Order 19-006 appointing Tyler Stone to the NORCOR Budget Committee.

EDC: I move to approve Order 19-055 appointing Megan Thompson to the Wasco County Economic Development Commission.

LPSCC: I move to approve Orders 19-035, 19-039, 19-041, 19-042, 19-045 and 19-046 appointing members to the Local Public Safety Coordinating Council.



DISCUSSION ITEM

Finance Report

[NOVEMBER DIRECTOR'S REPORT](#)

[NOVEMBER FINANCIALS](#)

[NOVEMBER RECONCILIATIONS](#)

[DECEMBER DIRECTOR'S REPORT](#)

[DECEMBER FINANCIALS](#)

Wasco County Financial Report – For November 2018

This report covers through November 2018 – the fifth month of the fiscal year FY19. The statements 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 it is a good place to start. For November, the straight-line budget execution rate is 41.6% (5/12).

Discussion of Revenue

General Fund

- Property taxes are on track for FY19. November receipts total \$8,514,518 – an increase of \$364,112 over last fiscal year at this time. Budget execution is at 95.0% versus 89.4% last year at this time. December is on track to exceed \$111,159 for December putting the budget execution at 96.3% overall.
- Licenses, Fees and Permits are now below last fiscal year. This is due to no revenues being reported in the category for the month of November. In December it is back on track. It appears to be timing of the holiday causing the disruption. There are several receipts in early December – we will need to wait to see if the end of December will have the process caught up.
- Intergovernmental Revenue – Non single audit – is at 46.3% budget execution and almost \$23K behind last year at this time. As mentioned last month, this is due to the large Marijuana tax distribution early in FY18 to “catch up”. The gap is being closed as it was \$27K behind last month and is now \$23K behind.
- Investment (interest) continues to perform well. Currently it has exceeded the budget for the year by 26.8%. This is \$93K more than last year at this time.
- No transfers have occurred to the General Fund yet as there have not been any of the triggering events. Specifically, the Economic Development Funds for tax abatement have not come in yet. The abatement funds have come in in December at the expected \$1,050,000.
- The Planning Department is currently at 150.9% of the budgeted expectation. This is partially due to the Construction Excise Tax coming in at \$59,116 and not being in the budget. Additionally Land Use Permits are \$21K ahead of last fiscal year with a budget execution of 98.3% while Recording Fees are \$2,771 ahead of last year with a Recording Fee execution of 126.5%. The Planning Department is performing well above the budgeted expectations.
- None of the General Fund departments have anything out of the ordinary and all revenues appear to be on track to meet budget expectations.

Public Works

- Interest is continuing to grow. Budget execution is 56.9% and \$3K ahead of last fiscal year.
- No rent has been recorded for E 2nd Street in this fund. Last year by this time \$1,325 had been recorded. This is for the Watermeter and should have been set up as a recurring entry. This is being examined in December and will be addressed going forward.

- Motor Vehicle Funds are on target with 34.1% received. This is \$177K more than last fiscal year at this time.
- No Federal Forest receipts have been received yet which is on schedule with last fiscal year and also why Intergovernmental Revenue – Single Audit has a budget execution of 0%
- Public Works Charges for Services has a budget execution of 46.2% so is on track to meet the budget. The amount is almost \$3K more than last year at this time.
- Weed & Pest Charges for Services has a budget execution of 20.3%, which is better than last fiscal year's 15.5%. The amount is also almost \$12K more than last fiscal year.

911 Communications Fund

- Overall budget execution is 33.5% which is \$83K more than last fiscal year at this time. As the partners pay after the month, the budget execution is where it is expected.
- The fund also has a current net cash balance of \$68,879 as of the end of the month.

911 Equipment Reserve Fund

- This balance is growing, but as it is still low, interest is small. \$50 was budgeted for the fiscal year, and current receipts are \$28. So just slightly past the half-way mark. This will make the budget projection and should exceed it by a decent margin percentage-wise. The amount will not be significant on a dollar basis.

CDBG Grant Fund

- The project is moving. Current budget execution is 32.9%.

County Fair Fund

- While the primary revenue is done until the ramp up for next year, budget execution is now 65.2% - above last year's 60.3% execution or about \$3,199 more than last fiscal year.
- Lottery funds have not arrived at this time but this is expected.

Museum

- Budget Execution is 57.2% as of November compared to 53.2% last year although this is \$419 less than last year.
- The reason for the decrease is the paying pattern of the City has changed. Their contribution is sent at the end of the month so does not show until the following month. There is not a cash flow issue with the Museum so this is not a problem.

All Other Funds

- Nothing stands out in the remaining revenues. The budget executions are on track to meet the projections and are in line with last fiscal year.

Discussion of Expense

General Fund

- Overall, the General Fund budget execution is 38.0% - well under the straight-line assumption of 41.6%.
- Transfers out are lower this fiscal year due to doing the transfers to reserves on a monthly basis instead of all at one time.
- Each General Fund Department is under the straight-line assumption
 - Even if some sub-sections are over, as a whole the Departments are within the assumption.

Public Works Fund

- Overall the Public Works Fund is executing at 42.5% - slightly above the straight-line assumption. Although the distance from the straight-line assumption is less than last month.
- Public Works Personnel is executing at 39.3% so is under the 41.6% straight-line assumption. The amount is \$46K more than last fiscal year.
- Public Works Materials & Services are executing at 45.4% versus last year's 47.1% so it is on track as projected and also below last year's execution rate.
- Capital Outlay is executed to 88.6%. This is not a linear cost and is a major reason the overall execution is over the 41.6% mark.
- Weed & Pest is executing at 44.7% for Personnel and Materials & Services combined. This also contributes to pulling the execution rate up. This is an area to continue watching as the year progresses.
 - Overtime is at 184% of the budget execution resulting in \$4,195 more expense than budgeted.

County Fair Fund

- Expense is currently at 78.0% execution versus 68.2% last fiscal year. The majority of this is due to paying the insurance early in the year – instead of reimbursing near the end of the year – which is \$30K. Taking this into account, expenses are about \$15K less than last fiscal year.
- Currently, expenses exceed revenues by \$18K – when the Lottery distribution comes in, this will change. Although there are other factors to consider – other expenses coming (personnel & utilities) as well as other revenues (camping fees).

All Other Funds

- All other funds are with the budgetary straight-line assumption.

Summary

Personnel costs across all funds are at 39.7% budget execution overall. Only one fund exceeds the 41.6% straight-line assumption – the 911 Communications Fund. This fund has a budget execution of

34.1%. This is the same 0.8% difference as existed last month for this fund. This is made up by the savings on the Materials & Services section for the fund. The fund needs to be watched closely but the difference does not seem to be growing. This may become an issue after the contract labor negotiations are resolved.

Materials & Services across all funds is at 34.5% execution. All funds going above the straight-line assumption have been discussed above. All the budgets are progressing as planned.

Capital spending has reached 9.1% budget execution. The CDBG Grant fund has increased to \$2.1M – about \$400K – from last month. This is just the progress on the Center for Life building.

Transfers balance (Transfers-in = Transfers-out). Most transfers are occurring on an even monthly basis except for the Museum and Fair which are fully completed. Additionally other transfers are waiting for triggering events – Special Economic Development Fund, Facility Capital Reserve and Forest Health Program Funds.

Reserve Funds have not spent any amounts so continue to grow fund balance as amounts are transferred in and interest accumulates.

In the investing schedule, the overall budget execution is 86.2%. This amount is \$142K more than last fiscal year. Overall, the Mark-to-Market entry has still just under \$6K. At the current rate of increase, interest from investing and LGIP should reach around \$500K by the end of the fiscal year.

Reconciliations

The reconciliations for October 2018 were presented at the 12/5/18 BOCC meeting. The County Treasurer was able to review the reconciliations on 11/29/18.

The November reconciliations are scheduled for review on 12/31/18. They will be presented to the BOCC at the next January meeting on 1/16/19.



Wasco County Monthly Report General Fund Revenue - November 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	8,415,342	8,056,384	97.3%	93.9%	4.5%	358,957.58
PRIOR YEARS TAXES	280,000	99,176	94,022	35.4%	18.4%	5.5%	5,153.33
PILT	30,000	-	-	0.0%	0.0%	#DIV/0!	-
PROPERTY TAXES-R Total	8,958,636	8,514,518	8,150,407	95.0%	89.4%	4.5%	364,110.91
LICENSES FEES & PERMITS-R	1,121,435	336,596	381,906	30.0%	38.8%	-11.9%	(45,309.88)
INTERGOV'T REV - NON SINGLE AUDIT-R	592,774	274,364	296,930	46.3%	57.5%	-7.6%	(22,566.17)
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	90,200	114,356	21,006	126.8%	52.3%	444.4%	93,350.45
RENTS-R	11,800	3,667	3,667	31.1%	36.2%	0.0%	-
MISCELLANEOUS-R	147,801	114,568	101,285	77.5%	71.6%	13.1%	13,283.02
TRANSFERS IN-R	680,000	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)
GENERAL FUND RESOURCES-R Total	11,605,846	9,358,069	8,959,501	80.6%	78.0%	4.4%	398,568.33
NON-DEPARTMENTAL RESOURCES-R Total	11,605,846	9,358,069	8,959,501	80.6%	78.0%	4.4%	398,568.33
ASSESSMENT & TAXATION-R	19,450	19,414	19,485	99.8%	93.7%	-0.4%	(71.16)
COUNTY CLERK-R							
COUNTY CLERK-R	163,500	62,749	69,432	38.4%	55.2%	-9.6%	(6,682.50)
ELECTIONS-R	15,800	2,653	284	16.8%	3.4%	833.0%	2,368.25
COUNTY CLERK-R Total	179,300	65,402	69,716	36.5%	51.9%	-6.2%	(4,314.25)
SHERIFF-R	392,979	166,298	158,143	42.3%	45.5%	5.2%	8,154.47
ADMINISTRATIVE SERVICES-R							



Wasco County Monthly Report General Fund Revenue - November 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	58,444	65,414	54.5%	61.0%	-10.7%	(6,969.50)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,250	1,147	5,195	91.7%	142.3%	-77.9%	(4,047.95)
FACILITIES-R	287,095	111,724	90,367	38.9%	37.1%	23.6%	21,357.40
ADMINISTRATIVE SERVICES-R Total	395,595	171,315	160,975	43.3%	45.4%	6.4%	10,339.95
ADMINISTRATION-R	469,101	81,334	107,404	17.3%	38.4%	-24.3%	(26,069.64)
DISTRICT ATTORNEY-R							
DISTRICT ATTORNEY-R	221,484	37,340	54,560	16.9%	23.7%	-31.6%	(17,220.24)
DISTRICT ATTORNEY-R Total	221,484	37,340	54,560	16.9%	23.7%	-31.6%	(17,220.24)
PLANNING-R							
PLANNING & DEVELOPMENT-R	161,980	244,445	83,327	150.9%	43.3%	193.4%	161,118.73
PLANNING-R Total	161,980	244,445	83,327	150.9%	43.3%	193.4%	161,118.73
PUBLIC WORKS-R							
SURVEYOR-R	14,200	8,130	6,630	57.3%	54.3%	22.6%	1,500.00
WATERMASTER-R	1,865	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-R Total	16,065	8,130	6,630	50.6%	47.1%	22.6%	1,500.00
PREVENTION DIVISION-R	45,175	27,928	19,149	61.8%	45.3%	45.8%	8,778.33
GENERAL FUND Total	13,506,975	10,179,674	9,638,890	75.4%	73.6%	5.6%	540,784.52
Revenue Total	13,506,975	10,179,674	9,638,890	75.4%	73.6%	5.6%	540,784.52



Wasco County Monthly Report General Fund - Expenditures - November 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	
Expense								
GENERAL FUND								
ASSESSMENT & TAXATION-E	791,428	314,882	313,608	39.8%	41.0%	0.4%	1,274.20	
COUNTY CLERK-E								
COUNTY CLERK-E	236,970	96,244	92,516	40.6%	42.2%	4.0%	3,727.92	
ELECTIONS-E	101,438	35,969	23,531	35.5%	22.8%	52.9%	12,437.89	
COUNTY CLERK-E Total	338,408	132,212	116,046	39.1%	36.0%	13.9%	16,165.81	
SHERIFF-E								
EMERGENCY MANAGEMENT-E	96,702	37,873	37,804	39.2%	27.6%	0.2%	69.42	
MARINE PATROL-E	56,154	43,036	24,884	76.6%	43.9%	72.9%	18,151.54	
LAW ENFORCEMENT-E	2,161,418	842,250	870,989	39.0%	39.8%	-3.3%	(28,739.03)	
SHERIFF-E Total	2,314,274	923,159	933,677	39.9%	39.2%	-1.1%	(10,518.07)	
ADMINISTRATIVE SERVICES-E								
INFORMATION TECHNOLOGY-E	1,044,918	517,928	378,812	49.6%	37.9%	36.7%	139,116.37	
COUNTY COMMISSION-E	215,719	90,361	85,556	41.9%	41.3%	5.6%	4,804.87	
EMPLOYEE & ADMINISTRATIVE SERVICES-E	950,953	369,428	329,400	38.8%	36.9%	12.2%	40,027.18	
FACILITIES-E	1,639,338	252,334	269,340	15.4%	29.5%	-6.3%	(17,005.98)	
ADMINISTRATIVE SERVICES-E Total	3,850,928	1,230,050	1,063,107	31.9%	35.3%	15.7%	166,942.44	
ADMINISTRATION-E								
ADMINISTRATION-E	645,665	260,417	260,079	40.3%	36.3%	0.1%	337.16	
PASS-THROUGH GRANTS-E	321,885	67,560	60,435	21.0%	35.2%	11.8%	7,125.10	
NORCOR-E	1,352,590	580,671	606,017	42.9%	41.2%	-4.2%	(25,346.05)	
VETERANS-E	142,599	59,292	62,512	41.6%	41.1%	-5.2%	(3,220.51)	
SPECIAL PAYMENTS-E	477,746	189,432	162,704	39.7%	37.5%	16.4%	26,728.03	
ADMINISTRATION-E Total	2,940,485	1,157,372	1,151,748	39.4%	39.1%	0.5%	5,623.73	
DISTRICT ATTORNEY-E	680,795	247,906	235,322	36.4%	33.6%	5.3%	12,583.53	
PLANNING-E	810,905	315,329	269,763	38.9%	35.9%	16.9%	45,566.14	
PUBLIC WORKS-E	47,805	17,507	18,110	36.6%	36.0%	-3.3%	(603.51)	
PREVENTION DIVISION-E	635,977	251,326	252,757	39.5%	40.9%	-0.6%	(1,430.77)	



Wasco County Monthly Report General Fund - Expenditures - November 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	
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	248,918	103,716	76,661	41.7%	41.7%	35.3%	27,054.60
TRANSFER TO CAP ACQUISITION FUND	850,000	354,167	700,000	41.7%	100.0%	-49.4%	(345,833.35)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	850,000	354,167	700,000	41.7%	100.0%	-49.4%	(345,833.35)
TRANSFER TO OPERATING RESERVE	850,000	354,167	700,000	41.7%	75.3%	-49.4%	(345,833.35)
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	2,845,418	1,212,716	2,223,161	42.6%	86.8%	-45.5%	(1,010,445.45)
GENERAL FUND EXPENDITURES-E Total	2,845,418	1,212,716	2,223,161	42.6%	86.8%	-45.5%	(1,010,445.45)
NON-DEPARTMENTAL EXPENDITURES-E Total	2,845,418	1,212,716	2,223,161	42.6%	86.8%	-45.5%	(1,010,445.45)
GENERAL FUND Total	15,256,423	5,802,459	6,577,301	38.0%	46.6%	-11.8%	(774,841.95)
Expense Total	15,256,423	5,802,459	6,577,301	38.0%	46.6%	-11.8%	(774,841.95)



Wasco County Monthly Report Public Works - Revenue Expense - November 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	15,937	12,947	56.9%	37.0%	23.1%	2,989.75	
TRANSFERS IN-R	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)	
INTERNAL SERVICES-R	3,180	-	1,325	0.0%	41.7%	-100.0%	(1,325.00)	
PUBLIC WORKS RESOURCES-R Total	31,180	15,937	208,930	51.1%	80.8%	-92.4%	(192,992.80)	
NON-DEPARTMENTAL RESOURCES-R Total	31,180	15,937	208,930	51.1%	80.8%	-92.4%	(192,992.80)	
PUBLIC WORKS-R								
PUBLIC WORKS-R								
LICENSES FEES & PERMITS-R	12,000	4,715	4,210	39.3%	49.5%	12.0%	505.75	
INTERGOV'T REV - NON SINGLE AUDIT-R								
MOTOR VEHICLE FUNDS	2,449,182	834,241	658,560	34.1%	33.3%	26.7%	175,681.38	
STATE GRANT/REIMBURSEMENT	75,000	-	-	0.0%	0.0%	#DIV/0!	-	
STP FUND EXCHANGE	276,389	-	-	0.0%	0.0%	#DIV/0!	-	
STATE PERMITS	-	838	-	#DIV/0!	#DIV/0!	#DIV/0!	838.00	
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,800,571	835,079	658,560	29.8%	28.7%	26.8%	176,519.38	
INTERGOV'T REV - SINGLE AUDIT-R	553,633	175	174	0.0%	0.1%	0.3%	0.61	
MISCELLANEOUS-R	1,000	7,008	11,634	700.8%	1163.4%	-39.8%	(4,626.80)	
SALE OF FIXED ASSETS-R	10,000	5,000	401	50.0%	4.0%	1146.1%	4,598.75	
CHARGES FOR SERVICES-R	210,000	97,082	94,365	46.2%	59.0%	2.9%	2,716.99	
PUBLIC WORKS-R Total	3,587,204	949,059	769,344	26.5%	29.7%	23.4%	179,714.68	
WEED & PEST-R								
CHARGES FOR SERVICES-R	225,000	45,779	34,000	20.3%	15.5%	34.6%	11,778.99	



Wasco County Monthly Report Public Works - Revenue Expense - November 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	45,779	34,000	20.3%	15.5%	34.6%	11,778.99
PUBLIC WORKS-R Total	3,812,204	994,838	803,344	26.1%	28.6%	23.8%	191,493.67
PUBLIC WORKS FUND Total	3,843,384	1,010,775	1,012,274	26.3%	32.9%	-0.1%	(1,499.13)
Revenue Total	3,843,384	1,010,775	1,012,274	26.3%	32.9%	-0.1%	(1,499.13)
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,819,046	714,576	668,666	39.3%	35.7%	6.9%	45,910.62
MATERIALS & SERVICES-E	1,369,985	622,479	587,191	45.4%	47.1%	6.0%	35,287.17
CAPITAL OUTLAY-E	30,000	26,588	-	88.6%	0.0%	#DIV/0!	26,588.00
PUBLIC WORKS-E Total	3,219,031	1,363,643	1,255,857	42.4%	37.4%	8.6%	107,785.79
WEED & PEST-E							
PERSONAL SERVICES-E	101,551	50,939	47,913	50.2%	48.8%	6.3%	3,025.62
MATERIALS & SERVICES-E	145,600	59,474	23,750	40.8%	15.0%	150.4%	35,724.46
CAPITAL OUTLAY-E	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
WEED & PEST-E Total	247,151	110,413	71,663	44.7%	25.4%	54.1%	38,750.08
PUBLIC WORKS-E Total	3,466,182	1,474,056	1,327,520	42.5%	36.5%	11.0%	146,535.87
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	1,474,056	3,327,520	42.5%	59.0%	-55.7%	(1,853,464.13)
Expense Total	3,466,183	1,474,056	3,327,520	42.5%	59.0%	-55.7%	(1,853,464.13)



Wasco County Monthly Report

All Funds Revenue Expense Summary - November 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	399,274	316,019	33.5%	30.3%	26.3%	83,254.91	
911 EQUIPMENT RESERVE	30,050	12,528	866	41.7%	57.7%	1346.7%	11,661.90	
CDBG GRANT FUND	5,233,605	1,720,811	3,402	32.9%	0.1%	50486.3%	1,717,409.23	
CLERK RECORDS FUND	9,700	3,777	4,355	38.9%	58.3%	-13.3%	(578.04)	
COMMUNITY CORRECTIONS FUND	1,961,772	670,659	51,129	34.2%	3.2%	1211.7%	619,529.98	
COUNTY FAIR FUND	191,932	125,136	121,937	65.2%	60.3%	2.6%	3,199.11	
COUNTY SCHOOL FUND	417,765	77,704	69,562	18.6%	24.2%	11.7%	8,141.92	
COURT FACILITIES SECURITY FUND	28,000	11,614	6,732	41.5%	24.4%	72.5%	4,881.99	
DISTRICT ATTORNEY	4,130	2,404	1,582	58.2%	38.6%	52.0%	821.85	
FACILITY CAPITAL RESERVE	880,000	375,076	711,256	42.6%	99.6%	-47.3%	(336,180.17)	
FOREST HEALTH PROGRAM FUND	2,700	1,654	985	61.3%	259.1%	68.0%	669.53	
GENERAL FUND	13,506,975	10,179,674	9,638,890	75.4%	73.6%	5.6%	540,784.52	
GENERAL OPERATING RESERVE	923,333	376,322	712,130	40.8%	75.4%	-47.2%	(335,807.99)	
HOUSEHOLD HAZARDOUS WASTE FUND	422,800	159,523	143,376	37.7%	43.8%	11.3%	16,146.39	
KRAMER FIELD FUND	300	197	119	65.6%	72.3%	65.0%	77.52	
LAND CORNER PRESERVATION FUND	34,600	12,709	14,738	36.7%	42.7%	-13.8%	(2,029.33)	
LAW LIBRARY FUND	31,400	24,798	24,525	79.0%	79.9%	1.1%	273.08	
MUSEUM	85,500	48,877	49,297	57.2%	53.2%	-0.9%	(419.26)	
PARKS FUND	88,000	46,238	41,304	52.5%	50.0%	11.9%	4,933.91	
PUBLIC WORKS FUND	3,843,384	1,010,775	1,012,274	26.3%	32.9%	-0.1%	(1,499.13)	
ROAD RESERVE FUND	42,001	26,605	2,015,158	63.3%	99.9%	-98.7%	(1,988,553.50)	
SPECIAL ECON DEV PAYMENTS FUND	1,252,800	105,812	1,106,620	8.4%	89.1%	-90.4%	(1,000,808.00)	
YOUTH THINK FUND	154,400	17,537	19,781	11.4%	12.3%	-11.3%	(2,243.15)	
CAPITAL ACQUISITIONS FUND	879,000	373,532	710,927	42.5%	99.4%	-47.5%	(337,395.25)	



Wasco County Monthly Report

All Funds Revenue Expense Summary - November 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	
Revenue Total	31,217,648	15,783,236	16,776,964	50.6%	54.2%	-5.9%	(993,727.98)
Expense							
911 COMMUNICATIONS FUND	1,164,917	465,649	417,473	40.0%	39.6%	11.5%	48,176.59
911 EQUIPMENT RESERVE	30,051	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,307,027	2,064,911	22,504	38.9%	0.4%	9075.6%	2,042,406.66
CLERK RECORDS FUND	10,217	-	755	0.0%	4.1%	-100.0%	(754.58)
COMMUNITY CORRECTIONS FUND	2,442,047	934,854	672,398	38.3%	37.1%	39.0%	262,455.42
COUNTY FAIR FUND	183,688	143,322	127,699	78.0%	68.2%	12.2%	15,622.94
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	376	2,182	0.9%	5.1%	-82.8%	(1,806.25)
DISTRICT ATTORNEY	16,141	1,551	4,741	9.6%	27.2%	-67.3%	(3,189.58)
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	5,802,459	6,577,301	38.0%	46.6%	-11.8%	(774,841.95)
GENERAL OPERATING RESERVE	4,420,248	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	488,314	104,377	93,012	21.4%	26.1%	12.2%	11,364.61
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	22,181	8,063	11,524	36.4%	49.2%	-30.0%	(3,460.78)
LAW LIBRARY FUND	46,364	8,890	8,539	19.2%	18.2%	4.1%	351.47
MUSEUM	114,904	48,148	25,905	41.9%	24.4%	85.9%	22,243.20
PARKS FUND	117,525	31,945	25,011	27.2%	33.5%	27.7%	6,934.02
PUBLIC WORKS FUND	3,466,183	1,474,056	3,327,520	42.5%	59.0%	-55.7%	(1,853,464.13)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,570,169	24,250	21,141	1.5%	1.6%	14.7%	3,108.55
YOUTH THINK FUND	168,089	50,568	50,326	30.1%	30.8%	0.5%	242.14
CAPITAL ACQUISITIONS FUND	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
Expense Total	48,604,143	11,163,420	11,661,870	23.0%	24.9%	-4.3%	(498,449.67)



Wasco County Monthly Report Personnel - All Funds - November 2018

Filters	
Fd	(Multiple Items)
Cat	51000

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	279,160	280,290	39.5%	41.6%	-0.4%	(1,130.12)
COUNTY CLERK-E	289,743	114,218	111,183	39.4%	41.8%	2.7%	3,034.91
SHERIFF-E	2,075,933	821,534	842,643	39.6%	40.6%	-2.5%	(21,109.35)
ADMINISTRATIVE SERVICES-E	1,854,057	756,810	695,700	40.8%	41.1%	8.8%	61,110.25
ADMINISTRATION-E	124,521	51,845	64,125	41.6%	47.0%	-19.2%	(12,280.28)
DISTRICT ATTORNEY-E	563,767	228,027	213,496	40.4%	35.3%	6.8%	14,530.93
PLANNING-E	758,854	285,595	259,540	37.6%	38.1%	10.0%	26,055.59
PUBLIC WORKS-E	36,575	14,719	15,476	40.2%	40.4%	-4.9%	(757.91)
PREVENTION DIVISION-E	602,885	242,909	238,903	40.3%	41.2%	1.7%	4,006.57
GENERAL FUND Total	7,012,784	2,794,816	2,721,356	39.9%	40.3%	2.7%	73,460.59
PUBLIC WORKS FUND	1,920,597	765,515	716,579	39.9%	36.3%	6.8%	48,936.24
911 COMMUNICATIONS FUND	865,287	366,712	346,682	42.4%	40.5%	5.8%	20,030.15
COMMUNITY CORRECTIONS FUND	792,121	301,448	289,627	38.1%	39.8%	4.1%	11,821.06
COUNTY FAIR FUND	15,097	6,809	8,608	45.1%	40.3%	-20.9%	(1,799.16)
HOUSEHOLD HAZARDOUS WASTE FUND	152,189	38,195	41,390	25.1%	44.9%	-7.7%	(3,194.95)
LAND CORNER PRESERVATION FUND	16,581	6,721	9,024	40.5%	50.4%	-25.5%	(2,302.43)
MUSEUM	39,254	14,494	14,834	36.9%	43.1%	-2.3%	(340.26)
PARKS FUND	35,230	14,173	10,605	40.2%	40.6%	33.6%	3,567.50
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	83,046	34,349	32,485	41.4%	41.3%	5.7%	1,864.11
Expense Total	10,932,186	4,343,232	4,191,189	39.7%	39.6%	3.6%	152,042.85



