



## AGENDA: REGULAR SESSION

WEDNESDAY, JULY 3, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

**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.	<b>CALL TO ORDER</b> 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. <b>Corrections or Additions to the Agenda</b> <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <a href="#">APHIS Work Plan</a> ; <a href="#">Appointments</a> ; <a href="#">April/May Reconciliations</a> <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.) <u>Reappointments</u> : <a href="#">Minutes: 6.5.2019 Regular Session</a> ; <a href="#">6.12.2019 Regular Session</a>
9:30 a.m.	<u>Planning Ordinance Updates</u> <u>Ordinance 19-004</u> <u>Ordinance 19-005</u> } Kelly Howsley-Glover
10:00 a.m.	<u>Public Works</u> <u>Warm Springs Weed Control</u> <u>Road Vacation Petition</u> } Arthur Smith
10:15 a.m.	<u>Revenue Policy</u> – Kayla Nelson
10:25 a.m.	<u>Harney County Mapping Agreement/Lane County Amendments</u> – Jill Amery
10:35 a.m.	<u>State Transportation Grant Agreements</u> – Jessica Metta
10:45 a.m.	<u>Economic Development Commission Quarterly Report</u> – Carrie Pippinich
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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  
JULY 3, 2019

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

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

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

Discussion Item – APHIS Work Plan

Mr. Stone explained that this is the standard work plan for predator management. We pay them a small amount which they match to provide a level of predator control in Wasco County.

**{{Commissioner Schwartz moved to approve the 2019-2020 USDA APHIS Wildlife Services Work and Financial Plan. Vice-Chair Hege seconded the motion which passed unanimously.}}**

Discussion Item – Appointments

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION (EDC)

Ms. White explained that the EDC has two vacant positions - one representing utilities and the other representing the Port of The Dalles. She said there is an application in the Board Packet for Justin Brock. The EDC has reviewed the application and is recommending his appointment to fill the position vacated by Stan Kelsey.

Ms. White went on to say the Port of The Dalles recommends a representative to serve on the EDC and is recommending Mike Courtney to fill the position being vacated by Kathy Ursprung. She noted that the term expiration in the order is incorrect and should be December 31, 2022.

**{{Vice-Chair Hege moved to approve Orders 19-102 and 19-105 appointing**

**Justin Brock to Position 11 and Mike Courtney to Position 4 on the Wasco County Economic Development Commission with a correction to Order 19-105 to expire December 31, 2022. Commissioner Schwartz seconded the motion which passed unanimously.}}**

FORT DALLES MUSEUM COMMISSION

Ms. White said there is a vacancy on the Museum Commission. The Commission is recommending Jeff Wolfanger's appointment.

**{{Commissioner Schwartz moved to approve Order 19-103 appointing Jeff Wolfanger to the Wasco County/City of The Dalles Museum Commission. Vice-Chair Hege seconded the motion which passed unanimously.}}**

PLANNING COMMISSION

Vice-Chair Hege explained that he is a member of a group that vets applicants to the Wasco County Planning Commission. He said they had three really great applicants and interviewed them all. Marcus Swift is an attorney with a background that includes land use. The group offered him the appointment which he accepted.

**{{Vice-Chair Hege moved to approve Order 19-104 appointing Marcus Swift as Alternate #2 on the Wasco County Planning Commission. Commissioner Schwartz seconded the motion which passed unanimously.}}**

Discussion Item – Reconciliations

Finance Director Mike Middleton reviewed the report included in the Board Packet.

Consent Agenda – Reappointments & Minutes

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

Agenda Item – Warm Springs Weed Control Agreement

Public Works Director Arthur Smith stated we have received a request from the Confederated Tribes of Warm Springs to continue noxious weed spraying for 2019. He said we are doing this on a year to year basis to accommodate the upcoming retirement of our Weed Master Merle Keys. He stated that Mr. Keys is one of the few with the certification to do this work. Chair Kramer commented that Mr. Keys has a good relationship with the Tribe.

Commissioner Schwartz pointed out that the contract cover letter mentions a

Wasco County Weed Board. She asked if we actually have a Weed Board. Mr. Smith replied that we had one but they were not active for years and therefor were disbanded.

**{{{Vice-Chair Hege moved to approve the Agreement with the Confederated Tribes of Warm Springs Reservation for the provision of noxious weed control services. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

#### Agenda Item – Road Vacation

Mr. Smith stated he recently received a road vacation petition from Doug Lee. Mr. Lee purchased property on Catron Road and then discovered a large portion of County right-of-way as well as a piece of the road that goes through his property but was never built . . . it only exists on paper. He would like to vacate the portions of Catron Road that go through his property. Mr. Smith went on to say that most of it goes through an orchard; it is great that Mr. Lee found it. He said that this order for a report is the first step in the road vacation process.

**{{{Vice-Chair Hege moved to approve Order 19-090 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Catron Road. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

#### Agenda Item – Harney & Lane County Mapping Agreements

County Assessor/Tax Collector Jill Amery stated that Lane County will no longer be doing our mapping; the two amendments terminate the two IGAs with Lane County. Vice-Chair Hege asked why they will no longer be doing the work. Ms. Amery replied that their main employee doing this work moved to another position; they gave us and three or four other counties three weeks' notice. This same employee also works part-time for Harney County and will be doing some of the work for us through the agreement with Harney County. She said the price will be the same. She said there are still details to be worked out but she is comfortable with the arrangement and grateful for the opportunity.

Ms. Amery went on to say that she is still working out the ORMAP remapping. Harney County is looking at how long it will take to get that work done before agreeing to take it on. She said she hopes to have an agreement by the next Board Session.

**{{{Commissioner Schwartz moved to approve Amendment 2 to the Lane County Tax Map Remapping Work IGA and Amendment 2 to the Lane County**



**IGA for Tax Map Maintenance and Geographic Information Systems to terminate both IGAs effective June 30, 2019. Vice-Chair Hege seconded the motion which passed unanimously.}}**

**{{Commissioner Schwartz moved to approve the Intergovernmental Agreement for Tax Map Maintenance between Harney County and Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}**

Ms. Amery announced that the CAFFA Grant has been approved at \$17 million to be divided among the counties; \$17,302 will be Wasco County's share. The Department of Revenue has not been fully funded for the last several years; this year they are fully funded and have filled all positions. She said that will change the conversation around funding for the counties.

Mr. Stone commented that we used to get 30% of the funding and is now down to 17%; the State continues to shift the burden to the counties while they fully fund themselves.

Vice-Chair Hege asked how full staffing at the State will change our situation. Ms. Amery replied that they are in change mode which could work for or against us. She said the Association is putting together a list of issues and needs and will have a new president in August.

#### Departments - Clerk

Wasco County Clerk and liaison to South Wasco Park and Recreation District Lisa Gambia reported that Chair Kramer attended the SWPRD meeting yesterday to present them with a check from the County to help fund the boat ramp project at Pine Hollow.

#### Agenda Item – 2<sup>nd</sup> Public Hearing Planning Ordinance Update 19-004

At 9:30 a.m. Chair Kramer opened a public hearing for 921-18-000109 and 921-18-000215, a review of a recommendation made by the Wasco County Planning Commission. He reviewed the process for 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 Dr. Kelly Howsley-Glover said nothing has changed since the first presentation of the Ordinance at the June 5, 2019 hearing.

Vice- Chair Hege asked if there will be an opportunity for the public to comment. Chair Kramer opened the floor for public comment. There was none.

**{{{Commissioner Schwartz moved to approve Ordinance 19-004 In the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the comprehensive plan related to land use planning goals 5 and 12 in Chapters 5 and 12 of Wasco County 2040, the Comprehensive Plan (File Numbers 921018-000109 and 921-18-000215). Vice-Chair Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – 1<sup>st</sup> Public Hearing Planning Ordinance Update – 19-005</b>
---

At 9:35 a.m. Chair Kramer opened a public hearing for 921-18-000214, a review of a recommendation made by the Wasco County Planning Commission.

He reviewed the process for 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.