Wasco County Monthly Report Materials and Services All Funds - November 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	35,723	33,319	42.0%	36.7%	7.2%	2,404.32
COUNTY CLERK-E	48,664	17,995	4,864	37.0%	8.7%	270.0%	13,130.90
SHERIFF-E	238,341	101,625	91,034	42.6%	35.3%	11.6%	10,591.28
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	410,293	194,991	192,709	47.5%	46.7%	1.2%	2,282.64
EMPLOYEE & ADMINISTRATIVE SERVICES-E	110,518	30,285	19,489	27.4%	14.7%	55.4%	10,795.47
FACILITIES-E							
ADMINISTRATION-E	2,695,964	1,105,498	1,053,945	41.0%	39.7%	4.9%	51,552.51
DISTRICT ATTORNEY-E	117,028	19,879	21,826	17.0%	22.8%	-8.9%	(1,947.40)
PLANNING-E	52,051	29,734	10,223	57.1%	14.4%	190.9%	19,510.55
PUBLIC WORKS-E	11,230	2,788	2,634	24.8%	22.1%	5.9%	154.40
PREVENTION DIVISION-E	33,092	8,417	13,854	25.4%	36.2%	-39.2%	(5,437.34)
GENERAL FUND Total	4,142,500	1,674,448	1,576,557	40.4%	37.7%	6.2%	97,891.19
PUBLIC WORKS FUND	1,515,585	681,953	610,941	45.0%	43.4%	11.6%	71,011.63
911 COMMUNICATIONS FUND	226,297	86,437	70,791	38.2%	35.8%	22.1%	15,646.44
CLERK RECORDS FUND	10,217	-	717	0.0%	5.3%	-100.0%	(716.76)
COMMUNITY CORRECTIONS FUND	1,649,926	633,406	382,772	38.4%	38.3%	65.5%	250,634.36
COUNTY FAIR FUND							
ADMINISTRATION-E	168,590	136,513	119,091	81.0%	71.8%	14.6%	17,422.10
COUNTY FAIR FUND Total	168,590	136,513	119,091	81.0%	71.8%	14.6%	17,422.10
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	376	2,182	0.9%	5.1%	-82.8%	(1,806.25)
DISTRICT ATTORNEY	16,141	1,551	2,941	9.6%	18.9%	-47.2%	(1,389.58)



Wasco County Monthly Report Materials and Services All Funds - November 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	
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	299,125	66,182	51,623	22.1%	20.4%	28.2%	14,559.56
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	5,500	1,342	-	24.4%	0.0%	#DIV/0!	1,341.65
LAW LIBRARY FUND	46,364	8,890	8,539	19.2%	18.2%	4.1%	351.47
MUSEUM	69,150	33,654	11,071	48.7%	15.4%	204.0%	22,583.46
PARKS FUND	62,295	17,773	14,406	28.5%	29.7%	23.4%	3,366.52
SPECIAL ECON DEV PAYMENTS FUND	975,169	19,250	16,141	2.0%	2.3%	19.3%	3,108.55
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	85,043	16,219	17,841	19.1%	21.0%	-9.1%	(1,621.97)
Expense Total	9,791,868	3,377,995	2,885,612	34.5%	33.6%	17.1%	492,382.37



Wasco County Monthly Report Capital All Funds - November 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	120,479	56,228	9.6%	9.2%	114.3%	64,251.72
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	-	-	38	#DIV/0!	0.8%	-100.0%	(37.82)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
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	2,064,911	22,504	38.9%	0.4%	9075.6%	2,042,406.66
Expense Total	24,280,263	2,211,978	352,608	9.1%	1.6%	527.3%	1,859,370.56

Wasco County Monthly Report Transfers All Funds - November 2018

Filters							
Fd	(Multiple Items)						
Cat	(Multiple Items)						
Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	103,715.85	76,661	41.7%	31.2%	35.3%	27,054.60
911 EQUIPMENT RESERVE	30,000.00	12,500.00	-	41.7%	#DIV/0!	#DIV/0!	12,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	850,000.00	354,166.65	700,000	41.7%	100.0%	-49.4%	(345,833.35)
GENERAL FUND	680,000.00	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)
GENERAL OPERATING RESERVE	893,333.00	354,166.65	700,000	39.6%	75.3%	-49.4%	(345,833.35)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	354,166.65	700,000	41.7%	100.0%	-49.4%	(345,833.35)
Transfer In Total	3,603,752.00	1,230,215.80	4,427,119	34.1%	80.3%	-72.2%	(3,196,903.00)
Transfer Out							
911 COMMUNICATIONS FUND	77,259.00	12,500.00	-	16.2%	#DIV/0!	#DIV/0!	12,500.00
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	1,212,715.80	2,223,161	42.6%	86.8%	-45.5%	(1,010,445.45)
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	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
Transfer Out Total	3,607,678.00	1,230,215.80	4,427,119	34.1%	80.3%	-72.2%	(3,196,903.00)



Wasco County Monthly Report Reserve Funds - November 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	375,076	711,256	42.6%	99.6%	-47.3%	(336,180.17)
GENERAL OPERATING RESERVE	923,333	376,322	712,130	40.8%	75.4%	-47.2%	(335,807.99)
ROAD RESERVE FUND	42,001	26,605	2,015,158	63.3%	99.9%	-98.7%	(1,988,553.50)
CAPITAL ACQUISITIONS FUND							
NON-DEPARTMENTAL RESOURCES-R	879,000	373,532	710,927	42.5%	99.4%	-47.5%	(337,395.25)
CAPITAL ACQUISITIONS FUND Total	879,000	373,532	710,927	42.5%	99.4%	-47.5%	(337,395.25)
Revenue Total	2,724,334	1,151,535	4,149,471	42.3%	94.5%	-72.2%	(2,997,936.91)
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							
ADMINISTRATION-E							
CAPITAL ACQUISITIONS-E							
CAPITAL OUTLAY-E							
EQUIPMENT - CAPITAL	2,000,000	-	-	0.0%	0.0%	#DIV/0!	-
BLDG IMPROVEMENT	2,011,036	-	273,838	0.0%	#DIV/0!	-100.0%	(273,838.00)
CAPITAL OUTLAY-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
CAPITAL ACQUISITIONS-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
ADMINISTRATION-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
CAPITAL ACQUISITIONS FUND Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
Expense Total	17,604,937	-	273,838	0.0%	1.7%	-100.0%	(273,838.00)



Wasco County Monthly Report Investment/Interest All Funds - November 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							
INTEREST EARNED							
911 COMMUNICATIONS FUND	155	141	273	91.1%	176.0%	-48.2%	(131.62)
911 EQUIPMENT RESERVE	50	28	866	55.8%	57.7%	-96.8%	(838.10)
CDBG GRANT FUND	200	455	314	227.3%	156.9%	44.9%	140.96
CLERK RECORDS FUND	300	209	129	69.8%	73.6%	62.7%	80.70
COMMUNITY CORRECTIONS FUND	10,000	7,067	4,141	70.7%	103.5%	70.7%	2,926.37
COUNTY FAIR FUND	864	436	345	50.4%	73.3%	26.4%	91.05
COUNTY SCHOOL FUND	200	237	86	118.5%	42.9%	176.2%	151.20
COURT FACILITIES SECURITY FUND	1,000	906	460	90.6%	115.1%	96.7%	445.25
DISTRICT ATTORNEY	130	83	56	63.8%	55.7%	49.0%	27.29
FACILITY CAPITAL RESERVE	30,000	21,620	11,256	72.1%	80.4%	92.1%	10,363.85
FOREST HEALTH PROGRAM FUND	2,700	1,700	985	63.0%	259.1%	72.7%	715.59
GENERAL FUND	90,000	114,171	20,990	126.9%	52.5%	443.9%	93,180.94
GENERAL OPERATING RESERVE	30,000	22,912	12,130	76.4%	86.6%	88.9%	10,781.93
HOUSEHOLD HAZARDOUS WASTE FUND	2,500	2,078	932	83.1%	62.1%	123.1%	1,146.35
KRAMER FIELD FUND	300	203	119	67.5%	72.3%	69.8%	83.26
LAND CORNER PRESERVATION FUND	600	400	210	66.7%	42.0%	90.6%	190.15
LAW LIBRARY FUND	1,400	835	533	59.6%	76.1%	56.6%	301.77
MUSEUM	2,000	1,423	898	71.2%	74.9%	58.4%	524.82
PARKS FUND	2,000	1,498	815	74.9%	141.7%	83.8%	682.81
PUBLIC WORKS FUND	28,000	18,138	12,947	64.8%	37.0%	40.1%	5,190.50
ROAD RESERVE FUND	42,000	27,427	15,158	65.3%	89.2%	80.9%	12,268.74
SPECIAL ECON DEV PAYMENTS FUND	2,800	2,062	1,793	73.6%	81.5%	15.0%	268.42
WEED & PEST CONTROL FUND	-	-	1	#DIV/0!	#DIV/0!	-100.0%	(1.40)



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

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current		Year to Year % Change	Current Year - Prior Year
				Year Budget Executed	Prior Year Budget Executed		
YOUTH THINK FUND	900	508	343	56.5%	#DIV/0!	48.3%	165.62
CAPITAL ACQUISITIONS FUND	29,000	20,041	10,927	69.1%	72.8%	83.4%	9,114.20
INTEREST EARNED Total	277,099	244,577	96,706	88.3%	64.7%	152.9%	147,870.65
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	145	16	72.3%	7.8%	832.8%	129.17
MARK-TO-MARKET	-	(5,772)	-	#DIV/0!	#DIV/0!	#DIV/0!	(5,772.37)
Revenue Total	277,299	238,949	96,722	86.2%	64.6%	147.0%	142,227.45

Reconciliation checklist

Reconciliation	Month											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Main Checking	X	X	X	X	X							
Unseg	X	X	X	X	X							
Charter Appeal	X	X	X	X	X							
LGIP - County	X	X	X	X	X							
LGIP - Building Codes	X	X	X	X	X							
AP GL to Subledger	X	X	X	X	X							
AR GL to Subledger	X	X	X	X	X							
Tax Receivable Eden to Ascend	X	X	X	X	X							
Tax Receipts Eden to Ascend	X	X	X	X	X							
Transfers in - Transfers out	X	X	X	X	X							
PERS Recap Payroll Register to PERS invoice	X	X	X	X	X							
Investing	X	X	X	X	X							

Qlife

Checking	X	X	X	X	X							
LGIP	X	X	X	X	X							
AP GL to Subledger	X	X	X	X	X							
AR GL to Subledger	X	X	X	X	X							

Reconciliation Report 12/31/2018

Bank Reconciliation – All Accounts November 2018

- All Bank accounts reconciled for November 2018
- One page
- No variances

Accounts Payable GL to Subledger – November 2018

- No variances
- One page
- Includes Qlife AP reconciliation for simplification of the process

Accounts Receivable GL to Subledger – November 2018

- No variances
- No balances in unassigned receipts (GL# 25101)
- No balances in 60-Day receipts (GL#13301)
- Includes Qlife AR reconciliation for simplification of the process
- One page

Ascend to Eden Property Tax Receivable – November 2018

- No variances
- The CATF still shows as “Property Tax Interest Receivable” but is not. This is not imported to Eden this way. Assessing is working with the software company to fix the labeling
- Two pages

Ascend to Eden Property Tax Revenue – November 2018

- No variances
- Page 10-12 reconcile November 2018 only
- Page 37-39 reconcile July – November 2018 (YTD)
- Six pages

Transfers In – Transfers Out Eden – November 2018

- No variances – Transfers in = Transfers out
- Part of monthly financial reporting
- One page

PERS Recap Payroll Register to PERS invoice – November 2018

- Reconciles; only \$0.36 YTD rounding
- No adjustments to monthly invoice
- PERS units are 2 employees totaling \$18.96 for the month
- One page

Investing – November 2018

- Review with Investment Committee for progress and compliance
- Reconciled balance
- In compliance with Investment Policy
- Three pages – legal size paper

Qlife banking - All accounts

- Bank of West – Checking balances – no variances
- LGIP Balances – no variances
- One page

Reviewed _____ Date _____

Reviewed _____ Date _____

**Bank Reconciliation
November 2018**

	Bank							Eden					
	LGIP	LGIP - Business Codes	Unseg	Charter Appeal	Main	Total		LGIP - 11401	LGIP - Business Codes 11404	Unseg - 11302	Charter Appeal - 786-11304	Main - 11101	Total
Beginning Balance per Bank	15,228,541.28	3,942,364.43	1,862,331.67	139,105.53	1,300,997.89	22,473,340.90	Beginning Balance per Eden	15,228,541.28	3,942,364.43	1,859,981.02	139,105.53	1,237,278.46	22,407,270.72
Deposits	25,704,356.53	-	19,242,803.17	132,800.00	529,458.07	45,609,417.77	Debits	28,226,985.13	8,100.75	33,803,942.57	132,803.85	29,883,521.28	92,055,354.58
Other Deposits	-	-	14,287,902.20	-	26,384,662.77	40,672,564.97							
Interest	36,096.08	8,100.75	548.64	3.85	-	44,749.32							
Withdrawals	(17,835,512.67)	-	(26,680,642.31)	-	(26,099,039.43)	(70,615,194.41)	Credits	(20,322,046.19)	-	(28,987,942.53)	-	(30,450,955.90)	(79,760,944.62)
Fees													
Summary Post (Cleared Checks)			(1,918,761.90)		(933,531.38)	(2,852,293.28)							
Other Checks (not in Summary)													
Ending Balance per Bank	23,133,481.22	3,950,465.18	6,794,181.47	271,909.38	1,182,548.02	35,332,585.27	Ending Balance per Cash by Fund	23,133,481.22	3,950,465.18	6,675,981.06	271,909.38	669,843.84	34,701,680.68
Outstanding Withdrawals													
Outstanding Checks			(118,200.41)		(503,942.19)	(622,142.60)							
Outstanding Payroll Checks					(8,761.99)	(8,761.99)							
Credit Card Deposits in Transit													
Other													
Adjusted Balance	23,133,481.22	3,950,465.18	6,675,981.06	271,909.38	669,843.84	34,701,680.68	Adjusted Balance	23,133,481.22	3,950,465.18	6,675,981.06	271,909.38	669,843.84	34,701,680.68
							Variance	-	-	-	-	(0.00)	-
							Relevant JV adjustments	Mike 12/28/18	Mike 12/28/18	Mike 12/28/18	Mike 12/28/18	Mike 12/28/18	

Open AP invoice Report

		21101			
Fund	Fund Name	AP Report	GL	Difference	% Variance
101	General	158,847.40	158,847.40	-	0.0%
202	Public Works	52,020.62	52,020.62	-	0.0%
203	County Fair	957.63	957.63	-	0.0%
205	Land Corner Preservation	173.57	173.57	-	0.0%
207	Household Hazardous Waste	2,186.45	2,186.45	-	0.0%
208	Special Economic Development	-	-	-	#DIV/0!
209	Law Library	190.10	190.10	-	0.0%
210	District Attorney	-	-	-	#DIV/0!
211	Museum	1,160.92	1,160.92	-	0.0%
219	Weed & Pest Control	-	-	-	#DIV/0!
220	911 Communications	10,617.05	10,617.05	-	0.0%
223	Parks	1,173.94	1,173.94	-	0.0%
227	Community Corrections	18,973.79	18,973.79	-	0.0%
229	Court Facilities Security	376.00	376.00	-	0.0%
232	Youth Think	1,554.11	1,554.11	-	0.0%
330	CDBFG Grant	368,995.33	368,995.33	-	0.0%
600	Qlife	20,588.60	20,588.60	-	0.0%
601	Qlife Capital	1,527.50	1,527.50	-	0.0%
602	Qlife Maupin	5,293.71	5,293.71	-	0.0%
704	Mint	-	-	-	#DIV/0!
706	Library District	-	-	-	#DIV/0!
780	Treasurer's Pass Through Trust	125.00	125.00	-	0.0%

Recon Mike M 12/31/18

November AR General Ledger to AR Subledger Reconciliation

Fund	GL 13201	GL Adj	GL	AR Aging by		AR Adjusted	GL - AR Adjusted	
				Fund Report	Not in Subledger			
101	1,996.34	-	1,996.34	1,996.34	-	1,996.34	-	See 101.25101
202	1,334.96	-	1,334.96	1,334.96	-	1,334.96	-	
203	-	-	-	-	-	-	-	
205	-	-	-	-	-	-	-	
207	-	-	-	-	-	-	-	
208	-	-	-	-	-	-	-	
210	-	-	-	-	-	-	-	
211	-	-	-	-	-	-	-	
219	-	-	-	-	-	-	-	
220	15.00	-	15.00	15.00	-	15.00	-	
223	-	-	-	-	-	-	-	
227	-	-	-	-	-	-	-	
229	-	-	-	-	-	-	-	
232	-	-	-	-	-	-	-	
237	-	-	-	-	-	-	-	
330	-	-	-	-	-	-	-	
600	55,116.78	-	55,116.78	55,116.78	-	55,116.78	-	
704	-	-	-	-	-	-	-	
705	-	-	-	-	-	-	-	
706	-	-	-	-	-	-	-	
707	-	-	-	-	-	-	-	
783	-	-	-	-	-	-	-	
Total	58,463.08	-	58,463.08	58,463.08	-	58,463.08	-	

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

Fund	GL 13301	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
Total	-	-	-	-	-	-	-

Recon Mike M. 12/31/18

November 2018 Ascend to Eden Taxes Receivable Reconciliation

Recon Mike M 12/28/18

Eden Fund & Name	Eden GL & Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
101 - General Fund	101.13101 - Property Taxes Principal Receivable		580,693.11	9,557,838.28	8,648,115.07	1,490,416.32	1,490,416.32	-
	101.13102 - Property Taxes Interest Receivable		6,517.61	33,489.51	28,604.98	11,402.14	11,402.14	-
	101.13103 - Miscellaneous Receivable		22,983.83	12,690.71	9,623.44	26,051.10	26,051.10	-
706 - Library District	706.13101 - Property Taxes Principal Receivable		89,117.95	1,470,387.33	1,330,489.14	229,016.14	229,016.14	-
	706.13102 - Property Taxes Interest Receivable		515.41	3,450.34	2,958.02	1,007.73	1,007.73	-
707 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable		33,721.99	556,946.12	503,946.83	86,721.28	86,721.28	-
	707.13102 - Property Taxes Interest Receivable		194.86	1,305.74	1,119.46	381.14	381.14	-
801 - Central OR CC	801.13101 - Property Taxes Principal Receivable		481.92	7,789.40	7,049.17	1,222.15	1,222.15	-
	801.13102 - Property Taxes Interest Receivable		5.16	27.37	23.33	9.20	9.20	-
802 - CGCC	802.13101 - Property Taxes Principal Receivable		85,482.93	1,348,706.10	1,221,302.12	212,886.91	212,886.91	-
	802.13102 - Property Taxes Interest Receivable		1,270.65	4,905.27	4,283.00	1,892.92	1,892.92	-
803 - ESD North Central	803.13101 - Property Taxes Principal Receivable		360.35	6,358.77	5,744.00	975.12	975.12	-
	803.13102 - Property Taxes Interest Receivable		3.54	19.45	16.28	6.71	6.71	-
804 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable		62,708.64	1,036,512.33	937,817.39	161,403.58	161,403.58	-
	804.13102 - Property Taxes Interest Receivable		780.46	3,630.08	3,096.72	1,313.82	1,313.82	-
806 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable		350.50	5,616.13	5,083.11	883.52	883.52	-
	806.13102 - Property Taxes Interest Receivable		4.82	20.24	17.25	7.81	7.81	-
807 - School District 12	807.13101 - Property Taxes Principal Receivable		116,344.56	1,819,257.02	1,647,783.85	287,817.73	287,817.73	-
	807.13102 - Property Taxes Interest Receivable		2,345.31	6,878.51	5,868.16	3,355.66	3,355.66	-
808 - School District 21	808.13101 - Property Taxes Principal Receivable		514,904.70	8,513,499.98	7,702,994.34	1,325,410.34	1,325,410.34	-
	808.13102 - Property Taxes Interest Receivable		5,351.62	29,919.49	25,525.51	9,745.60	9,745.60	-
809 - School District 21J	809.13101 - Property Taxes Principal Receivable		511.22	8,377.90	7,578.62	1,310.50	1,310.50	-
	809.13102 - Property Taxes Interest Receivable		3.68	28.64	24.03	8.29	8.29	-
810 - School District 29	810.13101 - Property Taxes Principal Receivable		101,262.24	1,127,151.59	1,028,773.06	199,640.77	199,640.77	-
	810.13102 - Property Taxes Interest Receivable		1,207.89	5,972.53	5,064.45	2,115.97	2,115.97	-
812 - School District 59	812.13101 - Property Taxes Principal Receivable		10,379.82	171,420.87	155,108.50	26,692.19	26,692.19	-
	812.13102 - Property Taxes Interest Receivable		126.95	607.37	520.50	213.82	213.82	-
814 - School District 67	814.13101 - Property Taxes Principal Receivable		211.84	4,252.66	3,833.10	631.40	631.40	-
	814.13102 - Property Taxes Interest Receivable		1.76	10.81	8.98	3.59	3.59	-
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	1,578,669.43	1,428,162.15	245,539.98	245,539.98	-
	818.13102 - Property Taxes Interest Receivable		1,261.03	5,458.55	4,655.44	2,064.14	2,064.14	-
830 - Antelope	830.13101 - Property Taxes Principal Receivable		220.83	4,607.98	4,156.08	672.73	672.73	-
	830.13102 - Property Taxes Interest Receivable		6.12	9.13	7.89	7.36	7.36	-
831 - Dufur	831.13101 - Property Taxes Principal Receivable		4,880.07	71,917.08	65,229.04	11,568.11	11,568.11	-
	831.13102 - Property Taxes Interest Receivable		45.83	208.03	177.98	75.88	75.88	-
832 - Maupin	832.13101 - Property Taxes Principal Receivable		17,438.25	291,482.43	263,668.04	45,252.64	45,252.64	-
	832.13102 - Property Taxes Interest Receivable		113.68	658.95	565.04	207.59	207.59	-
833 - Mosier	833.13101 - Property Taxes Principal Receivable		4,271.50	74,124.06	67,008.40	11,387.16	11,387.16	-
	833.13102 - Property Taxes Interest Receivable		29.13	163.88	140.64	52.37	52.37	-
835 - Shaniko	835.13101 - Property Taxes Principal Receivable		250.55	6,058.20	5,445.79	862.96	862.96	-
	835.13102 - Property Taxes Interest Receivable		0.21	4.89	4.33	0.77	0.77	-
836 - The Dalles	836.13101 - Property Taxes Principal Receivable		194,396.97	3,230,531.05	2,922,782.00	502,146.02	502,146.02	-
	836.13102 - Property Taxes Interest Receivable		1,470.51	7,534.01	6,462.69	2,541.83	2,541.83	-
850 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable		4,050.85	74,779.85	67,523.04	11,307.66	11,307.66	-

	850.13102 - Property Taxes Interest Receivable		28.06	145.39	125.89	47.56	47.56	-
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,548.41	119,679.75	108,372.62	18,855.54	18,855.54	-
	851.13102 - Property Taxes Interest Receivable		54.40	296.28	254.06	96.62	96.62	-
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		654.62	10,527.07	9,528.24	1,653.45	1,653.45	-
	852.13102 - Property Taxes Interest Receivable		4.38	25.39	21.78	7.99	7.99	-
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,208.80	86,384.54	78,149.35	13,443.99	13,443.99	-
	853.13102 - Property Taxes Interest Receivable		35.49	202.57	173.53	64.53	64.53	-
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		198,678.06	3,087,161.82	2,796,506.74	489,333.14	489,333.14	-
	854.13102 - Property Taxes Interest Receivable		1,404.13	7,757.67	6,649.74	2,512.06	2,512.06	-
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	1,190,545.79	1,077,237.81	185,246.52	185,246.52	-
	857.13102 - Property Taxes Interest Receivable		418.96	2,856.73	2,399.36	876.33	876.33	-
858 - NORCOR	858.13101 - Property Taxes Principal Receivable		9,703.76	(193.46)	2,791.48	6,718.82	6,718.82	-
	858.13102 - Property Taxes Interest Receivable		233.79	837.77	706.19	365.37	365.37	-
860 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		20,581.32	338,662.90	306,441.61	52,802.61	52,802.61	-
	860.13102 - Property Taxes Interest Receivable		213.74	794.57	681.30	327.01	327.01	-
861 - White River Health	861.13101 - Property Taxes Principal Receivable		14,624.99	84,263.18	78,876.84	20,011.33	20,011.33	-
	861.13102 - Property Taxes Interest Receivable		89.04	562.06	481.31	169.79	169.79	-
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		32,759.86	553,030.67	500,040.41	85,750.12	85,750.12	-
	862.13102 - Property Taxes Interest Receivable		184.36	1,210.68	1,038.09	356.95	356.95	-
864 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		13,177.99	220,181.86	199,198.81	34,161.04	34,161.04	-
	864.13102 - Property Taxes Interest Receivable		74.75	517.03	443.12	148.66	148.66	-
878 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		473.18	7,768.29	7,026.71	1,214.76	1,214.76	-
	878.13102 - Property Taxes Interest Receivable		2.69	16.08	13.87	4.90	4.90	-
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,648.27	100,891.00	91,439.93	16,099.34	16,099.34	-
	879.13102 - Property Taxes Interest Receivable		47.05	266.68	228.37	85.36	85.36	-
880 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		15,923.51	230,373.35	208,921.78	37,375.08	37,375.08	-
	880.13102 - Property Taxes Interest Receivable		106.75	629.59	535.50	200.84	200.84	-
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		97,442.12	1,641,362.83	1,484,664.53	254,140.42	254,140.42	-
	881.13102 - Property Taxes Interest Receivable		655.59	3,815.73	3,272.18	1,199.14	1,199.14	-
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	-
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable	2018	-	270,426.89	240,176.91	30,249.98	30,249.98	-
	883.13102 - Property Taxes Interest Receivable	2018	-	7.93	7.93	-	-	-
Grand Total			2,460,923.99	39,044,286.69	35,334,766.95	6,170,443.73	6,170,443.73	-
783 - CATF Trust	783.13102 - Property Taxes Interest Receivable		15,597.54	70,765.57	59,793.95	26,569.16		
CATF is not Property Tax Interest Receivable. Bad label out of Ascend.								

November Mike 12/28/18

November

Eden Account	Eden		Ascend		Variance E-A
	Eden	Adj4	Eden Total	Ascend Total	
101.00.1101.410.102	8,172,654.80		8,172,654.80	8,172,654.80	-
101.00.1101.410.103	32,378.73		32,378.73	32,378.73	-
706.97.3706.422.114	4,796.45		4,796.45	4,796.45	-
706.97.3706.422.115	1,257,286.59		1,257,286.59	1,257,286.59	-
707.97.3707.422.114	1,814.89		1,814.89	1,814.89	-
707.97.3707.422.115	476,228.62		476,228.62	476,228.62	-
783.97.3783.422.127	7,636.58		7,636.58	7,636.58	-
783.97.3783.422.128	2,536.65		2,536.65	2,536.65	-
801.98.2801.422.114	27.06		27.06	27.06	-
801.98.2801.422.115	6,660.49		6,660.49	6,660.49	-
802.98.2802.422.114	4,787.80		4,787.80	4,787.80	-
802.98.2802.422.115	1,153,323.57		1,153,323.57	1,153,323.57	-
803.98.2803.422.114	20.46		20.46	20.46	-
803.98.2803.422.115	5,436.59		5,436.59	5,436.59	-
804.98.2804.422.114	3,555.27		3,555.27	3,555.27	-
804.98.2804.422.115	886,290.68		886,290.68	886,290.68	-
806.98.2806.422.114	19.57		19.57	19.57	-
806.98.2806.422.115	4,802.24		4,802.24	4,802.24	-
807.98.2807.422.114	6,558.24		6,558.24	6,558.24	-
807.98.2807.422.115	1,555,659.34		1,555,659.34	1,555,659.34	-
808.98.2808.422.114	29,207.44		29,207.44	29,207.44	-
808.98.2808.422.115	7,279,653.50		7,279,653.50	7,279,653.50	-
809.98.2809.422.114	29.35		29.35	29.35	-
809.98.2809.422.115	7,163.24		7,163.24	7,163.24	-
810.98.2810.422.114	5,730.09		5,730.09	5,730.09	-
810.98.2810.422.115	964,033.36		964,033.36	964,033.36	-
812.98.2812.422.114	584.68		584.68	584.68	-
812.98.2812.422.115	146,579.72		146,579.72	146,579.72	-
814.98.2814.422.114	11.75		11.75	11.75	-
814.98.2814.422.115	3,635.62		3,635.62	3,635.62	-
817.98.2817.422.114	-		-	-	-
818.98.2818.422.114	5,392.07		5,392.07	5,392.07	-
818.98.2818.422.115	1,349,863.63		1,349,863.63	1,349,863.63	-
830.98.2830.422.114	9.53		9.53	9.53	-

November Mike 12/28/18

November

Eden Account	Eden		Eden		Ascend		Variance E-A	
	Eden	Adj4	Adj	Eden Total	Ascend	Adj		Ascend Total
830.98.2830.422.115	3,939.93			3,939.93	3,939.93		3,939.93	-
831.98.2831.422.114	254.04			254.04	254.04		254.04	-
831.98.2831.422.115	61,502.07			61,502.07	61,502.07		61,502.07	-
832.98.2832.422.114	936.20			936.20	936.20		936.20	-
832.98.2832.422.115	249,233.10			249,233.10	249,233.10		249,233.10	-
833.98.2833.422.114	226.92			226.92	226.92		226.92	-
833.98.2833.422.115	63,379.59			63,379.59	63,379.59		63,379.59	-
835.98.2835.422.114	14.95			14.95	14.95		14.95	-
835.98.2835.422.115	5,178.32			5,178.32	5,178.32		5,178.32	-
836.98.2836.422.114	10,358.51			10,358.51	10,358.51		10,358.51	-
836.98.2836.422.115	2,762,329.30			2,762,329.30	2,762,329.30		2,762,329.30	-
850.98.2850.422.114	218.07			218.07	218.07		218.07	-
850.98.2850.422.115	63,937.22			63,937.22	63,937.22		63,937.22	-
851.98.2851.422.114	403.90			403.90	403.90		403.90	-
851.98.2851.422.115	102,337.89			102,337.89	102,337.89		102,337.89	-
852.98.2852.422.114	34.87			34.87	34.87		34.87	-
852.98.2852.422.115	9,001.51			9,001.51	9,001.51		9,001.51	-
853.98.2853.422.114	280.83			280.83	280.83		280.83	-
853.98.2853.422.115	73,864.85			73,864.85	73,864.85		73,864.85	-
854.98.2854.422.114	10,682.12			10,682.12	10,682.12		10,682.12	-
854.98.2854.422.115	2,639,841.95			2,639,841.95	2,639,841.95		2,639,841.95	-
856.98.2856.422.114	-			-	-		-	-
857.98.2857.422.114	3,887.64			3,887.64	3,887.64		3,887.64	-
857.98.2857.422.115	1,017,962.49			1,017,962.49	1,017,962.49		1,017,962.49	-
858.98.2858.422.114	365.26			365.26	365.26		365.26	-
858.98.2858.422.115	-			-	-		-	-

November Mike 12/28/18

November

Eden Account	Eden		Ascend		Variance E-A
	Eden	Adj4	Eden Total	Ascend Total	
860.98.2860.422.114	1,104.12		1,104.12	1,104.12	-
860.98.2860.422.115	289,581.07		289,581.07	289,581.07	-
861.98.2861.422.114	777.90		777.90	777.90	-
861.98.2861.422.115	72,118.95		72,118.95	72,118.95	-
862.98.2862.422.114	1,782.03		1,782.03	1,782.03	-
862.98.2862.422.115	472,863.76		472,863.76	472,863.76	-
864.98.2864.422.114	710.78		710.78	710.78	-
864.98.2864.422.115	188,271.44		188,271.44	188,271.44	-
878.98.2878.422.114	26.02		26.02	26.02	-
878.98.2878.422.115	6,642.09		6,642.09	6,642.09	-
879.98.2879.422.114	355.06		355.06	355.06	-
879.98.2879.422.115	86,274.81		86,274.81	86,274.81	-
880.98.2880.422.114	864.37		864.37	864.37	-
880.98.2880.422.115	196,998.87		196,998.87	196,998.87	-
881.98.2881.422.114	5,238.06		5,238.06	5,238.06	-
881.98.2881.422.115	1,403,477.18		1,403,477.18	1,403,477.18	-
882.98.2881.422.114	-		-	-	-
882.98.2882.422.114	-		-	-	-
883.98.2883.422.114	7.92		7.92	7.92	-
883.98.2883.422.115	231,117.94		231,117.94	231,117.94	-
	33,412,752.50		33,412,752.50	33,412,752.50	-

FY18		Reconcile through October as of 11/8/18 - Mike M						FY18				
Eden Account	Eden	FY18	FY18	Eden				Eden Total	Ascend	Ascend	Ascend Total	Variance E-A
		accrual JV 18-10502	accrual JV 18-10517	Adj3	Adj4	Adj5	Adj					
101.00.1101.410.102	8,492,992.81	-	-	-	-	-	-	8,492,992.81	8,492,992.81	-	8,492,992.81	-
101.00.1101.410.103	98,742.54	26,302.65	58,084.28	-	-	-	-	183,129.47	183,129.47	-	183,129.47	-
706.97.3706.422.114	14,587.86	3,891.35	8,375.01	-	-	-	-	26,854.22	26,854.22	-	26,854.22	-
706.97.3706.422.115	1,306,567.56	-	-	-	-	-	-	1,306,567.56	1,306,567.56	-	1,306,567.56	-
707.97.3707.422.114	5,520.09	1,472.49	3,169.07	-	-	-	-	10,161.65	10,161.65	-	10,161.65	-
707.97.3707.422.115	494,895.04	-	-	-	-	-	-	494,895.04	494,895.04	-	494,895.04	-
783.97.3783.422.127	45,099.89	-	-	-	-	-	-	45,099.89	45,099.89	-	45,099.89	-
783.97.3783.422.128	13,975.39	-	-	-	-	-	-	13,975.39	13,975.39	-	13,975.39	-
801.98.2801.422.114	150.80	-	-	-	-	-	-	150.80	150.80	-	150.80	-
801.98.2801.422.115	6,921.57	-	-	-	-	-	-	6,921.57	6,921.57	-	6,921.57	-
802.98.2802.422.114	27,031.07	-	-	-	-	-	-	27,031.07	27,031.07	-	27,031.07	-
802.98.2802.422.115	1,198,529.61	-	-	-	-	-	-	1,198,529.61	1,198,529.61	-	1,198,529.61	-
803.98.2803.422.114	110.50	-	-	-	-	-	-	110.50	110.50	-	110.50	-
803.98.2803.422.115	5,649.69	-	-	-	-	-	-	5,649.69	5,649.69	-	5,649.69	-
804.98.2804.422.114	19,866.21	-	-	-	-	-	-	19,866.21	19,866.21	-	19,866.21	-
804.98.2804.422.115	921,030.00	-	-	-	-	-	-	921,030.00	921,030.00	-	921,030.00	-
806.98.2806.422.114	109.79	-	-	-	-	-	-	109.79	109.79	-	109.79	-
806.98.2806.422.115	4,990.46	-	-	-	-	-	-	4,990.46	4,990.46	-	4,990.46	-
807.98.2807.422.114	36,982.40	-	-	-	-	-	-	36,982.40	36,982.40	-	36,982.40	-
807.98.2807.422.115	1,616,635.44	-	-	-	-	-	-	1,616,635.44	1,616,635.44	-	1,616,635.44	-
808.98.2808.422.114	163,383.47	-	-	-	-	-	-	163,383.47	163,383.47	-	163,383.47	-
808.98.2808.422.115	7,564,989.10	-	-	-	-	-	-	7,564,989.10	7,564,989.10	-	7,564,989.10	-
809.98.2809.422.114	158.48	-	-	-	-	-	-	158.48	158.48	-	158.48	-
809.98.2809.422.115	7,444.02	-	-	-	-	-	-	7,444.02	7,444.02	-	7,444.02	-
810.98.2810.422.114	31,986.63	-	-	-	-	-	-	31,986.63	31,986.63	-	31,986.63	-
810.98.2810.422.115	1,001,819.94	-	-	-	-	-	-	1,001,819.94	1,001,819.94	-	1,001,819.94	-
812.98.2812.422.114	3,300.86	-	-	-	-	-	-	3,300.86	3,300.86	-	3,300.86	-
812.98.2812.422.115	152,325.10	-	-	-	-	-	-	152,325.10	152,325.10	-	152,325.10	-
814.98.2814.422.114	63.91	-	-	-	-	-	-	63.91	63.91	-	63.91	-
814.98.2814.422.115	3,778.11	-	-	-	-	-	-	3,778.11	3,778.11	-	3,778.11	-
817.98.2817.422.114	-	-	-	-	-	-	-	-	-	-	-	-
818.98.2818.422.114	30,017.18	-	-	-	-	-	-	30,017.18	30,017.18	-	30,017.18	-
818.98.2818.422.115	1,402,773.33	-	-	-	-	-	-	1,402,773.33	1,402,773.33	-	1,402,773.33	-
830.98.2830.422.114	69.40	-	-	-	-	-	-	69.40	69.40	-	69.40	-

FY18

Reconcile through October as of 11/8/18 - Mike M

FY18

Eden Account	Eden	FY18	FY18	Eden				Eden Total	Ascend	Ascend		Variance E-A
		accrual JV 18-10502	accrual JV 18-10517	Adj3	Adj4	Adj5	Adj			Adj	Ascend Total	
830.98.2830.422.115	4,094.36	-	-	-	-	-	-	4,094.36	4,094.36	-	4,094.36	-
831.98.2831.422.114	1,490.57	-	-	-	-	-	-	1,490.57	1,490.57	-	1,490.57	-
831.98.2831.422.115	63,912.72	-	-	-	-	-	-	63,912.72	63,912.72	-	63,912.72	-
832.98.2832.422.114	5,217.65	-	-	-	-	-	-	5,217.65	5,217.65	-	5,217.65	-
832.98.2832.422.115	259,002.14	-	-	-	-	-	-	259,002.14	259,002.14	-	259,002.14	-
833.98.2833.422.114	1,281.86	-	-	-	-	-	-	1,281.86	1,281.86	-	1,281.86	-
833.98.2833.422.115	65,863.82	-	-	-	-	-	-	65,863.82	65,863.82	-	65,863.82	-
835.98.2835.422.114	68.83	-	-	-	-	-	-	68.83	68.83	-	68.83	-
835.98.2835.422.115	5,381.28	-	-	-	-	-	-	5,381.28	5,381.28	-	5,381.28	-
836.98.2836.422.114	58,492.47	-	-	-	-	-	-	58,492.47	58,492.47	-	58,492.47	-
836.98.2836.422.115	2,870,602.46	-	-	-	-	-	-	2,870,602.46	2,870,602.46	-	2,870,602.46	-
850.98.2850.422.114	1,204.60	-	-	-	-	-	-	1,204.60	1,204.60	-	1,204.60	-
850.98.2850.422.115	66,443.32	-	-	-	-	-	-	66,443.32	66,443.32	-	66,443.32	-
851.98.2851.422.114	2,275.30	-	-	-	-	-	-	2,275.30	2,275.30	-	2,275.30	-
851.98.2851.422.115	106,349.17	-	-	-	-	-	-	106,349.17	106,349.17	-	106,349.17	-
852.98.2852.422.114	195.45	-	-	-	-	-	-	195.45	195.45	-	195.45	-
852.98.2852.422.115	9,354.38	-	-	-	-	-	-	9,354.38	9,354.38	-	9,354.38	-
853.98.2853.422.114	1,561.26	-	-	-	-	-	-	1,561.26	1,561.26	-	1,561.26	-
853.98.2853.422.115	76,760.09	-	-	-	-	-	-	76,760.09	76,760.09	-	76,760.09	-
854.98.2854.422.114	59,785.03	-	-	-	-	-	-	59,785.03	59,785.03	-	59,785.03	-
854.98.2854.422.115	2,743,314.05	-	-	-	-	-	-	2,743,314.05	2,743,314.05	-	2,743,314.05	-
856.98.2856.422.114	-	-	-	-	-	-	-	-	-	-	-	-
857.98.2857.422.114	21,753.52	-	-	-	-	-	-	21,753.52	21,753.52	-	21,753.52	-
857.98.2857.422.115	1,057,862.86	-	-	-	-	-	-	1,057,862.86	1,057,862.86	-	1,057,862.86	-
858.98.2858.422.114	3,488.72	-	-	-	-	-	-	3,488.72	3,488.72	-	3,488.72	-
858.98.2858.422.115	-	-	-	-	-	-	-	-	-	-	-	-

FY18		Reconcile through October as of 11/8/18 - Mike M							FY18			
Eden Account	Eden	FY18	FY18	Eden				Eden Total	Ascend		Variance E-A	
		accrual JV 18-10502	accrual JV 18-10517	Adj3	Adj4	Adj5	Adj		Ascend Adj	Ascend Total		
860.98.2860.422.114	6,185.49	-	-	-	-	-	-	6,185.49	6,185.49	-	6,185.49	-
860.98.2860.422.115	300,931.59	-	-	-	-	-	-	300,931.59	300,931.59	-	300,931.59	-
861.98.2861.422.114	4,405.76	-	-	-	-	-	-	4,405.76	4,405.76	-	4,405.76	-
861.98.2861.422.115	74,945.73	-	-	-	-	-	-	74,945.73	74,945.73	-	74,945.73	-
862.98.2862.422.114	9,670.92	-	-	-	-	-	-	9,670.92	9,670.92	-	9,670.92	-
862.98.2862.422.115	491,398.28	-	-	-	-	-	-	491,398.28	491,398.28	-	491,398.28	-
864.98.2864.422.114	3,987.10	-	-	-	-	-	-	3,987.10	3,987.10	-	3,987.10	-
864.98.2864.422.115	195,650.98	-	-	-	-	-	-	195,650.98	195,650.98	-	195,650.98	-
878.98.2878.422.114	138.03	-	-	-	-	-	-	138.03	138.03	-	138.03	-
878.98.2878.422.115	6,902.44	-	-	-	-	-	-	6,902.44	6,902.44	-	6,902.44	-
879.98.2879.422.114	2,009.83	-	-	-	-	-	-	2,009.83	2,009.83	-	2,009.83	-
879.98.2879.422.115	89,656.46	-	-	-	-	-	-	89,656.46	89,656.46	-	89,656.46	-
880.98.2880.422.114	4,731.79	-	-	-	-	-	-	4,731.79	4,731.79	-	4,731.79	-
880.98.2880.422.115	204,720.52	-	-	-	-	-	-	204,720.52	204,720.52	-	204,720.52	-
881.98.2881.422.114	29,420.53	-	-	-	-	-	-	29,420.53	29,420.53	-	29,420.53	-
881.98.2881.422.115	1,458,488.32	-	-	-	-	-	-	1,458,488.32	1,458,488.32	-	1,458,488.32	-
882.98.2881.422.114	-	-	-	-	-	-	-	-	-	-	-	-
882.98.2882.422.114	-	-	-	-	-	-	-	-	-	-	-	-
883.98.2883.422.114	7.92	-	-	-	-	-	-	7.92	7.92	-	7.92	-
883.98.2883.422.115	240,176.91	-	-	-	-	-	-	240,176.91	240,176.91	-	240,176.91	-
	35,281,682.76	31,666.49	69,628.36	-	-	-	-	35,382,977.61	35,382,977.61	-	35,382,977.61	-

Wasco County Monthly Report Transfers All Funds - November 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
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	103,715.85	76,661	41.7%	31.2%	35.3%	27,054.60
911 EQUIPMENT RESERVE	30,000.00	12,500.00	-	41.7%	#DIV/0!	#DIV/0!	12,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	850,000.00	354,166.65	700,000	41.7%	100.0%	-49.4%	(345,833.35)
GENERAL FUND	680,000.00	-	4,300	0.0%	0.6%	-100.0%	(4,300.00)
GENERAL OPERATING RESERVE	893,333.00	354,166.65	700,000	39.6%	75.3%	-49.4%	(345,833.35)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	354,166.65	700,000	41.7%	100.0%	-49.4%	(345,833.35)
Transfer In Total	3,603,752.00	1,230,215.80	4,427,119	34.1%	80.3%	-72.2%	(3,196,903.00)
Transfer Out							
911 COMMUNICATIONS FUND	77,259.00	12,500.00	-	16.2%	#DIV/0!	#DIV/0!	12,500.00
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	1,212,715.80	2,223,161	42.6%	86.8%	-45.5%	(1,010,445.45)
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	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
Transfer Out Total	3,607,678.00	1,230,215.80	4,427,119	34.1%	80.3%	-72.2%	(3,196,903.00)

PERS Recap
 For the Year Ended 6/30/2018
 Create using PERS Monthly Invoice
 Wasco County

6%

	PERS WAGES	EMPLOYEE PERS SHARE	EMPLOYERS SHARE	PERS Units	Social Security	Rounding	Adjustments	Total Remittance	PERS Invoice	variance
JULY	554,506.92	33,521.05	84,907.22	18.96	-	(0.06)	(731.47)	117,715.70	117,715.70	-
AUGUST	578,422.85	34,705.46	87,551.05	18.96	-	(0.09)	120.61	122,395.99	122,395.99	-
SEPTEMBER	566,418.04	33,985.18	85,684.32	18.96	-	(0.07)	-	119,688.39	119,688.39	-
OCTOBER	561,884.55	33,713.21	84,862.52	18.96	-	(0.14)	-	118,594.55	118,594.55	-
NOVEMBER	575,165.09	34,510.03	86,912.04	18.96	-	(0.13)	-	121,440.90	121,440.90	-
DECEMBER										-
JANUARY										-
FEBRUARY										-
MARCH										-
APRIL										-
MAY										-
JUNE										-
Total	2,836,397.45	170,434.93	429,917.15	94.80	-	(0.49)	(610.86)	599,835.53	599,835.53	-

PERS Units
 Emp# 4096 2.32 per month
 Emp# 4237 16.64 per month

 18.96

Reviewed Mike M 12/30/18

Type	Face Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par	Face	Principal Cost	
US Government Securities	Federal Home Loan Mortgage Corp	1.750%	5/29/2018	5/30/2019	3.60%	2.20%	2.20%	181	7	500,000.00	497,780.00	
US Government Securities	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.10%	2.23%	2.23%	423	43	1,394,000.00	1,380,060.00	
US Government Securities	Federal Home Loan Bank		10/15/2018	3/30/2020	3.60%	2.71%	2.71%	486	17	500,000.00	497,617.50	
US Government Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.60%	2.76%	2.76%	593	21	500,000.00	499,963.28	
US Government Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.60%	2.55%	2.55%	685	25	531,000.00	499,961.17	
US Government Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.60%	2.71%	2.71%	777	28	534,000.00	499,812.00	
US Government Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.10%	2.70%	2.70%	872	27	435,000.00	423,118.00	
US Government Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.50%	2.79%	2.80%	927	32	500,000.00	484,526.00	
US Government Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.50%	2.88%	2.88%	927	32	500,000.00	483,711.50	
US Government Securities	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	43.80%	1.85%	1.85%	949	416	6,000,000.00	5,999,940.00	
US Government Securities	Federal Home Loan Mortgage Corp	2.900%	10/30/2018	8/27/2021	3.60%	3.02%	3.02%	1,001	36	500,000.00	498,375.00	
Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.60%	2.96%	2.96%	1,189	43	500,000.00	488,547.34	
US Government Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	10.60%	3.04%	3.04%	1,326	141	1,500,000.00	1,456,705.50	
	5 years			0.00%								
total				99.80%	2.3206800%	2.03%				13,894,000.00	13,894,000.00	13,710,117.29

Average 2.18 Years Weighted Ave 2.38

General Ledger

Time to average maturity
*.12101

Investment by Agency

	% Portfolio	Max	Comply
Federal Home Loan Bank	17.287%	33%	YES
Federal Home Loan Mortgage Corp	2.714%	33%	YES
Federal Natl Mortgage Assn	3.751%	33%	YES
Federal Farm Credit Bank	7.759%	33%	YES
RFCSP Strip Principal	4.107%	33%	YES
	0.000%	33%	YES
Total US Agencies	35.618%	100%	YES
Corporate Bond Johnson & Johnson	1.324%	100%	YES
LGIP	63.058%	49,000,000	YES

Total Invested

Limits	Max %	Portfolio	Comply	Maturity Limits	Min	Actual \$	Actual %	Comply	
US Treasury	100.0%	0.0%	YES	Under 60 Days	25%	23,133,481.22	63%	YES	9,171,500.56
US Agency Securities	100.0%	35.6%	YES	Under 1 year	50%	23,631,492.22	64%	YES	18,343,001.11
Per US Agency	33.0%	17.3%	YES	Under 3 years	75%	34,743,732.22	95%	YES	27,514,501.67
Oregon Short Term Fund	30,000,000	23,133,481	YES	Under 5 years	100%	36,686,002.22	100%	YES	36,686,002.22

Type		Interest included at purchase	Purchase Price	Market	Book Value 10/31/2018	Mark to Market	Book Value 11/30/2018
US Government Securities	Federal Home Loan Mortgage Corp	4,350.69	502,130.69	498,011.00	497,759.00	252.00	498,011.00
US Government Securities	Federal Natl Mortgage Assn	1,711.52	1,381,771.52	1,376,266.00	1,375,160.00	1,106.00	1,376,266.00
US Government Securities	Federal Home Loan Bank	494.79	498,112.29	497,234.00	497,055.00	179.00	497,234.00
US Government Securities	RFCSP Strip Principal	-	499,963.28	501,063.00	499,830.00	1,233.00	501,063.00
US Government Securities	RFCSP Strip Principal	-	499,961.17	503,786.00	501,853.00	1,933.00	503,786.00
US Government Securities	RFCSP Strip Principal	-	499,812.00	501,691.00	500,678.00	1,013.00	501,691.00
US Government Securities	Federal Farm Credit Bank	2,025.77	425,143.77	422,065.00	421,271.00	794.00	422,065.00
US Government Securities	Federal Farm Credit Bank	2,092.50	486,618.50	483,986.00	483,408.00	578.00	483,986.00
US Government Securities	Federal Farm Credit Bank	2,452.50	486,164.00	483,986.00	483,408.00	578.00	483,986.00
US Government Securities	Federal Home Loan Bank	6,475.00	6,006,415.00	5,844,660.00	5,833,074.00	11,586.00	5,844,660.00
US Government Securities	Federal Home Loan Mortgage Corp	2,577.78	500,952.78	497,503.00	497,325.00	178.00	497,503.00
Corporate Bond	Johnson & Johnson	968.75	489,516.09	485,662.00	485,794.00	(132.00)	485,662.00
US Government Securities	Federal Farm Credit Bank 5 years	6,968.75	1,463,674.25	1,456,608.00	1,451,784.00	4,824.00	1,456,608.00
	total	30,118.05	13,740,235.34	13,552,521.00	13,528,399.00	24,122.00	13,552,521.00
	Time to average maturity *.12101				13,528,399.00		13,552,521.00
General Ledger							
Investment by Agency	Federal Home Loan Bank		6,504,527.29	6,341,894.00	6,330,129.00	11,765.00	6,341,894.00
	Federal Home Loan Mortgage Corp		1,003,083.47	995,514.00	995,084.00	430.00	995,514.00
	Federal Natl Mortgage Assn		1,381,771.52	1,376,266.00	1,375,160.00	1,106.00	1,376,266.00
	Federal Farm Credit Bank		2,861,600.52	2,846,645.00	2,839,871.00	6,774.00	2,846,645.00
	RFCSP Strip Principal		1,499,736.45	1,506,540.00	1,502,361.00	4,179.00	1,506,540.00
	Total US Agencies		-	-	-	-	-
Corporate Bond	Johnson & Johnson		489,516.09	485,662.00	485,794.00	(132.00)	485,662.00
	LGIP		23,133,481.22	23,133,481.22	23,133,481.22	-	23,133,481.22
	Total Invested		36,873,716.56	36,686,002.22	36,661,880.22	24,122.00	36,686,002.22
	Limits						
	US Treasury	9,171,500.56					
	US Agency Securities	9,171,500.56					
	Per US Agency	9,171,500.56					
	Oregon Short Term Fund	9,171,500.56					

November 2018 Bank Reconciliation

Mike M 12/28/18

Main Checking Bank						LGIP Account Bank					
	Eden 600	Eden 601	Eden 602	Eden Total		Eden 600	Eden 601	Eden 602	Eden		
Beginning Balance	867,100.81	16,646.22	340,901.72	341,908.43	699,456.37	1,251,294.50	35,754.42	1,153,671.42	61,868.66	1,251,294.50	
Credits	-					Deposits					
Deposits	59,550.00	61,224.83	32,741.50	-	93,966.33	Debit	2,571.15	74.56	2,370.60	125.99	2,571.15
Withdrawals	-					Withdrawals					
Checks	345,686.72	47,805.44	1,674.83	174,534.13	224,014.40	Credit	Other Decreases				
Ending Balance	580,964.09	30,065.61	371,968.39	167,374.30	569,408.30	Ending Balance	1,253,865.65	35,828.98	1,156,042.02	61,994.65	1,253,865.65
Deposits in Transit	754.00					Ending GL	1,253,865.65				
Outstanding Checks	\$12,309.79				-	LGIP Variance	-	2.9%	92.2%	4.9%	
Adjusted Balance	569,408.30	30,065.61	371,968.39	167,374.30	569,408.30						
Variance	-										
John Amery	5182		\$10,684.46								
Gorge Networks	5183		\$130.33								
Union Pacific	5184		\$1,495.00								
			\$12,309.79								

Wasco County Financial Report – For December 2018

This report covers through December 2018 – the sixth month of the fiscal year FY19. The statements 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 it is a good place to start. For December, the straight-line budget execution rate is 50.0% (6/12).

Discussion of Revenue

General Fund

- Property taxes are right on track for FY19. December receipts total \$8,696,938 – an increase of \$504K over last fiscal year at this time. The overall budget execution rate is 97.1% while the rate for current property taxes is 99.1%.
- Licenses, Fees and Permits are back up ahead of last year. November had a blip caused by the holiday timing – but that has corrected itself through December. Budget execution is at 51.6% versus 49.1% last year. Currently this is \$95K ahead of last fiscal year.
- Intergovernmental Revenue – Non single audit – is at 48.6% budget execution and now \$51K behind last fiscal year. This is almost the entire amount the Marijuana receipts are behind last fiscal year. (That amount is \$55K behind.) We are on track but the timing of the Marijuana distribution makes the County appear to be behind. This will self-correct as future distributions are received. The County has only received one (1) distribution of Marijuana funds in FY19 and should be collecting three (3) more. Although this line is budgeted at \$50K, it is not unreasonable to expect it to reach \$80K+ by the end of the fiscal year.
- Investment earnings continues to perform well. The fiscal YTD total is \$133K – which is 147.0% of the budget execution. If this level of performance continues, it would not be unreasonable to see interest reach \$250K by the end of the fiscal year.
- No transfers have occurred to the General Fund yet. The abatement was billed in December and has been received. There will be a transfer in for the two Design LLC abatements in the January report. (It will be \$305K for the abatement.)
- Planning continues to be well ahead of the budgeted expectations. The budget execution is currently at 161.0% overall. However, the largest driver is the Construction Excise Tax (CET) is \$74K and none of this was part of the budget. This is not the sole area of Planning revenue to exceed projections though. License Fees & Permits are at 100.1% of the budget execution. In this area, Land Use Permits are already at 99.7% budget execution (\$102K total).
- Public Works – Surveyor has a budget execution of 410.1%. This is due to the grant receipts of \$48K. This is for the ORMAP tax mapping and this revenue was not budgeted here.