Dr. Howsley-Glover reviewed the presentation included in the Board Packet. She stated that she held a series of five events to get feedback from the community.

Dr. Howsley-Glover went on to say that we really need to address the housing issues in our county. We have limitations on what we can permit with density generally limited to single family dwellings. She said the parcel size is also challenging; we feel we need more flexibility. She said they reviewed the law and looked at best practices to present those options to the public. It became clear what they most embraced. This was a high-level look for future planning.

Vice-Chair Hege asked about accessory dwelling units (ADUs) in the context of what is available today. Dr. Howsley-Glover replied that we allow hardship dwellings that are not permanent if an applicant can demonstrate the need for

consistent care for someone who is elderly or disabled. In that case, you can place a manufactured home or R.V. which must be on the same septic and well as the main structure. The property would not be eligible for division. She added that we can also allow an historic home to be designated as an accessory dwelling.

Commissioner Schwartz asked if for farms there can be additional housing for working staff. Dr. Howsley-Glover responded you can if you demonstrate the need; in that case they do not need to be on the same well and septic.

Vice-Chair Hege asked about permits for tiny homes in Wasco County. Dr. Howsley-Glover responded that if stick-built to code, we might be able to permit it; but might not due to the width. She said we do have a couple of permitted tiny homes in Wasco County.

Commissioner Schwartz asked how you differentiate between an R.V. and a tiny home. Planning Director Angie Brewer replied that R.V.s are produced by licensed manufacturers and therefore are already built to a certain code and undergo inspections. Tiny homes are a semantics nightmare as people have different definitions. She said they are often on chassis and DIY-built without going through the same rigorous inspection; they often cannot meet the fire safety code. She said it is an issue everywhere.

Dr. Howsley-Glover reviewed the Planning Commission's recommendations.

Vice-Chair Hege asked if this is the section where soil classifications would be addressed. Dr. Howsley-Glover replied that those classifications are state laws we are required to enforce; we advocate for more local control. She stated that Class 6 is considered productive soil; we can permit non-farm dwellings on Classes 7 and 8. She explained that the soil classification challenge process is difficult and expensive.

Ms. Brewer added that another wrinkle is the State uses outdated soil maps so we are not using current information. She said Dr. Howsley-Glover has done a lot of research in an effort to help citizens. She commented that central and eastern Oregon counties are being held to Willamette Valley standards and it is really not comparable.

Vice-Chair Hege said it seems silly at best; we should take the issue to AOC.

#### PUBLIC COMMENT

Ms. Gambee asked if there is allowable housing with infrastructure; she asked if a community would have to create that infrastructure. Dr. Howsley-Glover replied that it would depend on population density; it is really to make sure there is

enough water.

Vice-Chair Hege noted that LUDO requires a 10 acre minimum for rural residential. Dr. Howsley-Glover concurred, stating that rural service is 4 acres and with infrastructure it could be 2 acres. She observed that we have a lot of non-conforming parcels which are not eligible for division.

Vice-Chair Hege read the title of the proposed Ordinance into the record:

Ordinance 19-005 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to Land Use Planning Goals 10 and 14 in Chapters 10 and 14 of Wasco County 2040, the Comprehensive Plan (file number 921-18-000214)

<b>Agenda Item – Revenue Policy</b>
-------------------------------------

Finance Manager Kayla Nelson explained this is the first in a series of policies and reviewed the memo included in the Board Packet. She said this policy establishes:

- Acceptable forms of payment
- Finance Department review
- How one-time payments can be used
- Internal Controls
- Responsibilities
- Credit memos
- The Board's role in approving grant applications
- Authority to establish procedures
- When grant funds can create new positions
- The process to limit expanding personnel without supporting revenue

Commissioner Schwartz asked if this has been vetted by the Management Team. Mr. Stone replied that these are already in practice; the policy just formalizes it.

Commissioner Schwartz said she would like to see it go to the Management Team first. Mr. Stone said we can do that but this should be Commission-directed policy; before we open it to twenty different opinions, it would be good to have Board direction to put guard rails on that discussion.