Public Works Fund

- Interest continues to grow – the budget execution is 74.2% for a total of \$21K. At this rate, the end of the fiscal year should see the total interest near \$40K.

- Internal Service includes rent that should be collected, and this has been brought up to date. This was missed until December but is part of the process now.
- Motor Vehicle Funds are \$1,054,532 with a budget execution of 43.1%. This is in line with last year's budget execution of 41.0%. The total is \$244K more than last fiscal year at this time.
- Miscellaneous Revenue has a total of \$11,768 for the fiscal year but only \$1,000 was budgeted. The increase is due to the collections/contributions from individuals on Dell Road where Public Works performed work on a road not maintained by the County and residents in the area contributed (\$7K in December).
- The budget execution for Weed & Pest has improved to 58.2% for a total of \$131K. This is \$83K more than last year at this time.

911 Communications

- The overall budget execution is 39.5% - up from the 35.5% last fiscal year at this time.
- Partners are both at 41.7% budget execution due to the timing of payments. This is as planned.
- The next phone tax payment should arrive in January as these are supposed to be quarterly.

911 Equipment Reserve

- Interest is now \$54. That may not seem to be much, but it is up and already more than was budgeted. It is also an indication the fund is growing finally.
- The only other source of revenue is the transfer in from the 911 Communications Fund which is proceeding as scheduled.

CDBG Grant Fund

- Continues to move along. Current budget execution is now 39.9% for a total of \$2,089,927.

County Fair Fund

- No significant change from last month.
- Lottery funds have not arrived yet. Last year it arrive on February 1st, so it should be in either January's or February's report.

Museum

- Budget Execution is 65.3% as of December compared to 58.7% last year and this is \$1,356 more than last year.
- Memberships have not sold much yet - \$150 as of 12/31/18 – but this will change in January as all memberships are set to renew and due in January. As of January 8th this was already \$4,500+ when only \$6,500 was budgeted. This has the potential to greatly increase the future revenue.
- Not reflected in the amounts – but shared at the Museum Commission meeting on 1/8/19 – based on a contract with cruise ship for additional stops, this could add an additional \$12K in unplanned revenue for the Museum admissions. This would be spread between FY19 & FY20 though.

Special Economic Development Fund

- The Design LLC abatement was billed and paid in December. This \$1,050,000 in revenue. It was not distributed to the General Fund or partners in December due to timing – it did happen in January.

All Other Funds

- Nothing stands out of the remaining revenues. The budget executions are in line with expectations.

Discussion of Expense

General Fund

- Overall, the General Fund budget execution is 44.8% which is under the straight-line assumption of 50.0%.
- Transfers out are lower this fiscal year due to doing the transfers to reserves on a monthly basis instead of all at one time.
- Each General Fund Department is under the straight-line assumption
 - Even if some sub-sections are over, as a whole the Departments are within the assumption.

Public Works Fund

- Overall the Public Works Fund is executing at 47.6% - slightly below the straight-line assumption.
- Public Works Personnel is executing at 47.1% so is under the 50.0% straight-line assumption. The amount is \$49K more than last fiscal year.
- Public Works Materials & Services are executing at 47.2 versus last year's 52.8% so it is on track as projected and also below last year's execution rate.
- Capital Outlay is executed to 88.6%. This is not a linear cost and has not increased.
- Weed & Pest is executing at 48.3% for Personnel and Materials & Services combined. This also contributes to pulling the execution rate up. This is an area to continue watching as the year progresses.
 - Overtime is at 192.6% of the budget execution resulting in \$4,624 more expense than budgeted plus the impact on FICA.

County Fair

- Expense is currently at 79.6% execution versus 70.9% last fiscal year. The majority of this is due to paying the insurance early in the year – instead of reimbursing near the end of the year – which is \$30K. Taking this into account, expenses are about \$17K less than last fiscal year.

- Currently, expenses exceed revenues by \$20K – when the Lottery distribution comes in, this will change. Although there are other factors to consider – other expenses coming (personnel & utilities) as well as other revenues (camping fees).

All Other Funds

- All other funds are with the budgetary straight-line assumption.

Summary

Personnel costs across all funds are at 47.5% budget execution overall. Only one fund exceeds the 50.0% straight-line assumption – the 911 Communications Fund. This fund has a budget execution of 50.6%. This .6% difference is a decrease from last month's .8% for this fund. This is made up by the savings on the Materials & Services section for the fund. The fund needs to be watched closely but the difference does not seem to be growing. This may become an issue after the contract labor negotiations are resolved. Progress is being made.

Materials & Services across all funds is at 38.9% execution. All funds going above the straight-line assumption have been discussed above. All the budgets are progressing as planned.

Capital spending has reached 9.1% budget execution. The CDBG Grant fund has increased to \$2.1M – about \$400K – from last month. This is just the progress on the Center for Life building.

Transfers balance (Transfers-in = Transfers-out). Most transfers are occurring on an even monthly basis except for the Museum and Fair which are fully completed. Additionally other transfers are waiting for triggering events – Special Economic Development Fund, Facility Capital Reserve and Forest Health Program Funds.

Reserve Funds have not spent any amounts so continue to grow fund balance as amounts are transferred in and interest accumulates.

In the investing schedule, the overall budget execution is 106.3% for a total of \$295K. This amount is \$177K more than last fiscal year. Overall, the Mark-to-Market entry has still just under \$6K. At the current rate of increase, interest from investing and LGIP should reach around \$500K by the end of the fiscal year.

Reconciliations

The November reconciliations are scheduled for review on 1/28/19 along with the December reconciliations. Due to the time constraints of the holiday, the timing of the review process with the Treasurer and County Administrator was unable to happen. However, the November reconciliations are included in this packet for the BOCC to review.



Wasco County Monthly Report

General Fund Revenue - December 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	8,570,215	8,087,142	99.1%	94.3%	6.0%	483,073.47
PRIOR YEARS TAXES	280,000	126,723	105,504	45.3%	20.6%	20.1%	21,219.66
PILT	30,000	-	358	0.0%	1.2%	-100.0%	(357.91)
PROPERTY TAXES-R Total	8,958,636	8,696,938	8,193,003	97.1%	89.8%	6.2%	503,935.22
LICENSES FEES & PERMITS-R	1,121,435	579,180	483,770	51.6%	49.1%	19.7%	95,409.69
INTERGOV'T REV - NON SINGLE AUDIT-R	592,774	287,819	339,147	48.6%	65.6%	-15.1%	(51,328.39)
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	90,200	132,576	24,112	147.0%	60.0%	449.8%	108,463.65
RENTS-R	11,800	4,400	5,752	37.3%	56.8%	-23.5%	(1,352.00)
MISCELLANEOUS-R	147,801	172,071	110,194	116.4%	77.9%	56.2%	61,876.53
TRANSFERS IN-R	680,000	-	454,127	0.0%	68.4%	-100.0%	(454,126.60)
GENERAL FUND RESOURCES-R Total	11,605,846	9,872,984	9,610,106	85.1%	83.7%	2.7%	262,878.10
NON-DEPARTMENTAL RESOURCES-R Total	11,605,846	9,872,984	9,610,106	85.1%	83.7%	2.7%	262,878.10
ASSESSMENT & TAXATION-R	19,450	22,177	23,736	114.0%	114.1%	-6.6%	(1,559.71)
COUNTY CLERK-R							
COUNTY CLERK-R	163,500	74,647	84,116	45.7%	66.8%	-11.3%	(9,469.00)
ELECTIONS-R	15,800	4,886	317	30.9%	3.8%	1443.0%	4,569.78
COUNTY CLERK-R Total	179,300	79,533	84,433	44.4%	62.9%	-5.8%	(4,899.22)
SHERIFF-R	392,979	177,935	199,037	45.3%	57.3%	-10.6%	(21,102.12)
ADMINISTRATIVE SERVICES-R							



Wasco County Monthly Report General Fund Revenue - December 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	65,677	77,573	61.2%	72.3%	-15.3%	(11,895.75)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,250	1,155	5,195	92.4%	142.3%	-77.8%	(4,039.95)
FACILITIES-R	287,095	134,199	121,802	46.7%	50.1%	10.2%	12,396.49
ADMINISTRATIVE SERVICES-R Total	395,595	201,030	204,569	50.8%	57.7%	-1.7%	(3,539.21)
ADMINISTRATION-R	469,101	130,563	114,039	27.8%	40.7%	14.5%	16,524.12
DISTRICT ATTORNEY-R	221,484	69,758	71,979	31.5%	31.3%	-3.1%	(2,220.96)
PLANNING-R	161,980	260,755	93,927	161.0%	48.9%	177.6%	166,827.73
PUBLIC WORKS-R							
SURVEYOR-R	14,200	58,235	10,010	410.1%	82.0%	481.8%	48,225.00
WATERMASTER-R	1,865	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-R Total	16,065	58,235	10,010	362.5%	71.2%	481.8%	48,225.00
PREVENTION DIVISION-R	45,175	38,755	20,571	85.8%	48.6%	88.4%	18,184.07
GENERAL FUND Total	13,506,975	10,911,724	10,432,407	80.8%	79.7%	4.6%	479,317.80
Revenue Total	13,506,975	10,911,724	10,432,407	80.8%	79.7%	4.6%	479,317.80



Wasco County Monthly Report

General Fund Expense - December 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	
Expense								
GENERAL FUND								
ASSESSMENT & TAXATION-E	791,428	380,492	377,275	48.1%	49.3%	0.9%	3,217.03	
COUNTY CLERK-E								
COUNTY CLERK-E	236,970	115,608	111,778	48.8%	51.0%	3.4%	3,829.94	
ELECTIONS-E	101,438	36,366	34,296	35.9%	33.3%	6.0%	2,070.34	
COUNTY CLERK-E Total	338,408	151,974	146,074	44.9%	45.4%	4.0%	5,900.28	
SHERIFF-E								
EMERGENCY MANAGEMENT-E	96,702	44,643	45,012	46.2%	32.8%	-0.8%	(368.95)	
MARINE PATROL-E	56,154	29,972	24,969	53.4%	44.0%	20.0%	5,002.40	
LAW ENFORCEMENT-E	2,161,418	1,008,344	1,058,579	46.7%	48.3%	-4.7%	(50,234.60)	
SHERIFF-E Total	2,314,274	1,082,958	1,128,560	46.8%	47.3%	-4.0%	(45,601.15)	
ADMINISTRATIVE SERVICES-E								
INFORMATION TECHNOLOGY-E	1,044,918	575,338	459,001	55.1%	46.0%	25.3%	116,337.66	
COUNTY COMMISSION-E	215,719	108,405	102,909	50.3%	49.7%	5.3%	5,495.55	
EMPLOYEE & ADMINISTRATIVE SERVICES-E	950,953	444,506	394,061	46.7%	44.1%	12.8%	50,445.40	
FACILITIES-E	1,639,338	300,533	317,588	18.3%	34.7%	-5.4%	(17,054.71)	
ADMINISTRATIVE SERVICES-E Total	3,850,928	1,428,782	1,273,558	37.1%	42.3%	12.2%	155,223.90	
ADMINISTRATION-E								
ADMINISTRATION-E	645,665	272,341	280,928	42.2%	39.2%	-3.1%	(8,587.34)	
PASS-THROUGH GRANTS-E	321,885	67,560	64,834	21.0%	37.7%	4.2%	2,726.88	
NORCOR-E	1,352,590	687,971	848,243	50.9%	57.7%	-18.9%	(160,272.76)	
VETERANS-E	142,599	70,340	73,309	49.3%	48.2%	-4.0%	(2,968.60)	
SPECIAL PAYMENTS-E	477,746	243,962	192,430	51.1%	44.4%	26.8%	51,532.02	
ADMINISTRATION-E Total	2,940,485	1,342,175	1,459,744	45.6%	49.6%	-8.1%	(117,569.80)	



Wasco County Monthly Report General Fund Expense - December 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	
DISTRICT ATTORNEY-E	680,795	298,000	287,128	43.8%	41.0%	3.8%	10,871.43
PLANNING-E	810,905	379,710	318,210	46.8%	42.3%	19.3%	61,499.22
PUBLIC WORKS-E	47,805	22,887	21,338	47.9%	42.5%	7.3%	1,549.15
PREVENTION DIVISION-E	635,977	300,985	302,924	47.3%	49.0%	-0.6%	(1,938.95)
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	248,918	124,459	91,994	50.0%	50.0%	35.3%	32,465.52
TRANSFER TO CAP ACQUISITION FUND	850,000	425,000	700,000	50.0%	100.0%	-39.3%	(275,000.02)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	850,000	425,000	700,000	50.0%	100.0%	-39.3%	(275,000.02)
TRANSFER TO OPERATING RESERVE	850,000	425,000	700,000	50.0%	75.3%	-39.3%	(275,000.02)
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	2,845,418	1,445,959	2,238,494	50.8%	87.4%	-35.4%	(792,534.54)
GENERAL FUND EXPENDITURES-E Total	2,845,418	1,445,959	2,238,494	50.8%	87.4%	-35.4%	(792,534.54)
NON-DEPARTMENTAL EXPENDITURES-E Total	2,845,418	1,445,959	2,238,494	50.8%	87.4%	-35.4%	(792,534.54)
GENERAL FUND Total	15,256,423	6,833,921	7,553,305	44.8%	53.5%	-9.5%	(719,383.43)
Expense Total	15,256,423	6,833,921	7,553,305	44.8%	53.5%	-9.5%	(719,383.43)



Wasco County Monthly Report Public Works Revenue Expense - December 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	20,763	15,365	74.2%	43.9%	35.1%	5,397.90	
TRANSFERS IN-R	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)	
INTERNAL SERVICES-R	3,180	1,590	1,590	50.0%	50.0%	0.0%	-	
PUBLIC WORKS RESOURCES-R Total	31,180	22,353	211,613	71.7%	81.8%	-89.4%	(189,259.65)	
NON-DEPARTMENTAL RESOURCES-R Total	31,180	22,353	211,613	71.7%	81.8%	-89.4%	(189,259.65)	
PUBLIC WORKS-R								
PUBLIC WORKS-R								
LICENSES FEES & PERMITS-R	12,000	4,715	5,480	39.3%	64.5%	-14.0%	(764.75)	
INTERGOV'T REV - NON SINGLE AUDIT-R								
MOTOR VEHICLE FUNDS	2,449,182	1,054,532	810,151	43.1%	41.0%	30.2%	244,380.67	
STATE GRANT/REIMBURSEMENT	75,000	20,240	-	27.0%	0.0%	#DIV/0!	20,240.00	
STP FUND EXCHANGE	276,389	-	-	0.0%	0.0%	#DIV/0!	-	
STATE PERMITS	-	838	-	#DIV/0!	#DIV/0!	#DIV/0!	838.00	
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,800,571	1,075,610	810,151	38.4%	35.4%	32.8%	265,458.67	
INTERGOV'T REV - SINGLE AUDIT-R	553,633	175	174	0.0%	0.1%	0.3%	0.61	
MISCELLANEOUS-R	1,000	7,602	11,768	760.2%	1176.8%	-35.4%	(4,165.49)	
SALE OF FIXED ASSETS-R	10,000	5,000	401	50.0%	4.0%	1146.1%	4,598.75	
CHARGES FOR SERVICES-R	210,000	113,151	111,703	53.9%	69.8%	1.3%	1,447.95	
PUBLIC WORKS-R Total	3,587,204	1,206,254	939,678	33.6%	36.2%	28.4%	266,575.74	
WEED & PEST-R								
CHARGES FOR SERVICES-R	225,000	130,915	48,365	58.2%	22.0%	170.7%	82,550.12	



Wasco County Monthly Report Public Works Revenue Expense - December 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	
WEED & PEST-R Total	225,000	130,915	48,365	58.2%	22.0%	170.7%	82,550.12
PUBLIC WORKS-R Total	3,812,204	1,337,169	988,043	35.1%	35.1%	35.3%	349,125.86
PUBLIC WORKS FUND Total	3,843,384	1,359,522	1,199,655	35.4%	39.0%	13.3%	159,866.21
Revenue Total	3,843,384	1,359,522	1,199,655	35.4%	39.0%	13.3%	159,866.21
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,819,046	856,047	806,198	47.1%	43.0%	6.2%	49,848.61
MATERIALS & SERVICES-E	1,369,985	646,819	658,829	47.2%	52.8%	-1.8%	(12,009.44)
CAPITAL OUTLAY-E	30,000	26,588	7,659	88.6%	3.3%	247.1%	18,929.00
PUBLIC WORKS-E Total	3,219,031	1,529,454	1,472,686	47.5%	43.9%	3.9%	56,768.17
WEED & PEST-E							
PERSONAL SERVICES-E	101,551	59,106	55,701	58.2%	56.7%	6.1%	3,404.67
MATERIALS & SERVICES-E	145,600	60,258	24,057	41.4%	15.2%	150.5%	36,200.96
CAPITAL OUTLAY-E	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
WEED & PEST-E Total	247,151	119,364	79,758	48.3%	28.3%	49.7%	39,605.63
PUBLIC WORKS-E Total	3,466,182	1,648,818	1,552,444	47.6%	42.7%	6.2%	96,373.80
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	1,648,818	3,552,444	47.6%	63.0%	-53.6%	(1,903,626.20)
Expense Total	3,466,183	1,648,818	3,552,444	47.6%	63.0%	-53.6%	(1,903,626.20)



Wasco County Monthly Report

All Other Funds Revenue Expense - December 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	470,885	369,910	39.5%	35.5%	27.3%	100,974.96	
911 EQUIPMENT RESERVE	30,050	15,054	1,078	50.1%	71.8%	1297.0%	13,976.28	
CDBG GRANT FUND	5,233,605	2,089,927	10,436	39.9%	0.2%	19925.7%	2,079,491.04	
CLERK RECORDS FUND	9,700	4,613	5,208	47.6%	69.7%	-11.4%	(594.75)	
COMMUNITY CORRECTIONS FUND	1,961,772	678,663	538,210	34.6%	33.5%	26.1%	140,453.08	
COUNTY FAIR FUND	191,932	126,027	122,520	65.7%	60.6%	2.9%	3,506.61	
COUNTY SCHOOL FUND	417,765	77,826	69,607	18.6%	24.2%	11.8%	8,218.94	
COURT FACILITIES SECURITY FUND	28,000	14,010	8,994	50.0%	32.6%	55.8%	5,016.54	
DISTRICT ATTORNEY	4,130	2,440	1,630	59.1%	39.8%	49.7%	809.86	
FACILITY CAPITAL RESERVE	880,000	451,905	714,191	51.4%	100.0%	-36.7%	(262,285.73)	
FOREST HEALTH PROGRAM FUND	2,700	2,149	1,225	79.6%	322.4%	75.4%	924.22	
GENERAL FUND	13,506,975	10,911,724	10,432,407	80.8%	79.7%	4.6%	479,317.80	
GENERAL OPERATING RESERVE	923,333	453,533	715,278	49.1%	75.8%	-36.6%	(261,745.79)	
HOUSEHOLD HAZARDOUS WASTE FUND	422,800	193,782	177,751	45.8%	54.3%	9.0%	16,030.95	
KRAMER FIELD FUND	300	250	148	83.2%	90.0%	68.3%	101.31	
LAND CORNER PRESERVATION FUND	34,600	15,457	17,608	44.7%	51.0%	-12.2%	(2,150.93)	
LAW LIBRARY FUND	31,400	25,032	24,661	79.7%	80.3%	1.5%	370.87	
MUSEUM	85,500	55,798	54,442	65.3%	58.7%	2.5%	1,356.04	
PARKS FUND	88,000	51,320	48,098	58.3%	58.2%	6.7%	3,222.00	
PUBLIC WORKS FUND	3,843,384	1,359,522	1,199,655	35.4%	39.0%	13.3%	159,866.21	
ROAD RESERVE FUND	42,001	34,243	2,019,389	81.5%	100.1%	-98.3%	(1,985,146.71)	
SPECIAL ECON DEV PAYMENTS FUND	1,252,800	1,157,884	1,106,911	92.4%	89.1%	4.6%	50,972.69	
YOUTH THINK FUND	154,400	17,639	35,284	11.4%	21.9%	-50.0%	(17,645.71)	
CAPITAL ACQUISITIONS FUND	879,000	449,949	713,649	51.2%	99.8%	-37.0%	(263,700.07)	



Wasco County Monthly Report

All Other Funds Revenue Expense - December 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	
Revenue Total	31,217,648	18,659,630	18,388,290	59.8%	59.4%	1.5%	271,339.71
Expense							
911 COMMUNICATIONS FUND	1,164,917	551,159	519,615	47.3%	49.3%	6.1%	31,543.35
911 EQUIPMENT RESERVE	30,051	-	91,795	0.0%	38.0%	-100.0%	(91,795.00)
CDBG GRANT FUND	5,307,027	2,064,911	29,484	38.9%	0.5%	6903.6%	2,035,427.31
CLERK RECORDS FUND	10,217	-	755	0.0%	4.1%	-100.0%	(754.58)
COMMUNITY CORRECTIONS FUND	2,442,047	1,110,671	830,287	45.5%	45.8%	33.8%	280,384.38
COUNTY FAIR FUND	183,688	146,186	132,754	79.6%	70.9%	10.1%	13,432.57
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	376	2,482	0.9%	5.8%	-84.9%	(2,106.22)
DISTRICT ATTORNEY	16,141	3,718	6,368	23.0%	36.6%	-41.6%	(2,650.09)
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	6,833,921	7,553,305	44.8%	53.5%	-9.5%	(719,383.43)
GENERAL OPERATING RESERVE	4,420,248	-	218,205	0.0%	5.7%	-100.0%	(218,205.00)
HOUSEHOLD HAZARDOUS WASTE FUND	488,314	121,310	134,500	24.8%	37.7%	-9.8%	(13,190.06)
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	22,181	9,717	12,863	43.8%	54.9%	-24.5%	(3,145.60)
LAW LIBRARY FUND	46,364	10,929	11,094	23.6%	23.6%	-1.5%	(164.48)
MUSEUM	114,904	54,160	31,223	47.1%	29.4%	73.5%	22,936.64
PARKS FUND	117,525	35,125	27,483	29.9%	36.9%	27.8%	7,641.93
PUBLIC WORKS FUND	3,466,183	1,648,818	3,552,444	47.6%	63.0%	-53.6%	(1,903,626.20)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,570,169	35,500	1,120,968	2.3%	85.8%	-96.8%	(1,085,468.05)
YOUTH THINK FUND	168,089	59,688	58,949	35.5%	36.0%	1.3%	738.45
CAPITAL ACQUISITIONS FUND	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
Expense Total	48,604,143	12,686,189	14,608,411	26.1%	31.2%	-13.2%	(1,922,222.08)



Wasco County Monthly Report All Personnel All Funds - December 2018

Filters	
Fd	(Multiple Items)
Cat	51000

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	336,355	336,565	47.6%	49.9%	-0.1%	(210.16)
COUNTY CLERK-E	289,743	133,563	134,184	46.1%	50.4%	-0.5%	(621.30)
SHERIFF-E	2,075,933	967,959	1,013,371	46.6%	48.8%	-4.5%	(45,411.71)
ADMINISTRATIVE SERVICES-E	1,854,057	909,262	835,681	49.0%	49.4%	8.8%	73,581.06
ADMINISTRATION-E	124,521	62,091	67,032	49.9%	49.2%	-7.4%	(4,940.90)
DISTRICT ATTORNEY-E	563,767	274,040	258,262	48.6%	42.7%	6.1%	15,777.60
PLANNING-E	758,854	346,740	306,358	45.7%	45.0%	13.2%	40,381.57
PUBLIC WORKS-E	36,575	17,958	18,431	49.1%	48.1%	-2.6%	(472.61)
PREVENTION DIVISION-E	602,885	291,288	287,215	48.3%	49.5%	1.4%	4,072.90
GENERAL FUND Total	7,012,784	3,339,256	3,257,100	47.6%	48.3%	2.5%	82,156.45
PUBLIC WORKS FUND	1,920,597	915,152	861,899	47.6%	43.7%	6.2%	53,253.28
911 COMMUNICATIONS FUND	865,287	437,882	419,571	50.6%	49.0%	4.4%	18,310.67
COMMUNITY CORRECTIONS FUND	792,121	367,342	347,063	46.4%	47.7%	5.8%	20,279.16
COUNTY FAIR FUND	15,097	8,258	10,341	54.7%	48.4%	-20.1%	(2,082.57)
HOUSEHOLD HAZARDOUS WASTE FUND	152,189	44,773	50,444	29.4%	54.7%	-11.2%	(5,671.17)
LAND CORNER PRESERVATION FUND	16,581	8,167	10,363	49.3%	57.8%	-21.2%	(2,195.58)
MUSEUM	39,254	17,507	17,625	44.6%	51.2%	-0.7%	(118.25)
PARKS FUND	35,230	17,554	12,723	49.8%	48.7%	38.0%	4,831.27
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	83,046	41,291	39,065	49.7%	49.7%	5.7%	2,226.24
Expense Total	10,932,186	5,197,183	5,026,193	47.5%	47.5%	3.4%	170,989.50



Wasco County Monthly Report

All Materials Services for All Funds - December 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	44,137	40,710	51.9%	44.8%	8.4%	3,427.19
COUNTY CLERK-E	48,664	18,411	11,890	37.8%	21.3%	54.9%	6,521.58
SHERIFF-E	238,341	114,999	115,189	48.2%	44.6%	-0.2%	(189.44)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	410,293	204,767	232,591	49.9%	56.4%	-12.0%	(27,824.19)
EMPLOYEE & ADMINISTRATIVE SERVICES-E	110,518	37,823	26,122	34.2%	19.7%	44.8%	11,700.66
FACILITIES-E							
ADMINISTRATION-E	2,695,964	1,280,055	1,359,035	47.5%	51.3%	-5.8%	(78,980.40)
DISTRICT ATTORNEY-E	117,028	23,960	28,866	20.5%	30.1%	-17.0%	(4,906.17)
PLANNING-E	52,051	32,970	11,852	63.3%	16.7%	178.2%	21,117.65
PUBLIC WORKS-E	11,230	4,929	2,907	43.9%	24.4%	69.5%	2,021.76
PREVENTION DIVISION-E	33,092	9,696	15,708	29.3%	41.0%	-38.3%	(6,011.85)
GENERAL FUND Total	4,142,500	1,922,197	2,001,484	46.4%	47.8%	-4.0%	(79,286.95)
PUBLIC WORKS FUND	1,515,585	707,078	682,886	46.7%	48.6%	3.5%	24,191.52
911 COMMUNICATIONS FUND	226,297	98,276	100,044	43.4%	50.5%	-1.8%	(1,767.32)
CLERK RECORDS FUND	10,217	-	717	0.0%	5.3%	-100.0%	(716.76)
COMMUNITY CORRECTIONS FUND	1,649,926	743,329	483,224	45.1%	48.3%	53.8%	260,105.22
COUNTY FAIR FUND							
ADMINISTRATION-E	168,590	137,928	122,413	81.8%	73.8%	12.7%	15,515.14
COUNTY FAIR FUND Total	168,590	137,928	122,413	81.8%	73.8%	12.7%	15,515.14
COUNTY SCHOOL FUND	443,115	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	376	2,482	0.9%	5.8%	-84.9%	(2,106.22)
DISTRICT ATTORNEY	16,141	3,718	4,568	23.0%	29.3%	-18.6%	(850.09)