Vice-Chair Hege stated he thinks it is a good policy; surprised we did not already have finance policies in place. He asked if we reviewed other policies. Ms. Nelson replied that they reviewed other counties' policies as well as talking to their finance staff. She said some have no policies, some have an all-in-one policy and

others have individual policies. Most of this is language from other counties with input from Mr. Stone and Mr. Middleton.

Chair Kramer said he appreciates having it. He said it is a living document; if it is not working, we can make changes.

**{{{Vice-Chair Hege moved to approve the Wasco County Revenue Policy. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Transportation Grant Agreements**

MCEDD Deputy Director Jessica Metta reminded the Board they had previously approved the grant applications association with these two grants which came in at the amounts requested. She said each grant has a slightly different focus.

Vice-Chair Hege asked if there is any discussion regarding electric buses. Ms. Metta responded that at this time there are no electric buses in our size range.

**{{{Vice-Chair Hege moved to approve the Oregon Department of Transportation Rail and Public Transit Division Agreement Number 33604 providing capital and operating funds for the provision of public transportation to seniors and individuals with disabilities and the general public in Wasco County. Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Chair Kramer moved to approve the Oregon Department of Transportation Rail and Public Transit Division Agreement Number 33507 funding maintenance and expansion of existing transportation programs for the provision of public transportation to seniors and individuals with disabilities in Wasco County. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

#### **Agenda Item – EDC Quarterly Report**

MCEDD Project Manager Carrie Pipinich reviewed the report included in the Board Packet, highlighting:

- Unincorporated Communities Committee is focusing more work on one place rather than spreading themselves too thinly. Right now the work is focused in Wamic.
- Small Cities Committee has added Maupin, Mosier and Dufur to look at infrastructure projects. They are engaged in training and connecting leaders to resources.
- Planning processes – Maupin is looking at next steps such as adequate

employment plans. Maupin is in compliance and has enough land but not all of it is accessible.

- QLife – wrapping up the Maupin broadband project. We are working with the City of Maupin and the Chamber on how to best utilize the new broadband; there will be business training in the fall.
- Open for Business Committee – Education with City of The Dalles as they look at grant funding for their urban growth area; they are looking for brownfields. Right now they are applying to EPA for \$600,000 to do contamination and sight redevelopment studies.
- Opportunity Zones – Engaging with development communities and support investments that are in line with community goals.

Vice-Chair Hege asked about the status of the work with the Fair Board. Ms. Pipinich replied that she is working to bring their strategic Plan to the Board of Commissioners. She said they have not had much feedback from the Fair Board. Ms. Gambee said it is on the agenda for Monday's Fair Board meeting.

#### Commission Call

Vice-Chair Hege said he attended the first meeting of the Wasco County Compensation Committee which will be a 7-month process. The first meeting was mostly education for the team around pay equity and job descriptions.

Mr. Stone said there will likely be an addendum to HR Answers agreement to compensate them for the work they will be doing to help us address Pay Equity.

Vice-Chair Hege commented that the new security level for mobile devices has been challenging. Mr. Stone stated that he has had a couple of conversations with the Information Systems Director about whether or not this is the right solution. Managing calendars and contacts has been a bit issue. We are evaluating and looking at other alternatives.

Vice-Chair Hege said he is also serving on a committee looking at staffing in the Sheriff's Department as it relates to coverage throughout the county. They are looking at the call load among other factors. What came out of the first meeting was a list of data we will need to move forward.

Commissioner Schwartz announced she attended Senator Merkley's town hall as well as a Household Hazardous Waste meeting. She went on to say that NORCOR did not get funding from the State but have a commitment from Representative Bonham to strategize for the short session. They are putting together a non-partisan commission.

Chair Kramer said he has been asked to participate in visioning for urban renewal. He will want to have a unified position from the Board.

Vice-Chair Hege said that on the 11<sup>th</sup>, he and Mr. Stone along with the County Treasurer will be attending the annual NACo Conference in Las Vegas.

Commissioner Schwartz announced that the NORCOR Board has agreed to do an evaluation of the current administrative structure. That process started at the last meeting and will be followed by a work session in the fall to hash that out with staff. There were a fair amount of concerns brought forward.

Chair Kramer announced that Senate Bill 339 which would have included cultivated lands as eligible to form fire associations was defeated. The Central Wasco group will likely move toward forming a fire district.

Mr. Stone stated that the County now owns a fully functioning Building Codes Department; we are working out the bugs as they come up. He said we are pushing some plan reviews to the Clair Company to reduce the backlog from the State; they were 16-20 weeks behind and sent most of that to us. He said that we have more than 80 in the queue. He said that plan review is an interactive process – contractors submit plans which are returned to them for additional information and then resubmitted; that loop can occur several times prior to approval. He stated that Clair Company has been very responsive and have already knocked out 15 reviews. He said that this is a cost to a program that may or may not be able to sustain that service. He concluded by saying that all staff are hired and the vehicles are here and being logoed. He said that will be an evening meeting next week to introduce contractors to staff.

The Board complimented Mr. Stone and his team for the great work in transitioning the program to Wasco County.

The session was adjourned at 11:00 a.m.

Summary of Actions
--------------------

**MOTIONS**

- **To approve Order 19-090 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Catron Road.**
- **To approve Orders 19-102 and 19-105 appointing Justin Brock to Position 11 and Mike Courtney to Position 4 on the Wasco County Economic Development Commission with a correction to Order 19-105**

to expire December 31, 2022.

- **To approve Order 19-103 appointing Jeff Wolfanger to the Wasco County/City of The Dalles Museum Commission.**
- **To approve Order 19-104 appointing Marcus Swift as Alternate #2 on the Wasco County Planning Commission.**
- **To approve the Consent Agenda Reappointments:**
  - **Order 19-083 Reappointing Rich Remington to Board of Review**
  - **Order 19-084 Reappointing David Cooper to Board of Review**
  - **Order 19-085 Reappointing Jerry Duling to Board of Review**
  - **Order 19-086 Reappointing Rodger Nichols to CRGC**
  - **Order 19-087 Reappointing Debby Jones to HUB board**
  - **Order 19-088 Reappointing Kristina Coleman to Library Board**
  - **Order 19-089 Reappointing John Hutchison to BOPTA**
  - **Order 19-091 Reappointing Vickie Ellett to BOPTA**
  - **Order 19-092 Reappointing Scott Hege to BOPTA**
  - **Order 19-093 Reappointing Ruby Mason to BOPTA**
  - **Order 19-094 Reappointing Louise Sargent to STF Advisory**
  - **Order 19-095 Reappointing Lee Bryant to STF Advisory**
  - **Order 19-096 Reappointing Louise Sargent to STIF Advisory**
  - **Order 19-097 Reappointing Lee Bryant to STIF Advisory**
  - **Order 19-098 Reappointing Steve Kramer to Urban Renewal**
  - **Order 19-099 Reappointing Phil Kaser to 15-Mile**

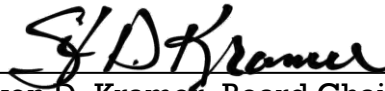


**Watershed**

- **Order 19-100 Reappointing Bob Durham to 15-Mile Watershed**
- **Order 19-101 Reappointing Martin Underhill to 15-Mile Watershed**
- **Minutes: 6.5.2019 Regular Session & 6.12.2019 Regular Session**
- **To approve the Agreement with the Confederated Tribes of Warm Springs Reservation for the provision of noxious weed control services.**
- **To approve the Agreement with the Confederated Tribes of Warm Springs Reservation for the provision of noxious weed control services.**
- **To approve Order 19-090 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Catron Road.**
- **To approve Amendment 2 to the Lane County Tax Map Remapping Work IGA and Amendment 2 to the Lane County IGA for Tax Map Maintenance and Geographic Information Systems to terminate both IGAs effective June 30, 2019.**
- **To approve the Intergovernmental Agreement for Tax Map Maintenance between Harney County and Wasco County.**
- **To approve Ordinance 19-004 In the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the comprehensive plan related to land use planning goals 5 and 12 in Chapters 5 and 12 of Wasco County 2040, the Comprehensive Plan (File Numbers 921018-000109 and 921-18-000215).**
- **To approve the Wasco County Revenue Policy.**
- **To approve the Oregon Department of Transportation Rail and Public Transit Division Agreement Number 33604 providing capital and operating funds for the provision of public transportation to seniors and individuals with disabilities and the general public in Wasco County.**
- **To approve the Oregon Department of Transportation Rail and Public Transit Division Agreement Number 33507 funding maintenance and**