Wasco County Monthly Report

All Materials Services for All Funds - December 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	
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	299,125	76,537	84,056	25.6%	33.2%	-8.9%	(7,518.89)
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	5,500	1,550	-	28.2%	0.0%	#DIV/0!	1,549.98
LAW LIBRARY FUND	46,364	10,929	11,094	23.6%	23.6%	-1.5%	(164.48)
MUSEUM	69,150	36,652	12,597	53.0%	17.5%	191.0%	24,054.89
PARKS FUND	62,295	17,571	14,760	28.2%	30.5%	19.0%	2,810.66
SPECIAL ECON DEV PAYMENTS FUND	975,169	30,500	666,141	3.1%	93.0%	-95.4%	(635,641.45)
WEED & PEST CONTROL FUND	-	-	92	#DIV/0!	#DIV/0!	-100.0%	(92.40)
YOUTH THINK FUND	85,043	18,397	19,885	21.6%	23.4%	-7.5%	(1,487.79)
Expense Total	9,791,868	3,805,039	4,206,444	38.9%	48.9%	-9.5%	(401,404.94)



Wasco County Monthly Report All Capital for All Funds - December 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	126,509	56,228	10.1%	9.2%	125.0%	70,281.61
PUBLIC WORKS FUND	30,000	26,588	7,659	88.6%	2.9%	247.1%	18,929.00
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	-	1,000	0.0%	50000.0%	-100.0%	(1,000.00)
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	-	-	38	#DIV/0!	0.8%	-100.0%	(37.82)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
911 EQUIPMENT RESERVE	30,051	-	91,795	0.0%	51.1%	-100.0%	(91,795.00)
FACILITY CAPITAL RESERVE	4,243,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,420,248	-	218,205	0.0%	5.7%	-100.0%	(218,205.00)
CDBG GRANT FUND	5,307,027	2,064,911	29,484	38.9%	0.5%	6903.6%	2,035,427.31
Expense Total	24,280,263	2,218,008	678,246	9.1%	3.0%	227.0%	1,539,762.10

Wasco County Monthly Report

Transfers In Out for All Funds - December 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	
Transfer In								
911 COMMUNICATIONS FUND	248,918.00	124,459.02	91,994	50.0%	37.4%	35.3%	32,465.52	
911 EQUIPMENT RESERVE	30,000.00	15,000.00	-	50.0%	#DIV/0!	#DIV/0!	15,000.00	
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-	
FACILITY CAPITAL RESERVE	850,000.00	424,999.98	700,000	50.0%	100.0%	-39.3%	(275,000.02)	
GENERAL FUND	680,000.00	-	454,127	0.0%	68.4%	-100.0%	(454,126.60)	
GENERAL OPERATING RESERVE	893,333.00	424,999.98	700,000	47.6%	75.3%	-39.3%	(275,000.02)	
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-	
PUBLIC WORKS FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)	
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)	
CAPITAL ACQUISITIONS FUND	850,000.00	424,999.98	700,000	50.0%	100.0%	-39.3%	(275,000.02)	
Transfer In Total	3,603,752.00	1,465,958.96	4,892,278	40.7%	88.8%	-70.0%	(3,426,318.69)	
Transfer Out								
911 COMMUNICATIONS FUND	73,333.00	15,000.00	-	20.5%	#DIV/0!	#DIV/0!	15,000.00	
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	1,445,958.96	2,238,494	50.8%	87.4%	-35.4%	(792,534.54)	
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	454,827	0.8%	77.1%	-98.9%	(449,826.60)	
WEED & PEST CONTROL FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)	

Wasco County Monthly Report
Transfers In Out for All Funds - December 2018

Transfer Out Total	3,603,752.00	1,465,958.96	4,892,278	40.7%	88.8%	-70.0%	(3,426,318.69)
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Wasco County Monthly Report Reserve Funds - December 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	451,905	714,191	51.4%	100.0%	-36.7%	(262,285.73)
GENERAL OPERATING RESERVE	923,333	453,533	715,278	49.1%	75.8%	-36.6%	(261,745.79)
ROAD RESERVE FUND	42,001	34,243	2,019,389	81.5%	100.1%	-98.3%	(1,985,146.71)
CAPITAL ACQUISITIONS FUND							
NON-DEPARTMENTAL RESOURCES-R	879,000	449,949	713,649	51.2%	99.8%	-37.0%	(263,700.07)
CAPITAL ACQUISITIONS FUND Total	879,000	449,949	713,649	51.2%	99.8%	-37.0%	(263,700.07)
Revenue Total	2,724,334	1,389,629	4,162,507	51.0%	94.8%	-66.6%	(2,772,878.30)
Expense							
FACILITY CAPITAL RESERVE	4,258,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,420,248	-	218,205	0.0%	5.7%	-100.0%	(218,205.00)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND							
ADMINISTRATION-E							
CAPITAL ACQUISITIONS-E							
CAPITAL OUTLAY-E							
EQUIPMENT - CAPITAL	2,000,000	-	-	0.0%	0.0%	#DIV/0!	-
BLDG IMPROVEMENT	2,011,036	-	273,838	0.0%	#DIV/0!	-100.0%	(273,838.00)
CAPITAL OUTLAY-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
CAPITAL ACQUISITIONS-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
ADMINISTRATION-E Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
CAPITAL ACQUISITIONS FUND Total	4,011,036	-	273,838	0.0%	7.4%	-100.0%	(273,838.00)
Expense Total	17,604,937	-	492,043	0.0%	3.1%	-100.0%	(492,043.00)



Wasco County Monthly Report Investing for All Funds - December 2018

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							
911 COMMUNICATIONS FUND	155	237	364	152.6%	234.8%	-35.0%	(127.38)
911 EQUIPMENT RESERVE	50	54	1,078	107.8%	71.8%	-95.0%	(1,023.72)
CDBG GRANT FUND	200	575	369	287.5%	184.6%	55.7%	205.77
CLERK RECORDS FUND	300	268	161	89.2%	91.9%	66.4%	106.74
COMMUNITY CORRECTIONS FUND	10,000	8,884	4,863	88.8%	121.6%	82.7%	4,020.55
COUNTY FAIR FUND	864	560	416	64.8%	88.4%	34.8%	144.55
COUNTY SCHOOL FUND	200	358	130	179.2%	65.1%	175.3%	228.22
COURT FACILITIES SECURITY FUND	1,000	1,154	575	115.4%	143.7%	100.9%	579.80
DISTRICT ATTORNEY	130	102	69	78.3%	68.6%	48.3%	33.14
FACILITY CAPITAL RESERVE	30,000	27,616	14,191	92.1%	101.4%	94.6%	13,424.96
FOREST HEALTH PROGRAM FUND	2,700	2,195	1,225	81.3%	322.4%	79.2%	970.28
GENERAL FUND	90,000	132,361	24,086	147.1%	60.2%	449.5%	108,274.95
GENERAL OPERATING RESERVE	30,000	29,289	15,278	97.6%	109.1%	91.7%	14,010.80
HOUSEHOLD HAZARDOUS WASTE FUND	2,500	2,735	1,183	109.4%	78.9%	131.2%	1,552.22
KRAMER FIELD FUND	300	255	148	85.2%	90.0%	72.1%	107.05
LAND CORNER PRESERVATION FUND	600	509	256	84.8%	51.3%	98.6%	252.55
LAW LIBRARY FUND	1,400	1,068	669	76.3%	95.5%	59.8%	399.56
MUSEUM	2,000	1,810	1,118	90.5%	93.1%	62.0%	692.77
PARKS FUND	2,000	1,930	1,020	96.5%	177.4%	89.2%	910.15
PUBLIC WORKS FUND	28,000	22,964	15,365	82.0%	43.9%	49.5%	7,598.65
ROAD RESERVE FUND	42,000	35,065	19,389	83.5%	114.1%	80.8%	15,675.53
SPECIAL ECON DEV PAYMENTS FUND	2,800	4,133	2,084	147.6%	94.7%	98.3%	2,049.11
WEED & PEST CONTROL FUND	-	-	(2)	#DIV/0!	#DIV/0!	-100.0%	1.57



Wasco County Monthly Report Investing for All Funds - December 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	
YOUTH THINK FUND	900	609	408	67.7%	#DIV/0!	49.2%	201.06
CAPITAL ACQUISITIONS FUND	29,000	25,625	13,649	88.4%	91.0%	87.7%	11,976.05
INTEREST EARNED Total	277,099	300,358	118,093	108.4%	79.0%	154.3%	182,264.93
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	174	26	87.0%	12.8%	578.4%	148.36
MARK-TO-MARKET	-	(5,772)	-	#DIV/0!	#DIV/0!	#DIV/0!	(5,772.37)
Revenue Total	277,299	294,759	118,118	106.3%	78.9%	149.5%	176,640.92



CONSENT AGENDA

[MINUTES](#)

[REAPPOINTMENTS](#)



CONSENT ITEM

Minutes

[12.12.2018 WORK SESSION](#)

[12.19.2019 REGULAR SESSION](#)

[1.7.2019 SPECIAL SESSION](#)



WASCO COUNTY BOARD OF COMMISSIONERS
WORK SESSION
DECEMBER 12, 2018

PRESENT: Steve Kramer, Chair (present for last half hour)
Scott Hege, Vice-Chair
Rod Runyon, County Commissioner

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

At 9:05 a.m. Vice-Chair Hege opened the Work Session.

Community Planning Assistance for Wildfire – Final Report

Senior Planner William Smith stated that the CPAW Grant awarded to Wasco County was to assist the Planning department in developing strategies for wildfire prevention and resiliency. The work is complete and a recommendations report (attached) has been submitted. He introduced CPAW Project Manager Kelly Johnston to present their findings.

Mr. Johnston reviewed the report using a visual presentation (attached); he and his team answered questions throughout the presentation.

Vice-Chair Hege asked if the issues of wildfire in agricultural areas a common one. Mr. Johnston replied that regulations have a significant impact on fire management in agricultural areas. He noted that Wasco is the first county they have worked with to have so much agricultural land. Mr. Smith commented that the lack of pre-set fire breaks made this summer's fires very difficult to manage.

Firefighter representative (Dan) said that it is an issue; when farmers rotated crops and tilled, it was easier to manage fires. Environmental regulations prevent farmers from dragging rings around cropland to create firebreaks. Commissioner Runyon observed that it took a number of years under the no-till policy to create the circumstances that now exist.

WASCO COUNTY BOARD OF COMMISSIONERS
WORK SESSION
DECEMBER 12, 2018
PAGE 2

Mr. Stone asked where we find the balance between what the fire protection agencies want: cinder block and metal roofs that are not always aesthetically pleasing, and what the environmentalists want: all natural materials that can be highly combustible.

Dan responded that as more people move out of the highly regulated urban areas into the more rural areas, they are creating micro-cities where home to home and home to wildland ignition are significant concerns. Mr. Johnston said that there are now many building materials available that mimic more “natural” products but are fire resistant or fire-proof. Research has revealed that there is virtually no cost difference to use these materials but they are not always readily available. If builders begin to use these materials, the local retailers will start carrying them.

Vice-Chair Hege asked where this report fits into the Land Use & Development Ordinance (LUDO) updates. Planning Director Angie Brewer replied that Comprehensive Plan, LUDO and Natural Hazards Mitigation Plan are overlapping documents. Vice-Chair Hege asked how we achieve compliance with building standards. Ms. Brewer said that we do have the authority to enforce the rules but not the staff to do it. She said that we require homeowners to self-certify but they do not always do that. Dan added that it is not always the initial build that is the problem but follow-up maintenance that is not reported – for instance the original roof may have met standards but the replacement years later does not.

Mr. Stone expressed concern that some of the maps available in the report could be used by an arsonist to target activity for highest damages. Eva Carrow, CPAW analyst and creator of the hazard map, responded that almost anyone with GIS software could create the hazard map. Dan added that arsonists are opportunists and not likely to use this level of technology. Ms. Carrow added that there are not enough pixels in the map to identify specific properties.

Mr. Johnston concluded by saying that although the report is complete, their work with the county is not. He said that they will provide supplemental support for another year and help solutions and measuring successes. Ms. Brewer commented that we know we cannot prevent catastrophic events; the goal is to create resiliency so that people do not move away.

Further discussion ensued regarding insurance costs and changes to state Building Codes regulations. Mr. Johnston reported that the numbers of homes

WASCO COUNTY BOARD OF COMMISSIONERS
WORK SESSION
DECEMBER 12, 2018
PAGE 3

being lost to wildfire has significantly increase over the last 20 years and people move out into wildland areas. He said that a new chapter to State Building Codes is being proposed as an optional set of codes for fire resistant materials. Counties can opt into the chapter should it be adopted. Mr. Stone pointed out that counties will bear a cost to enforce such regulations.

Vice-Chair Hege asked how we will get this information out to the public. Ms. Brewer responded that as part of the process of implementing recommendations, Planning can develop an outreach program. She noted that they already have plans for a press release.

Vice-Chair Hege adjourned the session at 11:30 a.m.

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 19, 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. He said he wanted to take a moment to recognize the contributions made over the past 8 years by outgoing Commissioner Rod Runyon. He presented Commissioner Runyon with an appreciation award on behalf of Wasco County and its citizens.

Public Comment – Apprenticeships

Terry Casey from International Union of Operating Engineers Local 701 said that they are asking that the County use apprentices for construction projects in order to provide access to trade careers for local students who do not want to pursue college but want a career.

Public Comment – Columbia Basin Nursing Facility

Commissioner Runyon announced that Columbia Basin Nursing Home was recently recognized by US News and World Report as one of the highest performing nursing homes in the country. He noted that the Board of the facility, along with staff, strives to provide the best possible care at the lowest cost to their residents.

Introduction

Chair Kramer introduced Caleb Lindquist as a new reporter from The Dalles Chronicle. Mr. Lindquist said that this is his first journalism position; he went to school in Illinois.

Discussion Item – ORMAP Agreement

Survey and Engineering Technician Ivan Donahue stated that the ORMAP program is designed to remap all tax lots in the county to bring the tax lot maps into better alignment with their location in the real world – to within one foot of their actual location on the ground. He said that this is the sixth grant for which we have applied and been awarded the full amount requested. He stated that the project as a whole will take another seven years to complete.

Mr. Donahue went on to say that much of the grant funding will go to Lane County to convert the data points gathered here into a map. This particular grant cycle will be to map the Tygh Valley area and collect data points for Wamic, Pine Hollow and the Rock Creek Reservoir.

Vice-Chair Hege noted that there is a substantial swath of land designated as exception area; he asked what that is. Mr. Donahue replied that it is the national forest and Warm Springs Reservation. County Surveyor Brad Cross explained that there are no tax lots in those areas to survey therefore no data points to be gathered and mapped. Vice-Chair Hege asked if the boundaries for those areas are accurate. Mr. Cross replied that they are relatively accurate.

Vice-Chair Hege asked if the completed mapping is currently available on the County's GIS map program. Mr. Donahue replied that it is. He said that it takes about a year from the time we submit the data to get the map. Mr. Cross added that the process has been accelerated as in the beginning it took about 18 months.

{{{Commissioner Runyon moved to approve Department of Revenue ORMAP Intergovernmental Agreement #3745-18. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – Maupin Letter of Support

Maupin Mayor Lynn Ewing said that they are continuing to work on funding for the Maupin Library project. He said that they are applying for a Ford Family Foundation Grant and would like a letter of support from the County. He said that 10 years ago the City of Maupin began looking at how to improve the library and raised over \$100,000 through private donations; they have been seeking grants to support the project which will include city hall and a community center.

{{{Commissioner Runyon moved to approve the letter of support for the

Maupin Library Project Ford Family Foundation grant application with any changes deemed appropriate by the Maupin City Mayor. Vice-Chair Hege seconded the motion which passed unanimously.}}

Mayor Ewing announced that they have a new Library Advisory Committee. He explained that they did not receive the Collins Award in large part because the only citizens with input on the decisions regarding the project were Maupin residents. The foundation wanted to see broader participation from all the areas being served by the library. He stated that the newly-formed committee will be made up of citizens in and out of Maupin and will advise the Council on decisions associated with the project.

Discussion List – Election of Chair and Vice-Chair for 2019

{{{Commissioner Runyon moved to have Chair Kramer serve a second year as Chair. Vice-Chair Kramer Hege seconded the motion which passed with two votes and one abstention by Chair Kramer.}}}

{{{Chair Kramer moved to have Vice-Chair Hege continue through our informal 2-year process to serve as Vice-Chair. Commissioner Runyon seconded the motion which passed with two votes and an abstention by Vice-Chair Hege.}}}

Commissioner Runyon commented that when he proposed having a Vice-Chair it was intended to create a smooth process when the Chair is unable to attend a meeting; it is not intended as a line of succession.

Consent Agenda – 12.5.2018 Regular Session Minutes

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

Continuation of Public Comment - Union Apprentice Program

Vice-Chair Hege asked Mr. Casey to expand on his earlier comments, asking if he is involved with the planned skills center at Columbia Gorge Community College. Mr. Casey said that he does outreach to schools to show the kids a way into a career in the trades. He said that he is working with the college but they are a little different as they take your money to teach you how to do something. He stated that the union program is a little different - it is for those who cannot afford to go to college. He said that they want to bring in kids to an earn-as-you-learn opportunity

– they get benefits and a pension. He explained that the goal is to have local construction projects use accredited apprentices to provide those opportunities. The kids train on real equipment and the program is supported by many partners.

Vice-Chair Hege asked how a young person can engage in the program. Mr. Casey replied that they can contact him directly. He added that he is working to get into the middle and elementary schools where he can take kids on field trips to see the training centers and be inspired to think about the trades as a career avenue.

Mr. Stone asked if there is a pathway during the summer break to get some real work experience as they move through this. Mr. Casey replied that there are but it is complicated by state licensing requirements to run heavy equipment; some of the other trades do not have that restriction.

Agenda Item – Wasco County Periodic Review: Goals 2, 3, 6 & 9

At 9:30 a.m. Chair Kramer opened a public hearing for 921-18-000098, 921-18-000099, 921-18-000100 and 921-18-000108 review of a recommendation made by the Wasco County Planning Commissioner for a legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan, Wasco County 2040. Proposed are amendments to Chapter 6, 9, 2 and 3, respectively. Amendments also include the adoption of a new format for the plan. These amendments relate to work tasks #5, 6, 7 and 8 of Wasco County's Periodic Review to update the Comprehensive Plan. The proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

Chair Kramer explained the procedure to be followed during the hearing and asked the following questions:

Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.

Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.

Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Long-Range Planner Kelly Howsley-Glover reviewed the presentation and staff report included in the Board Packet, saying that the overarching goal in this process is to create transparency and a better understanding of the rules. In all cases, they are trying to bring the plan in alignment with current circumstance and current state regulations.

Dr. Howsley-Glover went on to say that they have taken the public comment and applied that to their work. For instance, there is a big concern around water quality and quantity but little interest in additional water conservation rules/regulations. What the public expressed was a need for more education – the plan will now include language to support a public education component in conjunction with partner agencies. Language has also been added to address the trend toward home-based businesses.

Vice-Chair Hege asked if the historical contention regarding the parcel size for agricultural lands has been addressed. Dr. Howsley-Glover replied that it will be covered in the next round of public outreach and plan revisions; parcel size will be the “hot” topic for 2019 and will be addressed in the plan and eventually in the Land Use and Development Ordinance.

Commissioner Runyon said that he wants to reiterate that in cases where we are more restrictive than the state we should make a careful examination to determine if that is necessary – we should not be more restrictive than the state. Dr. Howsley-Glover replied that a consultant team compared and contrasted to identify areas where we are out of sync with the state; staff has also done some evaluations with that in mind which provides a good framework for these conversations.

Chair Kramer opened the floor to public comment – there was none.

Vice-Chair Hege read the title of the proposed ordinance into the record: In the matter of the Wasco County Planning Commission’s request to approve proposed periodic review legislative amendments to update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, the Comprehensive Plan (File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108) Ordinance 19-001

Chair Kramer announced that the second hearing to consider passage of Ordinance 19-001 will be held in Room 302 of the Wasco County Courthouse at

9:30 a.m. on January 16, 2019.

Chair Kramer closed the hearing at 9:54 a.m.

Agenda Item – Watershed Council Coordinating Board Annual Report

Pat Davis, Chair of the Wasco County Watershed Coordinating Council, said that he and Wasco County Soil and Water Conservation District Watershed Coordinator Abbie Forrest are here to update the Board of Commissioners regarding watershed council activities over the last year. He explained that the Coordinating Board was formed to alleviate redundant paperwork and coordinate efforts throughout the county. He said that the two co-chairs for each watershed council sit on the Coordinating Board which meets monthly.

Mr. Davis and Ms. Forrest reviewed the report included in the Board Packet. Vice-Chair Hege asked how the new regulations for well control are working for the Mosier water problems. Ms. Forrest replied that the regulations in that area aren't working well and didn't help with this situation.

Vice-Chair Hege asked about the USDA loan for the project. Mr. Davis replied that it will cover about 25% of the cost. He said that not all of the wells have been examined as they are looking at them on a voluntary basis; the community is hesitant to invite people to look at their wells when there are no funds set aside to fix problems that are uncovered upon inspection. He said that he believes the Oregon Water Resource Department will eventually take authority to do that. He added that once the aquifers increase, it could solve the issues that currently exist with those wells. Ms. Forrest added that the wells they are working on now are the worst offenders. She said the problem is that the ORWD was not working hand in hand with the well contractors – they have to work together to prevent future problems.

Mr. Davis and Ms. Forrest continued their review of the report and thanked the Board for their support during the catastrophic summer fire season.

Agenda Item – Bakeoven Solar Project

Planning Director Angie Brewer stated that a public notice has been sent regarding this project application. Commissioner Runyon asked what the timeline is for the project. Ms. Brewer directed the Board's attention to the handout (attached) and said that it is a slow process – at least multi-year – but it isn't certain

until they see the whole packet.

Vice-Chair Hege asked what the County's role is in this process. Ms. Brewer responded that the owners have to comply with regulations and will need feedback from staff; Planning can help them add things to make sure they meet our needs and requirements for a smoother process.

Vice-Chair Hege asked if the State does all the work on this with our input. Ms. Brewer replied that the State solicits feedback from us and our technical assistance to let them know if the owners are in compliance.

Vice-Chair Hege asked about the maps included in the Board Packet saying that it doesn't seem like they will be blanketing all the acres with panels. Ms. Brewer concurred; there is some flexibility and talk of future expansion which would require further review.

Ms. Brewer asked the Board for specific comments to be submitted to the state; the submission deadline is January 11, 2019. Vice-Chair Hege said that he is generally supportive; Chair Kramer said that he wants to keep fire concerns at the forefront.

*****The Board was in consensus to have staff move forward with the letter of intent for the Bakeoven Solar Project application.*****

Agenda Item – Building Codes

Ms. Brewer reviewed her report (attached). Mr. Stone said that his guess as to why the state recently decreed to not allow dual discipline inspections stems from union issues and it will be resolved through negotiations. He added that if we have the program it may not apply to us as we will not be party to the state's union contract. Human Resources Director Nichole Biechler stated that she spoke to an official at the state this morning and it is a union classification concern – their structural engineers are paid at a lower wage than the electrical and plumbing inspectors; right now it is a budgetary issue for the state.

Mr. Stone pointed out that the state has a deeper staffing pool that we can have. Ms. Brewer noted that since we cannot know what our staffing needs will be, she has built one for each specialty plus a building official and support staff. She added that there will also be additional work being done by existing County staff; the local State office has staffing out of their other offices – we have no tabulation for that.

Commissioner Runyon explained that the reason for the expansion of the building is that we had to move others into already occupied spaces in order to make room for Building Codes, adding that remodels do not happen overnight. Ms. Brewer agreed, saying that we would have to have temporary spaces while the remodel took place. Commissioner Runyon noted that it is not clear, if we take the program, whether we would have to open the doors on January 1st. Mr. Stone commented that he thinks the State will support a transition period. Ms. Brewer pointed out that they did so when Hood River took the program.

Ms. Brewer went on to say that our salary numbers look different than the State's or MCCOG's; if we pay less, then we will have a more difficult time recruiting. She pointed out that the State is struggling to hire and has significant vacancies on their staff. Mr. Stone stated that he still has questions about the salary calculations – it needs more work. He said that we will not hire at the rates shown in this report.

Vice-Chair Hege asked why the HR Answer numbers are not more in line with the market rate. Mr. Stone replied that it definitely needs more work to clear up the inequities. He stated that his concern is that the potential salaries will be over a half a million dollars a year and there are three years in the data where the fees did not cover those salaries. Vice-Chair Hege pointed out that the average over six years would have been enough. He said that he understands that it is not something we can count on but he is more concerned about the staffing numbers – operating with ten to eleven staff is not viable.

Mr. Stone agreed that the staffing piece is the biggest concern; we will have to beef up the Planning staff in order to be able to manage this – that is a general fund cost. He cautioned that we could get five or ten years down the road and have to ask for major rate increases.

Ron Hageman of Hageman Builders said that he has not heard anything about plan reviews; he reported long turn-around times which significantly slows his work and could potentially put construction companies out of business. Vice-Chair Hege asked what his preference would be for management of the program. Mr. Hageman responded that he would like the County to take the program. He complained that this has been a topic of discussion for three years and a decision is past due – this has to get fixed.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 19, 2018
PAGE 9

Commissioner Runyon observed that this is a core service of the State; if we take it over, we still have to follow their rules.

David Bustos of Bustos Construction reported that it took three months to get a permit for one house which pushed them into paying overtime in order to complete construction before bad weather set in. He noted that the program under MCCOG ran well with just five people.

Ron Nelson of Oregon Equipment said that he appreciates the County trying to be fiscally responsible. He said the industry representatives in the room are trying to do things right but when people get frustrated with the system, they go forward without permits. He pointed out that when workers get laid off, they go to Portland for work and do not come back – they need to work.

Vice-Chair Hege asked Mr. Nelson if he wants the County to take the program or to put more pressure on the State for better service. Mr. Nelson replied that he thinks we would be better off to create a plan and take over the program. Vice-Chair Hege commented that he thinks we will have more autonomy but he wants to make sure we staff the program appropriately to give good service without bankrupting the program.

County Clerk Lisa Gambée stated that she and her husband have been remodeling a house; one of the things that was great about the state program was that cross-inspections could be done. She said that it is a concern that the State is requiring separate inspectors.

A representative of MBR Construction asked if there are resources left from MCCOG that could be used. Chair Kramer replied that there is \$4 million slated for building codes but it will have to be divided among the four partner counties. He said that Wasco County has tried to come up with equitable percentages so that we can move forward but information has surfaced indicating that Sherman County may contest any division of the funds.

Ms. Brewer said that one solution could be to include the partner counties in Building Codes. The MBR representative asked if the partner counties could pay into the administrative costs. Chair Kramer responded that we tried that but the other counties refused. Vice-Chair Hege observed that there are differences of opinion and some are more open to working with us. He said that he is hopeful that

we can come to an agreement. He pointed out that while the other counties have a need for these services, it is not as great as our need.

Wayne Lease asked if MCCOG has completed their final dissolution. Chair Kramer replied that they have not but it really has no impact on this discussion.

Commissioner-Elect Kathy Schwartz noted that there will be new commissioners taking seats in the partner counties which will afford an opportunity to go back to the table for discussion.

Vice-Chair Hege said that if there are 6-7 full-time employees it is about \$700,000 per year and gives us some flexibility. He said that the \$4 million could help get it off the ground but it seems critical that all four counties work together – it will fall apart if there is contention. He pointed out that if it does not work, we can always give it back to the State. He stated that while it is complicated, it is not rocket science. He said that it is impacting businesses in our community and there is nothing he sees from the State that is encouraging. He concluded by saying that an office in the Dalles has always been the goal but we have never run this program – the construction community should expect some bumps along the way.