**expansion of existing transportation programs for the provision of public transportation to seniors and individuals with disabilities in Wasco County.**

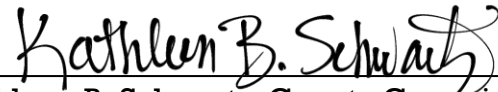
Wasco County  
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



## DISCUSSION LIST

---

[APHIS WORK PLAN](#)

---

[APPOINTMENTS](#) – Kathy White

---

[APRIL/MAY RECONCILIATIONS](#) – Mike Middleton

---



## DISCUSSION ITEM

### USDA APHIS Work and Financial Plan

---

[STAFF MEMO](#)

---

[2018 COOPERATIVE SERVICE AGREEMENT](#)

---

[PREDATOR CONTROL WORK AND FINANICAL PLAN](#)

---

[MOTION LANGUAGE](#)

---



## MEMORANDUM

**SUBJECT: APHIS Work Plan**

---

TO: BOARD OF COUNTY COMMISSIONERS

---

FROM: KATHY WHITE

---

DATE: JUNE 25, 2019

### **Background Information**

This is an annual agreement with USDA APHIS Wildlife Services for predator control in Wasco County. APHIS: Animal and Plant Health Inspection Service

**FILED  
WASCO COUNTY**

**2018 AUG 27 P 3:02**

**LISA GAMBEE  
COUNTY CLERK**

APHIS-WS Agreement Number: 18-7341-5129-RA

APHIS-WS WBS: AP.RA.RX41.73.0144

**COOPERATIVE SERVICE AGREEMENT  
between  
WASCO COUNTY BOARD OF COMMISSIONERS  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES (APHIS-WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to manage coyotes and other predatory and/or nuisance species in and around Wasco County property to reduce damage and mitigate human health and safety threats.

**ARTICLE 2 - AUTHORITY**

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

Under the Consolidated Appropriations Act, 2017, (Pub. L. No. 115-31, 131 Stat. 144, H.R. 244 — 115th Congress (2017-2018), APHIS is authorized to collect fees to cover the total costs of providing technical assistance, goods, or services requested by States, other political subdivisions, domestic and international organizations, foreign governments, or individuals, provided that such fees are structured such that any entity's liability for such fees is reasonably based on the technical assistance, goods, or services provided to the entity by the Agency, and such fees shall be credited to this account, to remain available until expended, without further appropriation, for providing such assistance, good, or services.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by nuisance coyotes in Wasco County. Based on this consultation, WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.

- d. APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project.
- f. APHIS-WS will provide overall direction and control of the program.

#### ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to that:

- a. Designate \_\_\_\_\_, Wasco County Board of Commissioners Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. Reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### ARTICLE 5 - WS RESPONSIBILITIES

WS agrees:

- a. To designate David Williams, State Director, 6135 NE 80th Avenue Suite A8 Portland, Oregon, (503) 326-2346, david.e.williams@aphis.usda.gov as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of this Agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

#### **ARTICLE 9 – APPLICABLE REGULATIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients

#### **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).



**ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 12 – FAILURE TO PAY FEES**

The Cooperator is liable for fees assessed for services performed under this agreement. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717

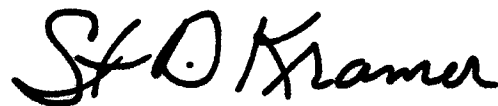
**ARTICLE 13 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective July 1, 2018 and shall continue to June 30, 2023. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

**AUTHORIZATION:**

Wasco County Board of Commissioners  
511 Washington St., Ste 302  
The Dalles, OR 97058