{{{Commissioner Runyon moved that Wasco County accept the Building Codes program to be run by Wasco County and for staff to negotiate an acceptable transition period. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Prevention Coordinator Debby Jones came forward to recognize Commissioner Runyon's years of service to the youth of Wasco County and his continued support of the Youth Think programs. She presented him with a certificate of appreciation and said she looks forward to continuing to work with him in his role as City Councilman.

Chair Kramer recessed the session at 11:49 a.m.

Agenda Item – SOAK Outdoor Mass Gathering Permit Application

At 6:00 p.m., Chair Kramer opened the public hearing for 921-18-000183-PLNG: a request for an Outdoor Mass Gathering permit for a music and art festival entitled "SOAK 2019" May 23-27, 2019. He explained the process for the hearing and asked the following questions:

- Do any Commissioners wish to disqualify themselves for any personal or financial interest in this matter? There were none.
- Does any member of the audience wish to challenge the right of any Commissioner to hear this matter? There were none.
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.
- Do any Commissioners need to disclose *ex-parte* contacts? There were none

Chair Kramer noted that Vice-Chair Hege could not attend this evening's hearing.

Senior Planner Will Smith reviewed the report included in the Board Packet saying that the applicant has met or demonstrated the ability to meet all the requirements of the permit. He stated that staff recommends approval with stated findings and conditions.

Chair Kramer asked the applicant to present any further information.

Representatives of Precipitation Northwest, event organizers, said they are pleased to return for a fifth year and have developed a stable relationship with the Justesens who own the event site. They reported that they have made some policy adjustments to bring down the noise level of the event and contacted locals for feedback which has been positive.

Commissioner Runyon asked about the garbage and trash collection for the event. The organizers responded that they have a leave-no-trace policy – attendees pack it in and pack it out. They stated that they have stopped having a dumpster on site as it is never used; once the event is completed there is a team that does a line sweep of the site picking up items as small as sequins.

Commissioner Runyon asked about arrangements for medical needs. The organizers replied that they have hired a team with certified medics – 6 on duty around the clock – as well as a physician's assistant. In addition, there is medically trained staff roaming the area throughout the event.

Commissioner Runyon asked about fire prevention/suppression measures. The

organizers stated that they have a good relationship with the Tygh Valley Volunteer Fire Department which is on site for all burns and gives the greenlight for any ignitions. In addition there is trained staff on-site throughout the event, as well as a high pressure water truck.

Commissioner Runyon asked if there have been any other changes. The organizers responded that they determined that the exodus process was too long; it has been adjusted for a smoother process.

Chair Kramer opened the floor to anyone wishing to speak in favor of the permit. There were none.

Chair Kramer opened the floor to anyone wishing to speak in opposition of the permit. There were none.

Chair Kramer closed the floor to public testimony and opened deliberations, reading the options included in the staff report.

{{{Commissioner Runyon moved to approve Order 18-099 approving an Outdoor Mass Gathering as proposed in file number 921-18-000183-PLNG, and accept the findings and conditions contained in the Summary and Staff Report dated December 19, 2019. Chair Kramer seconded the motion which passed unanimously.}}}

Chair Kramer closed the hearing and Board Session at 6:18 p.m.

Summary of Actions

MOTIONS

- **To accept the Building Codes program to be run by Wasco County and for staff to negotiate an acceptable transition period.**
- **To approve the letter of support for the Maupin Library Project Ford Family Foundation grant application with any changes deemed appropriate by the Maupin City Mayor.**
- **To have Chair Kramer serve a second year as Chair.**
- **To have Vice-Chair Hege continue through our informal 2-year process to serve as Vice-Chair.**
- **To approve the Consent Agenda – 12.5.2019 Regular Session Minutes.**

- **That Wasco County accept the Building Codes program to be run by Wasco County and for staff to negotiate an acceptable transition period.**
- **To approve Order 18-099 approving an Outdoor Mass Gathering as proposed in file number 921-18-000183-PLNG, and accept the findings and conditions contained in the Summary and Staff Report dated December 19, 2019.**

CONSENSUS

- **To have staff move forward with the letter of intent for the Bakeoven Solar Project application.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JANUARY 7, 2019

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Kathy Schwartz, County Commissioner

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

At 9:05 a.m. Chair Kramer opened the Special Session with the Pledge of Allegiance. Chair Kramer offered a warm welcome to newly-installed Commissioner Kathy Schwartz

Agenda Item – Lone Pine Subdivision Plat

Developer Eric Kerr explained that there are 51 lots in the development; this is a plat for 18 of those lots on which the work has been completed. This is the last step before offering the single-family dwelling lots for sale. He said that they have been preparing the remaining lots and will plat them in the near future.

County Assessor Jill Amery encouraged the Board to visit the site, saying that it has been beautifully developed.

Commissioner Schwartz asked if there is a homeowners association for the development. Mr. Kerr responded affirmatively. She asked if the lots are sold and then homes built and if so, are there building standards. Mr. Kerr responded that the lots are sold and then homes built. He said that there is flexibility in what is built on the lots but it must meet the standards of the review committee. He added that the development is outside the Scenic Area and therefore not subject to those restrictions.

{{Vice-Chair Hege moved to approve the plat for the Lone Pine Village Phase B to include 18 residential lots and 3 tracts for future development and 1 tract

of undeveloped land. Commissioner Schwartz seconded the motion which passed unanimously.}}

Mr. Kerr thanked the Board for holding the special session to allow them to move forward. Vice-Chair Hege responded that the Board is happy to help; it is a very exciting project.

Agenda Item – Maupin Library Letter of Support

Chair Kramer explained that the Board has previously provided letters of support for this project. He noted that they have established an advisory committee and are making progress on the project.

Maupin Mayor Lynn Ewing said that this is the third letter of support for a grant application. He thanked the Board for their support.

*****The Board was in consensus to sign a letter of support for the Oregon Community Foundation Grant application to build a new library in Maupin.*****

Chair Kramer adjourned the session at 9:16 a.m.

Summary of Actions

MOTIONS

- **To approve the plat for the Lone Pine Village Phase B to include 18 residential lots and 3 tracts for future development and 1 tract of undeveloped land.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



CONSENT AGENDA ITEM

Reappointments

VETERANS SERVICES ADVISORY COMMITTEE

[ORDER 19-002 REAPPOINTING ROBERT LARSELL](#)

MUSEUM COMMISSION

[ORDER 19-003 REAPPOINTING MARVIN POLEHN](#)

[ORDER 19-005 REAPPOINTING MICHAEL WACKER](#)

PLANNING COMMISSION

[ORDER 19-007 REAPPOINTING JEFF HANDLEY](#)

[ORDER 19-008 REAPPOINTING BRAD DEHART](#)

SPECIAL TRANSPORTATION FUNDS ADVISORY COMMITTEE

[ORDER 19-009 REAPPOINTING KRIS BOLER](#)

[ORDER 19-010 REAPPOINTING MARIA PENA](#)

COUNTY SURVEYOR

[ORDER 19-011 REAPPOINTING BRADLEY CROSS](#)

THE DALLES WATERSHED COUNCIL

[ORDER 19-012 REAPPOINTING GARY WADE](#)

[ORDER 19-013 REAPPOINTING DAN RICHARDSON](#)

[ORDER 19-014 REAPPOINTING KEN BAILEY](#)

WHITE RIVER WATERSHED COUNCIL

[ORDER 19-015 REAPPOINTING PAT DAVIS](#)

[ORDER 19-016 REAPPOINTING ROBERT LARSELL](#)

[ORDER 19-017 REAPPOINTING HERB SNODGRASS](#)

MOSIER WATERSHED COUNCIL

[ORDER 19-018 REAPPOINTING BRYCE MOLESWORTH](#)

[ORDER 19-004 REAPPOINTING PHILIP EVANS](#)

[ORDER 19-019 REAPPOINTING KAREN BAILEY](#)

[ORDER 19-020 REAPPOINTING MIKE IGO](#)

WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

[ORDER 19-056 REAPPOINTING PAT DAVIS](#)

[ORDER 19-021 REAPPOINTING RICH THRUMAN](#)

[ORDER 19-022 REAPPOINTING HARVEY LONG](#)

[ORDER 19-023 REAPPOINTING BARK REPRESENTATIVE](#)

[ORDER 19-024 REAPPOINTING JEREMY GROSE](#)

WASCO COUNTY BUDGET COMMITTEE

[ORDER 19-025 REAPPOINTING JOHN CARTER](#)

LOCAL PUBLIC SAFETY COORDINATING COUNCIL

[ORDER 19-030 REAPPOINTING BARBARA SEATTER](#)

[ORDER 19-031 REAPPOINTING DONNA MCCLUNG](#)

[ORDER 19-032 REAPPOINTING MOLLY ROGERS](#)

[ORDER 19-033 REAPPOINTING TERI THALHOFER](#)

[ORDER 19-034 REAPPOINTING JANET STAUFFER](#)

[ORDER 19-036 REAPPOINTING LANE MAGILL](#)

[ORDER 19-037 REAPPOINTING PAT ASHMORE](#)

[ORDER 19-038 REAPPOINTING ERIC NISLEY](#)

[ORDER 19-040 REAPPOINTING TARA KOCH](#)

[ORDER 19-043 REAPPOINTING FRANK KAY](#)

[ORDER 19-044 REAPPOINTING FRITZ BACHMAN](#)

[ORDER 19-047 REAPPOINTING ANDREW CARTER](#)

LOWER JOHN DAY AREA COMMISSION ON TRANSPORTATION

[ORDER 19-048 REAPPOINTING DAVE ANDERSON](#)

[ORDER 19-049 REAPPOINTING DALE MCCABE](#)

NORTH CENTRAL PUBLIC HEALTH DISTRICT BUDGET COMMITTEE

[ORDER 19-050 REAPPOINTING ANGIE WILSON](#)

HOSPITAL FACILITY AUTHORITY BOARD

[ORDER 19-051 REAPPOINTING DAVID GRIFFITH](#)

[ORDER 19-052 REAPPOINTING WILLIAM MARICK](#)

[ORDER 19-053 REAPPOINTING JOHN MABRY](#)

[ORDER 19-057 REAPPOINTING SIDNEY ROWE](#)

ECONOMIC DEVELOPMENT COMMISSION

[ORDER 19-054 REAPPOINTING KATHY URSPRUNG](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF ROBERT LARSELL TO THE WASCO COUNTY VETERANS SERVICE ADVISORY COMMITTEE

ORDER #19-002

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

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

IT FURTHER APPEARING TO THE BOARD: that Robert Larsell' term will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Robert Larsell is willing and qualified to be reappointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Larsell be and is hereby reappointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2020.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MARVIN POLEHN TO THE WASCO COUNTY/THE DALLES MUSEUM COMMISSION

ORDER #19-003

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 Marvin Polehn's appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Marvin Polehn is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marvin Polehn be and is hereby reappointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MICHAEL WACKER TO THE WASCO COUNTY/THE DALLES MUSEUM COMMISSION

ORDER #19-005

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 Michael Wacker's appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Michael Wacker is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Michael Wacker be and is hereby reappointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JEFF HANDLEY TO THE WASCO COUNTY PLANNING COMMISSION POSITION #6

ORDER #19-007

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

IT APPEARING TO THE BOARD: That Jeff Handley's appointment to the Wasco County Planning Commission expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Handley is willing and is qualified to be reappointed to the Wasco County Planning Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Handley be and is hereby reappointed to the Wasco County/The Dalles Museum Commission Position #6; said term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF BRAD DEHART TO THE WASCO COUNTY PLANNING COMMISSION POSITION #3

ORDER #19-008

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 Brad DeHart's appointment to the Wasco County Planning Commission expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Brad DeHart is willing and is qualified to be reappointed to the Wasco County Planning Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Brad DeHart be and is hereby reappointed to the Wasco County Planning Commission Position #3; said term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF KRIS BOLER TO THE WASCO COUNTY SPECIAL
TRANSPORTATION FUND ADVISORY COMMITTEE

ORDER #19-009

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 Kris Boler's appointment to the Wasco County Special Transportation Fund Advisory Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Kris Boler is willing and is qualified to be reappointed to the Wasco County Special Transportation Fund Advisory Committee.

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

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF MARIA PENA TO THE WASCO COUNTY SPECIAL
TRANSPORTATION FUND ADVISORY COMMITTEE

ORDER #19-010

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 Maria Pena’s appointment to the Wasco County Special Transportation Fund Advisory Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Maria Pena is willing and is qualified to be reappointed to the Wasco County Special Transportation Fund Advisory Committee.

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

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF BRADLEY CROSS AS COUNTY SURVEYOR FOR WASCO COUNTY, OREGON

ORDER #19-011

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 Court being present; and

IT APPEARING TO THE BOARD: That ORS 204.005 (2) requires that the governing body of a County shall appoint a County Surveyor unless a County Ordinance provides otherwise; and

IT FURTHER APPEARING TO THE BOARD: That ORES 254.005 (8) defines the Office of the County Surveyor as a Nonpartisan Office; and

IT FURTHER APPEARING TO THE BOARD: That ORS 204.010 (1) sets the term of a County Surveyor at 4 years; and

IT FURTHER APPEARING TO THE BOARD: That Bradley Cross' appointment will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That County Surveyor Bradley Cross is willing and is qualified to be reappointed as Wasco County Surveyor.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bradley Cross be and is hereby reappointed as the Wasco County Surveyor, said term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF GARY WADE TO THE DALLES WATERSHED COUNCIL

ORDER #19-012

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Gary Wade's appointment to the Wasco County Special Transportation Fund Advisory Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Gary Wade is willing and is qualified to be reappointed to The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Wade be and is hereby reappointed to The Dalles Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF DAN RICHARDSON TO THE DALLES WATERSHED COUNCIL

ORDER #19-013

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Dan Richardson's appointment to the The Dalles Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Dan Richardson is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Richardson be and is hereby reappointed to the The Dalles Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF KEN BAILEY TO THE DALLES WATERSHED COUNCIL

ORDER #19-014

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey's appointment to the The Dalles Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Bailey be and is hereby reappointed to the The Dalles Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO WHITE RIVER WATERSHED COUNCIL

ORDER #19-015

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the White River Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis's appointment to the White River Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the White River Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF ROBERT LARSELL TO WHITE RIVER WATERSHED COUNCIL

ORDER #19-016

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the White River Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Robert Larsell's appointment to the White River Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Robert Larsell is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Larsell be and is hereby reappointed to the White River Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF HERB SNODGRASS TO WHITE RIVER WATERSHED COUNCIL

ORDER #19-017

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the White River Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Herb Snodgrass's appointment to the White River Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Herb Snodgrass is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Herb Snodgrass be and is hereby reappointed to the White River Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF BRYCE MOLESWORTH TO MOSIER WATERSHED COUNCIL

ORDER #19-018

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bryce Molesworth's appointment to the Mosier Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Bryce Molesworth is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryce Molesworth be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF PHILIP EVANS TO MOSIER WATERSHED COUNCIL

ORDER #19-004

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Philip Evans's appointment to the Mosier Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Philip Evans is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Philip Evans be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF KAREN BAILEY TO MOSIER WATERSHED COUNCIL

ORDER #19-019

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Karen Bailey’s appointment to the Mosier Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Karen Bailey is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Karen Bailey be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF MIKE IGO TO MOSIER WATERSHED COUNCIL

ORDER #19-020

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Mike Igo's appointment to the Mosier Watershed Council expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Mike Igo is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Igo be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-056

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Pat Davis' appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee as the Watershed Water Resources representative; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF RICH THURMAN TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-021

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 August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Rich Thurman's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Rich Thurman is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Thurman be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee in the At-Large position; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF HARVEY LONG TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-022

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 August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Harvey Long's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Harvey Long is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Harvey Long be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee representing Recreation and Tourism; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF A BARK REPRESENTATIVE TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-023

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 August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That the BARK Representative's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That a BARK Representative is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That A BARK Representative be and is hereby reappointed to provide a representative to serve on the Wasco County Forest Collaborative Group Steering Committee as the Environmental representative; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF JEREMY GROSE TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-024

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 August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Jeremy Grose's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Jeremy Grose is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeremy Grose be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee representing Forest Products; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF JOHN CARTER TO THE WASCO COUNTY BUDGET COMMITTEE

ORDER #19-025

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: John Carter's appointment to the Wasco County Budget Committee expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That John Carter is willing and is qualified to be reappointed to the Wasco County Budget Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Carter be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF BARBARA SEATTER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-030

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Seatter's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Seatter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Mental Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Barbara Seatter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF DONNA MCCLUNG TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-031

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Donna McClung's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Donna McClung is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to a non-voting position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Donna McClung be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF MOLLY ROGERS TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-032

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Juvenile Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Molly Rogers be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF TERI THALHOFER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-033

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Public Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Teri Thalhofer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF JANET STAUFFER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-034

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Judge Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Janet Stauffer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF LANE MAGILL TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-036

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Lane Magill's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Lane Magill is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to the Sheriff Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lane Magill be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF PAT ASHMORE TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-037

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Pat Ashmore's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Pat Ashmore is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to the Police Chief Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Ashmore be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF ERIC NISLEY TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-038

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to the District Attorney Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Eric Nisley be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF TARA KOCH TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-040

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to the Non-Profit/Victims Services Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tara Koch be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF FRANK KAY TO THE WASCO COUNTY LOCAL PUBLIC SAFETY
COORDINATING COUNCIL

ORDER #19-043

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Frank Kay's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Frank Kay is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Frank Kay be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF FRITZ BACHMAN TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-044

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Fritz Bachman's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Fritz Bachman is willing and is qualified to be re-appointed to the Wasco County Local Public Safety Coordinating Council to Community Corrections Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Fritz Bachman be and is hereby re-appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 ANDREW CARTER TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-047

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Andrew Carter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2019.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVE ANDERSON AS THE CITIES OF WASCO COUNTY REPRESENTATIVE ON THE LOWER JOHN DAY AREA COMMISSION ON TRANSPORTATION

ORDER #19-048

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 County appointments are needed for a Cities of Wasco County Representative and Alternate to serve on the Lower John Day Area Commission on Transportation (LJDACT); and

IT FURTHER APPEARING TO THE BOARD: That Dave Anderson's appointment to the LJDACT expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Dave Anderson is willing and is qualified to be reappointed to the to the LDJACT as the representative of the Cities of Wasco County; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dave Anderson be and is hereby reappointed as the Cities of Wasco County representative on the Lower John Day Area Commission on Transportation for a term that expires December 31, 2020.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DALE MC CABE AS THE ALTERNATE CITIES OF WASCO COUNTY REPRESENTATIVE ON THE LOWER JOHN DAY AREA COMMISSION ON TRANSPORTATION

ORDER #19-049

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 County appointments are needed for a Cities of Wasco County Representative and Alternate to serve on the Lower John Day Area Commission on Transportation (LJDACT); and

IT FURTHER APPEARING TO THE BOARD: That Dale McCabe's appointment to the LJDACT expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Dale McCabe is willing and is qualified to be reappointed to the to the LDJACT as the alternate representative of the Cities of Wasco County; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dale McCabe be and is hereby reappointed as the alternate Cities of Wasco County representative on the Lower John Day Area Commission on Transportation for a term that expires December 31, 2020.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF ANGIE WILSON TO THE NORTH CENTRAL PUBLIC HEALTH DISTRICT BUDGET COMMITTEE

ORDER #19-050

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

IT APPEARING TO THE BOARD: That the North Central Public Health District has requested a representative of Wasco County to serve on their Budget Committee; and

IT FURTHER APPEARING TO THE BOARD: That Angie Wilson's appointment expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Angie Wilson is willing and is qualified to be reappointed to represent Wasco County on the North Central Public Health District Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Angie Wilson be and is hereby reappointed to represent Wasco County on the North Central Public Health District Budget Committee; said term to expire on December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVID GRIFFITH TO THE WASCO COUNTY HOSPITAL FACILITY AUTHORITY BOARD

ORDER #19-051

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 under ORS 441.540 the Board of Commissioners shall appoint a Hospital Facility Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That David Griffith's appointment to the Hospital Facility Board of Directors expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That David Griffith is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Griffith be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF WILLIAM MARICK TO THE WASCO COUNTY HOSPITAL FACILITY AUTHORITY BOARD

ORDER #19-052

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 under ORS 441.540 the Board of Commissioners shall appoint a Hospital Facility Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That William Marick's appointment to the Hospital Facility Board of Directors expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That William Marick is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That William Marick be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JOHN MABRY TO THE WASCO COUNTY HOSPITAL FACILITY AUTHORITY BOARD

ORDER #19-053

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 under ORS 441.540 the Board of Commissioners shall appoint a Hospital Facility Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That John Mabry's appointment to the Hospital Facility Board of Directors expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That John Mabry is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Mabry be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF SIDNEY ROWE TO THE WASCO COUNTY HOSPITAL FACILITY AUTHORITY BOARD

ORDER #19-057

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 under ORS 441.540 the Board of Commissioners shall appoint a Hospital Facility Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Sidney Rowe's appointment to the Hospital Facility Board of Directors expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Sidney Rowe is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sidney Rowe be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2021.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF KATHY URSPRUNG TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION POSITION #4

ORDER #19-054

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 Kathy Ursprung's term on the Wasco County Economic Development Commission expired on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Kathy Ursprung is willing and is qualified to be reappointed to the Wasco County Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kathy Ursprung be and is hereby reappointed to Position #4 on the Wasco County Economic Development Commission; said term to expire on December 31, 2022.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



AGENDA ITEM

Wasco County Periodic Review Public Hearing

CHAPTER 2 UPDATES

CHAPTER 3 UPDATES

CHAPTER 6 UPDATES

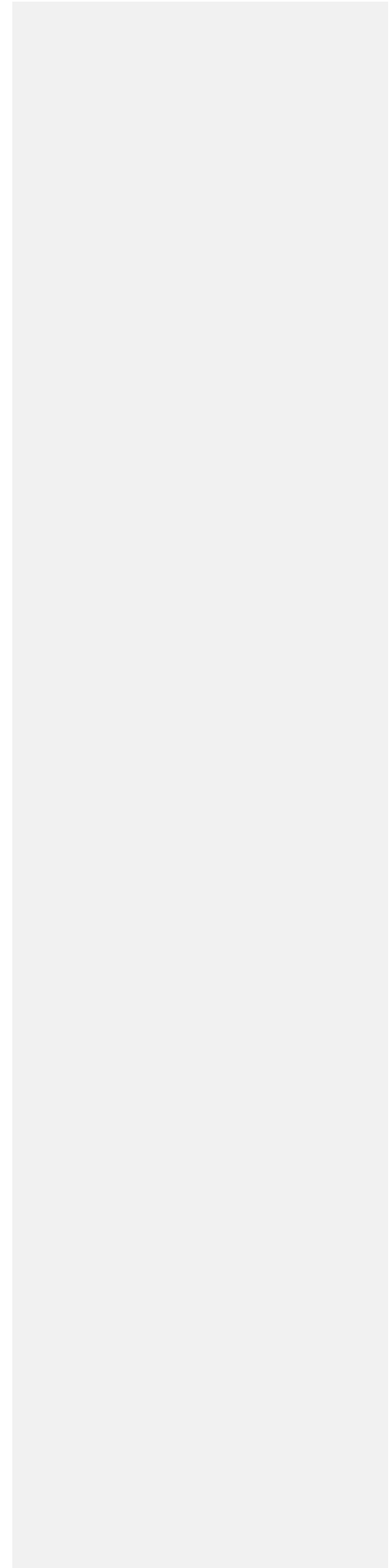
CHAPTER 9 UPDATES

ORDINANCE 19-001

MOTION LANGUAGE

Attachment B

Goal 2
Land Use Planning



Goal 2

Land Use Planning

Overview

This chapter establishes the overall framework for the development and implementation of plans and policies for land use within the county. Statewide planning guidelines require each county to establish a land use planning process that is based on current issues, factual information and evaluation of alternatives. The policies in this chapter assure that the County's land use policies are current, fact-based, and responsive to change. They respond to the need for coordination between the cities and the county and provide for full public access to plan documents and the information upon which land use decisions are based.



Statewide Planning Goal 2

To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

City, county, state and federal agency and special district plans and actions related to land use shall be consistent with the comprehensive plans of cities and counties and regional plans adopted under ORS Chapter 268.

All land use plans shall include identification of issues and problems, inventories and other factual information for each applicable statewide planning goal, evaluation of alternative courses of action and ultimate policy choices, taking into consideration social, economic, energy and environmental needs. The required information shall be contained in the plan document or in supporting documents. The plans, supporting documents and implementation ordinances shall be filed in a public office or other place easily accessible to the public. The plans shall be the basis for specific implementation measures. These measures shall be consistent with and adequate to carry out the plans. Each plan and related implementation measure shall be coordinated with the plans of affected governmental units.

All land-use plans and implementation ordinances shall be adopted by the governing body after public hearing and shall be reviewed and, as needed, revised on a periodic cycle to take into account changing public policies and circumstances, in accord with a schedule set forth in the plan. Opportunities shall be provided for review and comment by citizens and affected governmental units during preparation, review and revision of plans and implementation ordinances.

Excerpt from OAR 660-015-0000(2)

Cross-Reference:

Additional policies related to this goal: Goal 1

Wasco County Goal

Land Use Planning

To maintain a transparent land use planning process in which decisions are based on factual information.

Land Use Planning

Policies

- 2.1.1** Citizen involvement shall be an integral part of the planning process and shall be accomplished through the County's Citizen Involvement Program.

Implementation for Policy 2.1.1:

- a. The Citizen Involvement Program shall be maintained and updated periodically by the Wasco County Planning Department.
- b. The Citizen Involvement Program shall abide by the policies as set forth in Goal 1, Citizen Involvement.
- c. Copies of the Comprehensive Plan will be available for review at the Wasco County Planning Department and on the Wasco County's website.

- 2.1.2** Comprehensive plans and implementing ordinances shall be consistent with the statewide goals and guidelines as well as the needs and desires of citizens in the County.

Implementation for Policy 2.1.2:

- a. The Comprehensive Plan shall include all elements identified by the Land Conservation and Development Commission which are applicable to the County.
- b. Inventories and other forms of data used in the development of the Comprehensive Plan shall be the most factual and current data available, to the extent practicable.
- c. The Comprehensive Plan shall be coordinated with all other plans and programs affected by, or having effect on, land use within the County.
- d. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan.

- 2.1.3** The Comprehensive Plan shall be reviewed periodically for necessary revisions to keep pace with changes in the physical, environmental, social and economic character of the County.

2.1 Policies

Implementation for Policy 2.1.3:

- a. County Planning staff shall conduct periodic reviews and evaluations of the Comprehensive Plan.
- b. Plan review and amendment shall take place whenever significant changes in the social, economic, physical, or environmental character of the County are evident.
- c. Plan review, evaluation, and amendment shall be carried out utilizing the revisions process as set forth in the Comprehensive Plan.

2.1.4 Increase public awareness of the planning process and plan implementation.

Implementation for Policy 2.1.4:

- a. Federal, State, County and City agencies should cooperate to simplify, combine and expedite permit applications. Staff shall work with partner agencies and organizations to ensure timely coordination.
- b. Allow for local public input into the planning process through Goal 1 policies and implementation.
- c. Hearing notice procedures shall be included in the Wasco County Land Use and Development Ordinance.

2.1.5 Offer incentives for land use planning actions that meet Wasco County 2040 goals and objectives.

Implementation for Policy 2.1.5:

- a. Free or low cost pre application conferences should be encouraged for complex projects that do not require a written report.
- b. Develop incentive programs, including fee reductions and expedited permitting, for applications that meet specific goals. Examples could include: defensible space, resource protections, and/or energy conservation.
- c. Where applicable, transfer development rights, density bonuses, and setback variances should be implemented to support development and growth consistent with -Wasco County 2040 goals.

Findings and References

2.1.a Land use plans are required to be adopted by the governing body after public hearings and shall be reviewed and revised on a periodic cycle to take into account changing public policies and circumstances. OAR 660-015-0000(2)

2.1.b Comprehensive Plans are required to be filed in a public office or other location easily accessible to the public. OAR 660-015-0000(2)

2.1.c The County's Comprehensive Plan, all affected city plans, and agreements established between the County and the cities must all be consistent with one another. OAR 660-015-0000(2)

2.1.d All land use plans and implementation ordinances shall be adopted after public hearing and shall be reviewed, as needed, and revised on a periodic cycle to reflect changing public policies and circumstances. OAR 660-015-0000(2)

2.1.e Access to public records gives County citizens, staff, and public officials the ability to better understand the basis for policy direction and decisions.

2.1.e2.1.f During Periodic Review, staff and the CAG discussed with members of the public possible land use planning incentives. The general consensus favored reduced fees and more education/assistance.

References

Oregon. Department of Land Conservation and Development. *Goal 2: Land Use Planning*. Oregon's Statewide Planning Goals and Guidelines.

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Attachment B

Goal 3

Agricultural Lands

Goal 3

Agricultural Lands

Overview

Goal 3 is one of the most critical goals for Wasco County, as 76% of the land outside the incorporated areas and National Scenic Area is zoned Exclusive Farm Use. Wasco County has two EFU zones, A-1 (160) and A-1 (40) which reflect the different types of crop production including orchards, wheat, hay, alfalfa and livestock grazing.

Agricultural lands are one of two resource zones in Wasco County. Resource zones make up the foundation of the Oregon Statewide Land Use Planning program's goal to preserve farm and forest lands for future resource use.

Oregon Revised Statutes 215.243 defines the Oregon Agricultural land use policy:

The Legislative Assembly finds and declares that:

(1) Open land used for agricultural use is an efficient means of conserving natural resources that constitute an important physical, social, aesthetic and economic asset to all of the people of this state, whether living in rural, urban or metropolitan areas of the state.

(2) The preservation of a maximum amount of the limited supply of agricultural land is necessary to the conservation of the state's economic resources and the preservation of such land in large blocks is necessary in maintaining the agricultural economy of the state and for the assurance of adequate, healthful and nutritious food for the people of this state and nation.

(3) Expansion of urban development into rural areas is a matter of public concern because of the unnecessary increases in costs of community services, conflicts between farm and urban activities and the loss of open space and natural beauty around urban centers occurring as the result of such expansion.

Historical Perspective

Wasco County has had agricultural land regulations since the inception of its planning program in the 1950s. In 1953, there was a county subdivision ordinance that required review of new plats by the planning commission. Portions of the County had a zoning ordinance as early as 1955, and in 1956 agricultural districts or zones were established to limit uses.

In the A-1 zone in 1956, there were nineteen permitted uses. Many of the permitted uses are similar to those still allowed outright or through permits in the agricultural zones today.

By 1963, the Oregon legislature codified the Exclusive Farm Use (EFU) zone and allowed uses (ORS 215). Coupled with the farm tax deferral program, started in 1961, the vision to conserve farmland for agricultural use was clearly established.

In 1970, Wasco County adopted two additional agricultural zones, A-2 and A-3, as well as two forest zones, F-1 and F-2. These new zones established conditional uses, above and beyond permitted uses, for resource zones.

Senate Bill 100, adopted in 1973, created the statewide land use planning program and its "priority consideration" over resource zones, including agricultural lands. This bill "reasserted state level authority over land use policy and zoning" (Sullivan and Eber, 8). This bill established the Land Conservation and Development Commission and the Statewide Planning Goals that directed further iterations of Wasco County's land use plans.

In 1983, the Comprehensive Plan identified 20 acre and 80 acre EFU zones. In 1996, Wasco County adopted new EFU provisions in response to 1993 HB 3661, which included rezoning all EFU lands to 160 acres.

(4) Exclusive farm use zoning as provided by law, substantially limits alternatives to the use of rural land and, with the importance of rural lands to the public, justifies incentives and privileges offered to encourage owners of rural lands to hold such lands in exclusive farm use zones. [1973 c.503 §1]

In 1998, Wasco County was awarded a Go Below to zone orchard lands at a 40 acre minimum parcel size in keeping with their high value crops and ability to produce high returns on smaller parcels of land. This was also consistent with historic agricultural practice in the orchard areas.

Significant work was done in the 1990s and 2000s by a special advisory group called the Agricultural Resource Group. This group set many of the setbacks, allowances, and additional restrictions above and beyond state law present in the Land Use and Development Ordinance (LUDO) up until Wasco County 2040.

In 2016, Wasco County was awarded a grant from DLCD that produced an independent audit of the LUDO in comparison with the recently developed Model Code for resource zones. This audit will be used for future LUDO updates, to ensure compliance with state law.

Wasco County Goal 3

Statewide Planning Goal 3

To preserve and maintain agricultural lands.

Agricultural lands shall be preserved and maintained for farm use, consistent with existing and future needs for agricultural products, forest and open space and with the state's agricultural land use policy expressed in ORS 215.243 and 215.700.

Excerpt from
OAR 660-015-0000(3)

Agricultural Lands

To preserve and maintain agricultural lands.



Cross-Reference

Additional policies related to
this goal: Goal 1, 2, and 14

Policies

3.1.1 Maintain Exclusive Farm Use zoning consistent with state law for continued preservation of lands for resource uses.

Implementation for Policy 3.1.1:

- a. Maintain Exclusive Farm Use zone consistent with ORS 215.203 to 215.327, 215.700 to 215.710, and 215.760 to 215.794 to qualify for special farm use assessment as set forth in ORS 308.370 to 308.406.
- b. Minimum lot sizes in agricultural zones shall be appropriate for the preservation of ground water resources, continued agricultural use and aesthetic qualities.
 1. Commercial activities in conjunction with farm use shall be allowed as conditional uses in the Exclusive Farm Use zone.
 2. Non-farm uses permitted within farm use zones adopted pursuant to ORS215.283 should be minimized to allow for maximum agricultural productivity.
 3. Non-farm dwellings within the Exclusive Farm Use zone may be permitted with a conditional use permit in accordance with the provisions of ORS 215.283
 4. Subdivisions and Planned Unit Developments will not be permitted in the Exclusive Farm Use zone.

3.1.2 Where rural agricultural land is to be converted to urban land, the conversion shall be completed in an orderly and efficient manner.

Implementation for Policy 3.1.2:

- a. Conversion of rural agricultural land to urban land and shall be in accordance with Goal 14, Policy 1, A-E and the statewide land use planning program, which typically requires an exception to Goal 3.
- b. Extension of services, such as water supplies, shall be appropriate for proposed urban use.
- c. Pre-existing farm dwellings occupied on a rental or lease basis shall not justify the partitioning of good agricultural land or smaller acreage tracts in farm use zones.

3.1 Policies

- d. Encourage the development of conservation plans utilizing Best Management Practices (BMP's) as developed by Wasco County Soil and Water Conservation Districts as defined by its standards and specifications.
- e. The opportunity for review and comment shall be provided for citizen groups in the development of plans for the location of utilities such as power line and highways which may adversely impact agricultural lands.
- f. Normal agricultural practices (aerial pesticide applications, burning of pruning, dust and noise by machinery) shall not be restricted by non-agricultural interests within agricultural areas.

3.1.3 Land division criteria and minimum lot sizes used in areas designated as agricultural by the Plan shall be appropriate for the continuation of existing commercial agricultural enterprise in the area.

Implementation for Policy 3.1.3:

- a. In order to promote the continuation of existing commercial agricultural enterprise in Wasco County, the zoning regulations shall provide for two classification of Exclusive Farm Use. The A-1 (160) Exclusive Farm Use zone shall have a minimum property size of one hundred and sixty (160) acres. The A-1 (40) Exclusive Farm Use zone shall have a minimum property size of forty (40) acres. Lands designated by the Comprehensive Plan as agricultural and containing acreages greater than or equal to the minimum property size of the appropriate zone classification shall be presumed to be commercial agricultural entities.
- b. Maintain EFU land division standards in the Land Use and Development Ordinance including:
 - 1. Divisions of agricultural lands for non-farm uses shall be consistent with all existing ordinances and the following criteria:
 - (a) Any residential use which might occur on a proposed parcel will not seriously interfere with usual farm practices on adjacent agricultural lands.
 - (b) The creation of any new parcels and subsequent development of any residential use upon them will not materially alter the stability of the area's land use pattern.
 - (c) The proposed division or use of the proposed parcels will not eliminate or substantially reduce the commercial agricultural potential of the area nor be inconsistent with the Goals and Policies of this Plan.

(d) Such divisions are consistent with the provisions of ORS 215.283 (2) and (3), ORS 215.243 and ORS 215.263 as applicable.

3.1.4 Encourage multiple purpose storage reservoirs and land and water reclamation projects which enhance and benefit agricultural land.

Implementation for Policy 3.1.4:

- a. Encourage individual farmers to develop soil conservation plans for each farming unit by coordinating land use planning with the United States Department of Agriculture and Wasco County Soil and Water Conservation Districts.
- b. Allow agriculture-related uses such as multiple purpose storage reservoirs and water reclamation projects in the "A-1" Exclusive Farm Use zone.

3.1.5 Encourage agri-tourism activities that support commercial agriculture in Wasco County.

Implementation for Policy 3.1.5:

- a. Allow agri-tourism activities and uses allowed by state law in the Exclusive Farm Use zones.**
- b. Provide education materials and information that promotes appropriate agri-tourism activities and uses.**
- c. Evaluate and amend provisions in the LUDO as needed and appropriate to ensure overall consistency with Wasco County 2040.**

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Findings and References

3.1.a Criteria and uses for EFU lands are defined through State law in Oregon Administrative Rules 660-33 and Oregon Revised Statutes 215.203-215.327, 215.700-215.710, 215.760-215.794.

3.1.b Minimum parcel size in EFU lands are identified in ORS 215.780 as 80 acres for non-rangeland EFU, and 160 acres for rangeland EFU. Minimum parcel size requirements for EFU can also be found in OAR-033-0100.

3.1.c Consistent with uses authorized on agricultural lands, OAR 660-033-0120.

3.1.d Consistent with minimum parcel size and division standards in state law.

3.1.e Goal 2 (OAR 660-015-0000(2)) requires a goal 3 exception be taken to remove land from resource zoning and rezoned for urban uses. Urban lands also need to be consistent with Goal 14. Goal 14 typically impacts lands within the UGB around urban communities.

3.1.f The Wasco County Soil and Water Conservation District prepares, typically in conjunction with research for NRCS and regional Universities, provides management strategies for different crops in a diversity of soil and water situations for agricultural production.

3.1.g In 1993 (updated in 1995 and 2001), the Oregon Right to Farm law was adopted which the express intent to protect “growers from court decisions based on customary noises, smells, dust or other nuisances associated with farming”. The law also prohibits Wasco county from creating rules that deem such practices a nuisance or trespass (ORS 30.930).

3.1.h Consensus among Wasco County 2040 participants indicated a wish to include all available provisions for agri-tourism, allowed by state law, in the LUDO, increase educational opportunities, and re-evaluate if problems or conflicts develop into the future

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Attachment B

Goal 6

Air, Water, and Land

Resources Quality

Goal6

Air, Water, and Land Resources Quality

Overview

Goal 6 of the statewide land use planning program requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater and air pollution. Wasco County has also used this goal to further support air, water and land quality and the impact of development on these resources.

Coordination with partner agencies and citizens is critical to protecting air, water and land resources. The policies in this chapter define the responsibility of the County to work in partnership with others to achieve the highest level of air, water and land resource quality.

Partner	Air	Water	Land
Bureau of Land Management		X	X
Oregon Department of Environmental Quality	X	X	
Oregon Department of State Lands		X	X
North Central Public Health			X
Oregon Water Resources Department		X	
US Department of Agriculture (Natural Resources Conservation Service)			X
Wasco County Soil and Water Conservation District		X	X
US Fish and Wildlife Service		X	X
OSU Extension Office		X	X

Table 6.1 Goal 6 Agency Partners

Key Facts:

Wasco County lies within three major drainages basins: the Hood, Deschutes River and John Day River Basins (Appendix with maps). Wasco County is bordered by three rivers, Columbia, Deschutes and the John Day. The White River, which source is near Mt. Hood, also runs west to southeast through Wasco County and feeds in to the Deschutes near Maupin. Many tributary streams and creeks feed into the rivers.

The county, by in large, has expansive flows of Columbia River Basalt underneath soil surfaces. The depth of top soil varies throughout the land, and accounts for some more difficult farming conditions in certain areas of the county.

Elevations vary from 5,700 ft at Flag Point (west Wasco County) to 150 ft on the Columbia River.

Climate is transitional zone between western and eastern Oregon, with Cascade Mountain Range serving as a barrier to reduce rainfall. Growing seasons, water availability and soil types vary greatly across the vast County and account for the large variety in crops, landscape and development.

The county is approximately 2,382 square miles of land and 14 square miles of water. Of a total 1,532,019 acres in the county, 44,736 are in the National Scenic Area (NSA). The remaining non-NSA and reservation lands total 1,121,859.63 acres with the following breakdown of total acres per zone:

Total Agriculture lands	851,207.01
Total Forest Lands	257,741.60
Total Rural Residential	12,344.05
Total Industrial	233.86
Total Commercial	102.16

Wasco County Goal 6

Statewide Planning Goal 6

To maintain and improve the quality of the air, water and land resources of the state.

All waste and process discharges from future development, when combined with such discharges from existing developments shall not threaten to violate, or violate applicable state or environmental quality statutes, rules and standards.

Excerpt from
OAR 660-015-0000(6)

Cross-Reference

Additional policies related to this goal: Goal 2, Goal 3, Goal 4, Goal 5, Goal 7

Air, Water, and Land Resources Quality

To maintain and improve the quality of the air, water, and land resources of the County.



Policies

- 6.1.1** Encourage land uses and land management practices which preserve both the quantity and quality of air, water and land resources.

Implementation for Policy 6.1.1:

- a. Recognizing that the soil resource base is vital to maintain productivity, encourage agricultural conservation and management practices which minimize the adverse effects of wind and water erosion.
- ~~b. The adopted solid waste collection and disposal ordinance shall be enforced.¹~~
- ~~e.b. New development must seek approval for sanitary systems from the local public health authority.²~~
- ~~c. Accumulation of materials and other nuisances posing a safety hazard may be enforced through the Code Compliance program.³~~
- ~~d. New development and uses, including agricultural activity, must obtain appropriate permits from the Oregon Water Resources Department⁴ for access to water and wells.~~
- ~~e. Riparian vegetation on natural stream banks shall be preserved by the placement of an Environmental Protection District overlay zone or by the regulation of setback requirements.⁵~~
- ~~f. Development near or impacting wetlands and waterways must obtain the appropriate permits from and comply with the requirements of partner agencies, including the Department of State Lands, Army Corps of Engineers, and Oregon Department of Fish and Wildlife.~~
- ~~g. The physical capacity of the land, water, and other resources to accommodate land uses shall be considered when planning for the location, type and density of rural development.~~
- ~~h. Low impact recreational uses may be allowed in areas with~~

¹ ~~Per former County sanitarian, this ordinance not strictly enforced~~

² ~~This references current standards for compliance~~

³ ~~References Code Compliance Nuisance Ordinance~~

⁴ ~~References new process for water/wells~~

⁵ ~~Per current practice~~

6.1 Policies

sensitive habitat or natural resources.

i. Residential alternative energy applications that reduce impact to land, water, and air quality will be encouraged through land use planning incentives.

j. Increase education and awareness about water conservation practices, in coordination with local, regional, state and federal partners.

d.k. Environmental Protection Districts, including Flood and Geological Hazards, Natural Areas, Sensitive Wildlife Habitat, and Pond Turtle Sensitive Area Overlay, shall support and value the preservation of habitat, land and water.

6.1.2 Maintain air quality compliance with state and federal standards.

Implementation for Policy 6.1.2:

a. Evaluate the impact of development applications on air quality by using the best available data, including the Department of Environmental Quality's (DEQ) Nuisance Odor strategies, Oregon State Air Toxics Program, and DEQ's Air Quality Status and Planning Map.

~~a. Encourage a more detailed study of air quality in Wasco County by the Department of Environmental Quality.~~

b. New industries must comply with the air quality standards set forth by the Department of Environmental Quality-DEQ.

~~b-c. Consider impact of increased vehicle miles travelled, and vehicle type, as a potential impact of development.~~

~~c. Support effort to complete an air shed study in The Dalles and Dallesport area.~~

d. Mitigation efforts to prevent wildfire are encouraged to preserve air quality.

6.1.3 - Maintain quantity and quality of water in compliance with state and federal standards.

Implementation for Policy 6.1.3:

a. Support best management practices for identified problems to maintain and improve land and water resource qualities, ~~as adopted in "Sediment Reduction Project—208 Non Point Source Pollution Control Program," prepared by the State Soil~~

~~and Water Conservation Commission, August 1978.~~

~~b. Incorporate all future water quality information into the Wasco County Comprehensive Plan.~~

~~e.b.~~ Continue regulation of subsurface sewage disposal systems and other point source water pollution emissions.

~~d.c.~~ Evaporation ponds containing toxic chemicals should be sealed or lined, and monitored by the Department of Environmental Quality.

~~e.d.~~ The adequacy and quality of the gGround water supplies ~~and their quality~~ shall be a major consideration ~~in of~~ all development.

~~f. The Dalles Watershed shall be managed by the "Comprehensive Management Plan for The Dalles Municipal Watershed," 1972.~~

~~g. The Dalles, Dufur and Antelope Watersheds shall be primarily managed for their domestic water supplies.~~

~~e. Encourage the reduction of siltation in the Columbia River drainage by whatever means are found to be reasonable and effective.~~

f. Limit water dependent development in areas with known water deficiencies including areas adjacent to the watershed.

g. Coordinate with state and federal agencies, including the Department of State Lands, the Army Corps of Engineers, and Oregon Water Resource Departments, on projects and applications as appropriate.

h. Promote the use of reservoirs, ponds and other water storage for fire suppression and agricultural needs.

6.1.4 ~~Cooperate with managing agencies to solve recreation use management on the John Day and Deschutes River Scenic Waterways. Consider the impact of noise on wildlife, residents and businesses as part of development analysis for conditional uses.~~

Implementation for Policy 6.1.4:

a. Noise levels for all new industries must be kept within standards set by state and federal agencies.

b. Consideration for the effects of noise on the surrounding environment, including residential densities, will be given when a new development of any kind is proposed.

~~b.c.~~ Encourage development or uses with greater noise impact in less populated areas or areas with topographic buffers.

d. Noise sensitive areas should be identified and only compatible uses permitted in their vicinity. Environmental Protection Districts that seek to protect habitat should be considered noise sensitive areas and only compatible uses should be permitted.

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e. When building new highways or making major improvements on existing highways, consideration shall be given to reducing the noise impact on surrounding land uses.

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Goal 6

Findings and References

6.1.a Best practices for agricultural activity are recommended by United States Department of Agriculture.

6.1.b New development with sanitary systems go through a permitting process with North Central Public Health in Wasco County.

6.1.c The Wasco County Land Use and Development Ordinance cites a 50 foot buffer between development and riparian areas, wetlands and waterways. Development impacting wetlands are also required to go through a permitting process with the Oregon Department of State Lands.

6.1.d Wasco County's Goal 2 has a policy to use incentives to encourage development activities like increasing energy self-sufficiency.

6.1.e During Wasco County 2040's visioning work, the majority of participants cited water quality and quantity concerns as one of the largest challenges facing Wasco County into the future. A series of public outreach methods, including public meetings, aimed at understanding whether the community preferred additional regulation, a separate water conservation plan, or other methods for conserving and preserving water quality and quantity. The overwhelming consensus was for a focus on education on water conservation methods, practices and potential and increased transparency of regulatory and other partners.

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Attachment B

Goal 9

Economic Development

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Goal9

Economic Development

Overview

Wasco County is a largely agricultural community. Outside of the National Scenic Area and incorporated communities, approximately 76% of land in Wasco County is zoned Exclusive Farm Use.

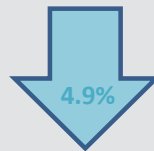
Wasco County's crop production and livestock are diverse and include cherry and other fruit orchards, dryland wheat and other grains, and wine grapes. Livestock primarily consists of cattle and calves, with smaller numbers of hog, sheep and lamb, and alpaca farms.

Beyond farming and ranching, other important rural industry sectors include forestry and recreation and tourism.

The state and local land use planning program supports the development and retention of these industry clusters through preserving land for resource uses, limiting high density development that may conflict with resource uses, ensuring appropriate infrastructure and public facilities for development, and offer incentives for economic development.

Economy Snapshot

Jobs by Industry	% Change in total jobs between 2015 and 2009	2015 Average Wage
Natural Resources	15.3%	\$20.83
Construction	-21.3%	\$45,899
Manufacturing	6.3%	\$34,749
Wholesale trade	-29.3%	\$30,547
Retail Trade	-14.6%	\$30,547
Transportation	-20.5%	\$30,547
Information	-23.1%	\$145,057
Finance	-10.7%	\$39,256
Professional, Scientific	-12.8%	\$41,615
Education, Healthcare	20.1%	\$44,997
Leisure, Hospitality	48%	\$16,531
Public Administration	-20.1%	\$21,756
Other Services	-8.9%	NA
Total	-.1%	



Unemployment rate 2018, down from a highs in 2009 - 2011 during recession

2nd in State	6th in State
Total acres of farm land	Average size of farms

18.2% POVERTY
Between 2009 and 2013, 18.2% of Wasco County's population was in poverty, 2% above Oregon's rate, and 2.8% above the national rate.

JOB PROJECTIONS
Projections for East Cascade region from 2014-2024 show job gains in service (hospitality and retail), health care and professional occupants.

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Wasco County Goal 6

Statewide Planning Goal 9

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Comprehensive plans and policies shall contribute to a stable and healthy economy in all regions of the state.

Excerpt from
OAR 660-015-0000(9)

Economic Development

To diversify and improve the economy of Wasco County.



Cross-Reference

Additional policies related to this goal: Goal 3, Goal 5, Goal 6

Policies

9.1.1 Maintain commercial agriculture ~~and forestry~~¹ as the basis for the County's rural economy.

Implementation for Policy 9.1.1:

- a. Subdividing and partitioning of productive agricultural ~~and forest~~ lands shall be discouraged.
- b. Exclusive Farm Use zoning shall be maintained to allow special farm use assessment as an incentive for continued agricultural use.
- c. Orchards, wheat, other small grain farms, and grazing lands shall be ~~continued-protected from non-agriculture uses and encouraged to continue~~ as a major portion of the economy.
- ~~d. Wasco County will encourage secondary wood processing plants in Maupin and Tygh Valley in order to provide more local basic employment.²~~
- e.d. _____ Industries ~~that which~~ process agricultural ~~and forest~~ products ~~may will~~ be allowed, as a conditional use in the Exclusive Farm Use zone.
- f.e. ~~Value added agriculture businesses and uses are encouraged.~~
- f. _____
- ~~g.~~

9.1.2 ~~Encourage C~~commercial and industrial development compatible with the County's agricultural ~~and forestry~~-based economy. ~~will be encouraged.~~

Implementation for Policy 9.1.2:

- a. ~~Wasco County will s~~Support ~~and encourage non-agricultural~~ commercial and industrial development within the Urban Growth Boundaries of incorporated cities ~~and rural service centers, which will help~~ to discourage conversion of productive orchard and other agricultural lands and provide more year-round employment opportunities ~~near urban services.~~

¹ ~~Community input generally favored separating policies on agriculture and forestry in order to better define implementation goals and strategies for each sector, given the diversity among each industry.~~

² ~~No longer relevant~~

9.1 Policies

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b. Commercial activities in conjunction with farm use, including storage of agricultural goods, ~~may be are~~ allowed as conditional uses in agricultural areas of the County, to diversify the economy.

~~e. Because The Dalles Auction Yard provides a unique general service that is economically beneficial to the entire County; its present location shall be protected from incompatible land use intrusion.~~

~~d.c.~~ Encourage increased commercial activity in the communities of Pine Grove and Tygh Valley rural service centers.

~~e.d.~~ Allow limited industrial growth in areas designated near Pine Grove and Tygh Valley.

~~f.e.~~ Protection and utilization of valuable rock and aggregate sources should be carried out as specified in Goal #5, A-E; and #2, A-F.

9.1.3 Wasco County will support the expansion and increased productivity of existing industries and ~~businesses~~ firms as a means to strengthen local and regional economic development.

Implementation for Policy 9.1.3:

a. Wasco County will support new industrial and commercial uses as appropriate to maintain existing uses.

b. Industrial and commercial uses in or near resource lands which are accessory to a resource use shall be located as near as is practical to that resource use.

a.c. Consideration for impact to resource uses, infrastructure and public facilities and services shall be part of the review process for new industrial and commercial uses in Wasco County. This includes additional criteria and analysis required by EPDs.

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9.1.4 Wasco County will support the Mid-Columbia Economic Development District (MCEDD) through active participation and partnership, ~~the Wasco County Over-all Economic Development Plan (OEDP), and the Warm Springs Over-all Economic Development Plan (OEDP).~~

Implementation for Policy 9.1.4:

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- a. Wasco County Planning Department will participate in the MCEDD Columbia Gorge Economic Development Strategy process by sending representatives to public meetings and ensure coordination with local land use planning regulations.
- b. Coordinate to receive, distribute, and share best available information about economic development and other related data.
- ~~a.c.~~ Collaborate on infrastructure, housing and other grant opportunities that strengthen Wasco County's economy and livability.

9.1.5 Support and encourage t~~ourism in Wasco County~~ will be supported and encouraged through preservation and enhancement of cultural, historical, natural and recreational resources.

Implementation for Policy 9.1.5:

- a. Wildlife habitat and scenic waterways should be maintained for their scenic value to residents and tourists Wasco County.
- b. Historic and pre-historic sites should be preserved and maintained to support~~promote~~ tourism in Wasco County.
- c.** Additional parks, overnight camping areas, and other recreational areas should be provided when needed to encourage tourism in the County.
- d.** Agri-tourism will be supported through the adoption of rules to permit agri-tourism uses and activities in the Exclusive Farm Use zones.
- e.** The Wasco County Planning Department will work with local, regional and state transportation authorities to ensure appropriate access to tourism destinations.
- f.** Wasco County Planning will participate in local, regional and statewide tourism public meetings to ensure coordination with local land use planning regulations, and to convey opportunities.
- g.** Wasco County will support public recreation providers in their efforts to offer public access and education.

~~e.h.~~

9.1.6 Policy on forestry~~Forest management will continue to be an economic development target for Wasco County.~~

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Implementation for Policy 9.1.56:

~~i. Wildlife habitat and scenic waterways should be maintained for their scenic value to residents and tourists Wasco County. Industries and uses consistent with Goal 4 and the Forest Practices Act will continue to be promoted through management of Wasco County's forest zones.~~

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~~j. Recreation activities compatible with outright permitted forest uses shall be encouraged in the forest zones.~~

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~~d. Activities or uses that conflict with forest management, logging, recreation and other economic development uses shall be discouraged in the Wasco County forest zones.~~

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9.1.6 Wasco County shall encourage home based businesses and provide standards that remove barriers and ensure neighborhood compatibility

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Implementation for Policy 9.1.7:

k. Minor home occupations shall be outright permitted in Residential Zones³

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l. Create educational materials for major home occupations that provide clear neighborhood compatibility standards, process requirements and other considerations to encourage successful permitting.

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³As LUDO and state law permits

Goal 9

Findings and References

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9.1.a During Wasco County 2040, public consensus was that as a result of current conditions, agriculture and forestry should be separated into distinct policies to ensure comprehensive strategies and accurate goals.

9.1.b State law's minimum parcel size in Exclusive Farm Use provides protection to productive farm lands from non-farm use.

9.1.c MCEDD defines value added ag as manufacturing, like food processing or fermentation sciences, that enhances the value of an agricultural product through industrial production. This conforms with the USDA definition.

9.1.d Commercial activities in conjunction with farm use are defined and regulated by ORS 215.283.

9.1.e MCEDD is the regional economic development body that is responsible for a variety of economic development activities in Wasco County and five other regional counties.

9.1.f One of the recommendations from the public during Wasco County 2040 outreach was to expand the reach of tourism to cover a broad definition of tourism type activities that are significant to Wasco County's economy.

9.1.g Forest zones are regulated by OAR 660-06 and related ORS rules, as well as the Forest Practices Act. The purpose of Goal 4 is to conserve forest lands for future use. The Oregon Forest Practices Act sets standards for commercial forestry activities.

9.1.h Home businesses or working from home are increasingly popular and provide economically viable alternatives

for business start-ups. Stakeholders and public input encouraged Wasco County to make home occupation permitting more transparent.

References

Oregon Department of Land Conservation and Development. *Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources*. Oregon's Statewide Planning Goals and Guidelines.

Mid Columbia Economic Development District. *Columbia Gorge Economic Development Strategy 2017-2022*. http://www.mcedd.org/wp-content/uploads/2018/04/CEDS_2018update_FullDoc.pdf

State of Oregon Employment Department. May 1, 2018. *Wasco County Economic Update*. <https://www.qualityinfo.org/documents/10182/79531/050118++Wasco+County+Economic+Update?version=1.0>



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING COMMISSION'S REQUEST TO APPROVE PROPOSED PERIODIC REVIEW LEGISLATIVE AMENDMENTS TO UPDATE THE LAND USE AND DEVELOPMENT ORDINANCE RELATED TO LAND PLANNING GOALS 2, 3, 6 AND 9 IN CHAPTERS 2, 3, 6 AND 9 OF WASCO COUNTY 2040, THE COMPREHENSIVE PLAN (FILE NUMBERS 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108)

ORDINANCE # 19-001

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

WHEREAS, the Wasco County Planning Commission and the Wasco County Board of Commissioners directed the Wasco County Planning Department to pursue Voluntary Periodic Review to update the Wasco County Comprehensive Plan on 5 October 2016; and

WHEREAS, Wasco County entered Periodic Review on 20 February 2018 with approval from the Department of Land Conservation and Development's (DLCD) approval of a work plan; and

WHEREAS, the fifth task on the work plan was to make amendments to Goal 6 (Air, Water, and Land Resources Quality) to make the language consistent with current Wasco County Planning Department practice and state law and reformat the language in to the new Wasco County 2040 (Comprehensive Plan) format; and

WHEREAS, the fifth task on the work plan was to make amendments to address community concerns about water quantity and quality and develop a policy based upon community input; and

WHEREAS, the sixth task on the work plan was to make amendments to Goal 9 (Economic Development) to make the language consistent with current Wasco County Planning Department practice and state law and reformat the language into to the new Wasco County 2040 format; and

WHEREAS, the sixth task on the work plan was to address economic development trends and forecasts and develop new policy for the land use planning program to support strong economic development; and

WHEREAS, the seventh task on the work plan was to make amendments to Goal 2 (Land Use Planning) to add policies and implementation in support of incentive and creative solutions for the land use planning program; and

WHEREAS, the eighth task on the work plan was to make amendments to Goal 3 (Agricultural Lands) to establish clear direction for rules related to agri-tourism based on community input, creating a mechanism to permit uses and activities as permitted by state law; and

WHEREAS, each Periodic Review task is approved and submitted to DLCD after completion for acknowledgment; and

WHEREAS, the Wasco County Planning Department sent notification to DLCD pursuant to ORS 197.610 on 28 September 2018; and

WHEREAS, all property owners were sent notice of proposed Periodic Review update to the Comprehensive Plan in March 2017; and

WHEREAS, that on 6 November 2018, at the hour of 3:00 PM in the lower level classroom at The Discovery Center the Wasco County Planning Commission held the first legally notified public hearing to review recommendations by staff and the advisory group, background information, and receive public testimony on work tasks 5, 6, 7 and 8. The Planning Commission then closed the public hearing and with a vote of 5 to 0, with two members absent, recommended approval to the Wasco County Board of Commissioners; and

WHEREAS, that on 19 December 2018 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on 16 January 2019 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board

of County Commissioners, by a vote of ___ to ___, approved the amendments and conducted the second reading, recommending submittal to DLCD; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the request by the Wasco County Planning Department for a legislative amendment to the Wasco County Comprehensive Plan, to be renamed Wasco County 2040, in conjunction with Periodic Review work plan tasks 5, 6, 7 and 8 is hereby approved; and

WHEREAS, Pursuant to Oregon Administrative Rules 660-025-0130, submission of a completed work task is required to DLCD for acknowledgment as part of Periodic Review, and once the work tasks are acknowledged they will be effective.

DATED this 16th day of January, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

ATTEST:

Scott C. Hege, Vice-Chair

Kathy White, Executive Assistant

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: Ordinance 19-001

I move to approve Ordinance 19-001 In the matter of the Wasco County Planning Commission's request to approve proposed Periodic Review legislative amendments to Update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, The Comprehensive Plan – File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108



AGENDA ITEM

Quarterly Audit Report

[STAFF MEMO](#)



To: Wasco County Board of Commissioners
From: Debbie Smith-Wagar, Smith-Wagar Brucker Consulting
Re: Quarterly Financial Update
Date: 1/16/2019

Status

All timelines have been met for the auditors. The audit should be filed any day. It was necessary to extend the deadline slightly beyond the original December 31st deadline, but this has not been unusual this year. Of the 12 clients I help with audits, six have had to file for extensions this year, and my discussions with municipal auditors indicate that this is not uncommon. The new GASB 75 reporting standard for other postemployment benefits (OPEB) slowed down a lot of audits, and a general lack of resources is taking its toll on both auditors and auditees.

As noted in the last report, getting the final document prepared has taken a lot of time because the former auditors always prepared the document. Getting a template and putting County data in it was a lot of work. Next year this process won't take as long because the basic document will already exist and the data will just need to be updated. It has also been a good exercise to really look at everything in the document and make it more accurate and professional. The new auditors had some good suggestions for improving the document as well, so I think it is a much better report this year.

It continues to be a pleasure to work with all of the people in the Finance Department. Everyone seems to enjoy the atmosphere there and are working together as a team to find solutions to issues that come up.

As always, feel free to contact me if you have any questions or concerns.

Debbie Smith-Wagar

Phone: 503-686-3527

Email: Debbie@Smith-WagarBrucker.com



AGENDA ITEM

All Staff Training

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: All Staff Training – March 19, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 1.8.2019

PURPOSE: The Wasco County Cross Trainers team is requesting to host a one-day all-staff training. This event will reinforce what it means to be a public servant at Wasco County and support our culture of 100% love.

Having a well-trained workforce is a key driver to our success, increasing morale and retention. Too often, training programs are viewed as an expense rather than an investment. In an era of shrinking talent pools, Wasco County needs to consistently upskill our employee base in order to remain competitive.

No organization wants to waste resources, let alone tax payer dollars. Wasco County has been at the forefront of challenging stigmas of local government - we promote, encourage and reward ourselves for it. Now is the time to support and invest in our workforce.

Proposed Agenda

- 7:30am Seat Assignments/Breakfast
- 8:00am Welcome Message from Commissioners
- 8:15am Vision, Mission, Values - Lisa and Tyler
- 9:00 am Keynote Speaker (Mark Speckman) on Living Our Values Everyday
- 10:00 a.m. Break
- 10:15 a.m. Anniversaries
- 10:30 a.m. Department overview/Department Accomplishments
- 10:45 a.m. Did you know? (Fun facts about employees)
- 11:00a.m. Cross the River – Debby Jones
- Noon Lunch

Breakout Sessions Afternoon

1- 2:00	Emotional Literacy – Debby Jones		
2:00-2:30	Equity, Diversity and Inclusion - Christa Rude	Public Service: Pride and Pitfalls - Rich Mays	Accountability - Dennis Knox
2:30-3:00	Crucial Conversations - Kim or Celeste	Accountability - Dennis Knox	Public Service: Pride and Pitfalls - Rich Mays
3-3:30	Equity, Diversity and Inclusion - Christa Rude	Generational Dynamics - Heidi Venture	Crucial Conversations - Kim or Celeste
3:30 - 4:30	Department Breakout session		

BUDGET:

Readiness Center	
Main Hall	\$400
Classroom	\$175
20 Tables @ \$7 each	\$140
150 Chairs @ \$1 each	<u>\$150</u>
TOTAL	\$1,000
Meals	
Breakfast @ \$8 per person	\$1,200
Lunch @ \$11.50 per person	<u>\$1,725</u>
TOTAL	\$2,925
Keynote Speaker (Mark Speckman)	\$3,250
Cost for Materials	\$1,500
Trainers for Breakout Sessions	NO COST
TOTAL ESTIMATED COST	\$8,675



AGENDA ITEM

City/County/College IGA

[DOCUMENTS UNDERGOING LEGAL REVIEW – RETURN TO AGENDA](#)



AGENDA ITEM

Work Session

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS TOPIC – RETURN TO AGENDA](#)

WASCO COUNTY CULTURAL TRUST

2019 GRANT RECIPIENTS

The Dalles Wasco County Library - *Artist Residency*

Dufur School District #29 - *Storytellers*

St. Mary's Academy - *King Aurthur's Quest*

Shannon Zilka - *Columbia Gorge Old Time Social*

Masqueraders - *Youth Theatre*

NORCOR - *Drumming for Youth*

Made possible by a grant from the Oregon Cultural Trust



Donate to arts, heritage or humanities nonprofits in Oregon,
and you can double your impact for FREE through the Oregon Cultural Trust tax credit.
Here's how:

- 1** Total what you gave to the nonprofits
- 2** Give a matching amount to the Cultural Trust online or by mail.
Mail to: 775 Summer Street NE, Suite 200
Salem, OR 97301
- 3** On your State Tax Form, report your gift to the
Oregon Cultural Trust. You'll get 100% of it back!*

* Up to \$500 for individuals, \$1,000 for couples filing jointly, and \$2,500 for class C-corporations.

For a list of the nonprofits and more information go to culturaltrust.org.



BRAVO Youth Orchestra wind students, recipients of Oregon Cultural Trust grants. Photo by Richard Kolbell.

DOUBLE THE LOVE.

YOU DONATE TO CULTURE.
NOW DOUBLE YOUR IMPACT
FOR FREE.

CULTURAL
TRUST

You love Oregon culture.
It loves you back. Oregon's unique tax credit reimburses you for supporting statewide culture. Here's how:

1. TOTAL

YOUR DONATIONS
TO CULTURE

2. GIVE

A MATCHING
AMOUNT TO THE
CULTURAL TRUST

3. CLAIM

CULTURAL TAX
CREDIT ON YOUR
STATE TAXES

Donate to an Oregon cultural nonprofit, then donate the same amount to the Oregon Cultural Trust by Dec. 31 to qualify for a state tax credit*.

That's a lot of love for culture!

**Up to \$500 for an individual, \$1,000 for a couple filing jointly or \$2,500 for a class-C corporation.*

Donate at CulturalTrust.org or by sending in this form. Questions? Call (503) 986-0088 or ask your CPA.

I'M SUPPORTING OREGON CULTURE WITH MY GIFT OF:

\$25 \$50 \$100 \$250
\$500 \$1,000 \$2,500 \$ _____

VISA

MASTERCARD

CHECK

DONOR NAME(S) (INDIVIDUAL OR CORPORATION)

CONTACT NAME (FOR CORPORATE)

MAILING ADDRESS

CITY/STATE/ZIP

PHONE

EMAIL

CREDIT CARD NUMBER

EXPIRATION DATE

THREE-DIGIT SECURITY CODE

SIGNATURE

PLEASE MAIL TO:

Oregon Cultural Trust
775 Summer St. NE
Suite 200
Salem, Oregon 97301



**COLUMBIA GORGE COMMUNITY COLLEGE TREATY OAK SKILLS CENTER
INTERGOVERNMENTAL FINANCING CONTRACT**

This financing contract ("**Contract**"), effective as of the date the Contract is executed by all Parties, is made by and through the City of the Dalles, a municipal corporation duly incorporated under the laws of the State of Oregon, (the "**City**"), Wasco County, a political subdivision of the State of Oregon (the "**County**") ("**Sponsors**"), and Columbia Gorge Community College ("**CGCC**"), a community college district of the State of Oregon (collectively, "**the Parties**"), for financing the construction of the Treaty Oak Skills Center project described in Exhibit A ("**Project**"). The Parties enter into this Contract under ORS 190.003 to ORS 190.110 (Intergovernmental Cooperation).

RECITALS

A. Oregon Legislature allocated to CGCC the amount of \$7.3 million pursuant to state bonding authority under Article XI-G of the Oregon Constitution, enabling CGCC to conduct capital construction as follows:

Columbia Gorge Community College: approved a scope change to the Advanced Technology Center project approved in Senate Bill 5507 (2013) and reauthorized in House Bill 5005 (2015), to allow the college to construct a "Middle College Prototype Facility". The facility will be used by the college and the North Wasco School District to focus on grades 11-14 and the transition between high school and post-secondary education.

The full legislative authorization is hereby incorporated by reference into this Contract.

B. The legislative allocation requires that CGCC demonstrate a cash match in the corresponding amount of \$7.3 million from sources exclusive of the State's General Fund and State general obligation bonds. This commitment to providing the cash match must be demonstrated by Feb. 11, 2019.

C. The Sponsors desire to assist CGCC in achieving the required match to ensure construction of the skills center portion of the Project in recognition of the economic value of a skill center in training students for high-demand skills to meet the region's workforce needs.

D. The Sponsors anticipate a sufficient income stream from their Enterprise Zone partnership to provide such financing assistance to CGCC, as described in the Enterprise Zone Tax Abatement Agreement between the Sponsors and Design LLC dated August 17, 2015 ("**Enterprise Zone Income**").

E. CGCC shall hold, use, and be responsible for the appropriate accounting of all funds dedicated for the purposes described in this Contract.

AGREEMENT

SECTION 1 – DEFINITIONS

The following capitalized terms have the meanings assigned below.

"Costs of the Project" means CGCC's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Proceeds under applicable state or federal statute and rule.

"Estimated Project Cost" means \$7,300,000.

"Sponsor Financing" means \$3,500,000 paid by the Sponsors, subject to the limitations or reduction as provided in this Contract.

"Proceeds" means the proceeds of the Sponsor Financing.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means no later than 48 months after the date of this Contract, or as such deadline may be extended by agreement of the Parties.

"Project Completion Date" means the date of issuance of a Certificate of Occupancy to CGCC for the Project.

SECTION 2 – FINANCIAL ASSISTANCE

The Sponsors shall provide to CGCC, and CGCC shall accept from Sponsors, financing for the skills center portion in an aggregate amount not to exceed the sum of \$3,500,000.

SECTION 3 – DISBURSEMENTS

A. Reimbursement Basis. The Proceeds will be disbursed to CGCC in annual installments of \$1,000,000 each for the first three disbursements and \$500,000 for the fourth and final

disbursement ("Disbursements"). The initial installment will be paid on the date of issuance of a Certificate of Occupancy for the Project and each subsequent payment will be due each anniversary of this date until the Proceeds are fully paid. Under no circumstance shall Disbursements total in excess of \$3,500,000. The Sponsors in their sole discretion may decide to accelerate a Disbursement or Disbursements.

- B. Financing Availability. The Sponsors' obligation to make, and CGCC's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 – FINANCING CONDITIONS

- A. Financing Converted to Grant Upon Successful Completion of the Project. If CGCC completes the Project by the Project Completion Deadline, the Sponsor Financing shall be considered a grant to CGCC as of the Completion Date. CGCC will have no obligation to repay any portion of the Sponsor Financing.
- B. Obligation to Repay Financing if Project is not successfully completed. Subject to Section 8 D (2), if CGCC fails to substantially complete the Project as of the Project Completion Deadline, the Sponsor Financing shall be considered a loan to CGCC as of the Project Closeout Deadline. CGCC shall repay the loan in accordance with the terms of this Contract.
1. Principal of the Loan: The principal of the loan will include the sum of all of the payments made by the Sponsors to CGCC prior to the Project Closeout Deadline.
 2. Loan Payments. Beginning on the date ninety (90) days after the Project Closeout Deadline, CGCC shall make equal annual installment payments of so much of the principal as will fully amortize the loan by ten years from the date ninety (90) days after the Project Closeout Deadline, on which date the entire outstanding balance of the Loan is due and payable in full.
 3. Loan Prepayments. The CGCC may prepay all or part of the outstanding balance of the Loan at any time.
 4. No Interest. CGCC will not be required to pay any interest on the loan payments.

SECTION 5 – CONDITIONS PRECEDENT

- A. Conditions Precedent to Sponsors' Obligation to provide Sponsor Financing. The Sponsors' obligation to provide Sponsor Financing under this Contract is subject to the receipt of the following items, in form and substance satisfactory to Sponsors and their legal counsel:

- (1) This Contract duly signed by an authorized officer of CGCC.
- (2) A copy of the order or resolution of the CGCC Board of Directors authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract.
- (3) Sufficient evidence in the Sponsors' sole discretion of the State of Oregon's financial support, satisfaction by CGCC of all corresponding requirements by the State of Oregon, and that CGCC has available or has obtained binding commitments in addition to this Contract for all funds necessary to complete the Project.

B. Conditions to Disbursements. As to any individual Disbursement, Sponsors have no obligation to disburse funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract continue to be true and correct on the date of each Disbursement.
- (3) The Sponsors have accumulated sufficient Enterprise Zone Income to make the Disbursement. The Sponsors agree to appropriate sufficient Enterprise Zone Income each budget year to make each Disbursement when due. If the Sponsors have not accumulated sufficient Enterprise Zone Income to make the Disbursement, Sponsors shall make a Disbursement in the amount of the available Enterprise Zone Income. Any reduction in a Disbursement due to insufficient Enterprise Zone Income shall be added to the amount of the next annual Disbursement.
- (4) CGCC has provided the Sponsors sufficient evidence, in the Sponsors' sole discretion, to indicate that construction of the Project is proceeding on time and substantially as described in Exhibit A.
- (5) Sponsors shall not be obligated for the performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Sponsors' Board of Commissioners or Council appropriates funds for this Contract in their respective Budget for each such future fiscal year.
- (6) In Sponsor's reasonable discretion, CGCC has made substantial progress to implement the programs on the timelines as set forth on attached Exhibit B.

SECTION 6 – USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. The CGCC shall use the Proceeds only for the activities related to

construction of the Project as described in Exhibit A. The CGCC may not transfer Proceeds to another project without the prior written consent of Sponsors.

- B. Costs of the Project. The CGCC shall apply the Proceeds to the costs of the Project in accordance with Oregon law, as applicable. Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total costs of the Project and cannot be used for Costs of the Project incurred prior to the date of this Contract.

SECTION 7 – REPRESENTATIONS AND WARRANTIES OF CGCC

CGCC hereby represents and warrants to Sponsors:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and full funding for the Project will have been identified upon the execution of this agreement.
- B. Organization and Authority.
- (1) The CGCC is a community college district of the State of Oregon, duly organized and existing under ORS Chapter 341.
 - (2) The CGCC has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) borrow and receive financing for the Project.
 - (3) This Contract has been authorized by an order or resolution of CGCC's governing body and that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract has been duly executed by CGCC and is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The CGCC has disclosed in writing to Sponsors all facts that materially adversely affect the Project, or the ability of CGCC to make all payments and perform all obligations required by this Contract. The CGCC has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The CGCC has disclosed in writing to Sponsors all proceedings pending (or to the knowledge of CGCC, threatened) against or affecting CGCC, in any court or

before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of CGCC to complete the Project and to make all payments and perform all obligations required by this Contract.

E. No Defaults.

(1) No Defaults or Events of Default as defined in Section 9 of this Contract exist or occur upon authorization, execution or delivery of this Contract.

(2) The CGCC has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of CGCC to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which CGCC is a party or by which the Project may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon the Project; (iii) violate any provision pursuant to which CGCC was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to CGCC, the Project or its properties or operations.

G. Governmental Consent. The CGCC has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 – COVENANTS OF CGCC

The CGCC covenants as follows:

A. Notice of Adverse Change. The CGCC shall promptly notify Sponsors of any adverse change in the activities, prospects or condition (financial or otherwise) of CGCC related to the ability of CGCC to perform all obligations required by this Contract.

B. Notice of Change in Estimated Project Cost. The CGCC shall promptly notify Sponsors of any material change in Project plans, Project Completion Date, or Estimated Project Cost.

C. Compliance with Laws. The CGCC shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project, as it may be modified or expanded from time to time.

D. Project Completion Obligations. The CGCC shall:

- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of Sponsor Financing provided pursuant to this Contract.
- (2) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the Sponsors in writing. CGCC reserves the right to request an extension of the Project Completion Deadline or other deadline under this Contract should the Project incur delay arising from contractor or material availability, or as a result of Force Majeure acts or other acts, events or occurrences beyond the reasonable control of CGCC. CGCC will make such a request to the Sponsors in writing, and include such information or evidence that will support the request. The Sponsors shall not unreasonably withhold approval of such request.
- (3) No later than the Project Closeout Deadline, provide Sponsors with a final project completion report, including CGCC's certification that the Project is complete, all payments are made, and no further disbursements are needed.

E. Financial Records. The CGCC shall keep accurate books and records for the revenues and funds that are the source of repayment if the Sponsor Financing is converted to a loan as provided in Section 4(B) of this Contract.

F. Inspections; Information. The CGCC shall permit Sponsors and any party designated by Sponsors: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The CGCC shall supply any related reports and information as Sponsors may reasonably require. In addition, CGCC shall, upon request, provide Sponsors with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of CGCC associated with the Project that are issued after the date of this Contract.

G. Records Maintenance. The CGCC shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, CGCC shall retain the books, documents, papers and records until the issues are resolved.

H. Insurance, Damage. CGCC shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar

insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities.

ID. Procurement Standards. When procuring goods or services (including professional consulting services) for construction of the Project, CGCC shall comply with the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

JG. Economic Benefit Data. The Sponsors may require CGCC to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The CGCC shall, at its own expense, prepare and submit the data within a reasonable time specified by Sponsors.

K. Program Benefit Data. The Sponsors may require CGCC to submit specific data on the progress and development of the programs set forth on Exhibit from the date of this Contract until six years after the Project Completion Date. The CGCC shall, at its own expense, prepare and submit the data within a reasonable time specified by Sponsors.

LH. Professional Responsibility. All service providers on the Project retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.

MI. Notice of Default. The CGCC shall give Sponsors prompt written notice of any Default as soon as any senior administrative or financial officer of CGCC becomes aware of its existence or reasonably believes a Default is likely.

NJ. Indemnity. To the extent authorized by law, CGCC shall defend, indemnify, save and hold harmless Sponsors and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged negligent act or omission by CGCC, its officers, employees and agents, related to this Contract or the Project, provided that the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or the Constitution or other laws of the State of Oregon.

SECTION 9 – DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The CGCC fails to make any loan payment when due.
- B. Any false or misleading representation is made by or on behalf of CGCC, in this Contract, in

any other Financing Document or in any document provided by CGCC related to Sponsor Financing or the Project.

- C. (1) A petition, proceeding or case is filed by or against CGCC under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against CGCC, CGCC acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) CGCC files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts; or
- (3) CGCC becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- D. CGCC fails to perform any obligation required under this Contract, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to CGCC by Sponsors. The Sponsors may agree in writing to an extension of time if they determine CGCC instituted and has diligently pursued corrective action.

SECTION 10 – REMEDIES

- A. Remedies. Upon any Event of Default, Sponsors may pursue any or all remedies in this Contract, the Note or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of CGCC. Remedies may include, but are not limited to:
 - (1) Terminating Sponsors' commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) If Financing is converted to a loan under Section 4(B) of this Contract, declaring all loan payments immediately due and payable, and upon written notice to CGCC, the same become due and payable without further notice or demand.
- B. No Remedy Exclusive; Waiver; Notice. No remedy available to Sponsors is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The Sponsors are not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.

- D. Default by Sponsors. In the event Sponsors default on any obligation in this Contract, CGCC's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Sponsors obligations.

SECTION 11 – MISCELLANEOUS

- A. Time is of the Essence. The Parties agree that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The Parties agree that their relationship is that of independent contracting parties and that CGCC is not an officer, employee, or agent of the Sponsors.
 - (2) This Contract will be binding upon and inure to the benefit of Sponsors, CGCC, and their respective successors and permitted assigns.
 - (3) The CGCC may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of Sponsors. The Sponsors may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, CGCC shall pay, or cause to be paid to Sponsors, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of Sponsors' Counsel. Any approved assignment is not to be construed as creating any obligation of Sponsors beyond those in this Contract or other Financing Documents, nor does assignment relieve CGCC of any of its duties or obligations under this Contract or any other Financing Documents.
- C. Disclaimer of Warranties: Limitation of Liability. In no event are Sponsors or their agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.
- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to Sponsors:

City of The Dalles:

City Clerk,
City of the Dalles
313 Court Street
The Dalles, Oregon 97058

Wasco County:

Wasco County Clerk
511 Washington Street
The Dalles, Oregon 97058

If to CGCC:

Columbia Gorge Community College
President's Office
400 East Scenic Drive
The Dalles, Oregon 97058.

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments. Waivers. This Contract may not be amended without the prior written consent of Sponsors and CGCC. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. The CGCC shall, on demand, pay to Sponsors' reasonable expenses incurred by Sponsors in the collection of loan payments.
- I. Choice of Law: Designation of Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Wasco County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Parties, by their signatures below, acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions.

WASCO COUNTY	COLUMBIA GORGE COMMUNITY COLLEGE
By: _____ _____, Chair County Commission	By: _____ _____,
Date: _____	Date: _____
THE CITY OF THE DALLES	
By: _____ City Manager	
Date: _____	

EXHIBIT A – DESCRIPTION OF THE PROJECT.

A. For the purposes of this Agreement, the Project consists of the following facilities to be constructed by CGCC on property that it currently owns that is part of The Dalles Campus:

1. **Skills Center:** Career-technical education facility with high-bay primary training space including overhead gantry crane. Secondary bays will be assigned to skills as informed by industry workforce demand. Skill center will also include classroom space(s), computer room, and “conference room” for student presentations. Overall facility will be sized as appropriate to support career-technical training in such fields as welding, construction trades, fire sciences, aviation mechanics, diesel mechanics, or such other family-wage trades as may pertain in the near or more distant future. The capital value of this facility upon completion of construction is estimated to be no less than \$7 million dollars, and shall not in any case be less than double the sponsors’ contribution to this project.

B. Estimated Completion Date. Subject to contractor availability, the Project will be completed no later than August 31, 2022.

C. Potential Additions to the Project. In addition, and subject to approval by the CGCC Board of Directors and budget note revision by Legislative Fiscal staff, the project may also include a weight room and soccer field, but these components are discretionary and contingent upon available budget resources.