Tax ID # 93-6002315



Representative, Wasco County Board of Commissioners

August 1, 2018

Date

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION  
SERVICE WILDLIFE SERVICES

Tax ID # 41-0696271



State Director, Oregon

8/14/18

Date



Director, Western Region

8/15/18

Date

Acting



United States  
Department of  
Agriculture

Monday, June 17, 2019

Animal and  
Plant Health  
Inspection  
Service

Wasco County Board of Commissioners  
511 Washington St., Ste 302  
The Dalles, OR 97058

Dear Wasco County Board of Commissioners,

Wildlife  
Services

Enclosed are three copies of the documents needed for wildlife damage prevention and management services for Wasco County Board of Commissioners from July 01, 2019 through June 30, 2020.

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

If the documents are agreeable to Wasco County Board of Commissioners please have an authorized representative sign all three copies and send all three copies back to our office. A fully executed copy will be sent to Wasco County Board of Commissioners when completed.

I welcome the opportunity to address your questions or concerns. Please contact me by email at [Kizma.L.Button@usda.gov](mailto:Kizma.L.Button@usda.gov) or by phone 541-788-9960

Thank you for the opportunity to serve you,

A handwritten signature in blue ink, reading "Kizma L. Button", with a long, sweeping horizontal line extending to the right.

Kizma L. Button  
Supervisory Budget Analyst

Enclosure

CC: Patrick Smith in LaGrande, Oregon (541) 963-7947

*Safeguarding American Agriculture*  
APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

<b>COOPERATOR:</b>	<b>WASCO COUNTY BOARD OF COMMISSIONERS</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>19-7341-5129-RA</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0144</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2019 - June 30, 2020</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$5,000.00</b>

Pursuant to Cooperative Service Agreement No. 18-7341-5129-RA between Wasco County Board of Commissioners and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Wasco County Board of Commissioners from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor Patrick Smith in LaGrande, Oregon (541) 963-7947 will supervise this project. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.
3. APHIS-WS will bill Wasco County Board of Commissioners quarterly for actual costs incurred in providing service, not to exceed \$5,000.00.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

## **PROCUREMENT**

Wasco County Board of Commissioners understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

## **STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Wasco County Board of Commissioners and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire Marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

## **COST ESTIMATE FOR SERVICES:**

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

## **AUTHORIZATION:**

Wasco County Board of Commissioners  
Attn: Accounts Payable  
511 Washington St., Ste 302  
The Dalles, OR 97058

\_\_\_\_\_  
Representative, Wasco County Board of Commissioners

\_\_\_\_\_  
Date

**Agreement is effective the date of Cooperator signature or agreement start date, whichever is later.**

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION  
SERVICE WILDLIFE SERVICES

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date



FINANCIAL PLAN  
For the disbursement of funds from  
Wasco County Board of Commissioners  
to

USDA APHIS Wildlife Services  
for

wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance  
wildlife to protect property and human health and safety  
from

July 1, 2019

to

June 29, 2020

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	4% <sup>1</sup> of FTE(s) for FY 18-19
Personnel Compensation	\$ 2,856.84	\$ 3,219.27	\$ 6,076.11
Vehicles	\$ 641.50	\$ 722.88	\$ 1,364.38
Hires & Reimbursements	\$ 308.73	\$ 347.89	\$ 656.62
Supplies and Materials	\$ 125.30	\$ 141.19	\$ 266.49
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 3,932.36	\$ 4,431.24	\$ 8,363.60
---------------------------	-------------	-------------	-------------

Pooled Job Costs	11.00%	\$ 432.56	N/A	\$ 432.56
Indirect Costs	16.15%	\$ 635.08	N/A	\$ 635.08

<b>Agreement Total:</b>	<b>\$ 5,000.00</b>	<b>\$ 4,431.24</b>	<b>\$ 9,431.24</b>
-------------------------	--------------------	--------------------	--------------------

Percentage Cost Share	47.02%	52.98%	100.00%
-----------------------	--------	--------	---------

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$5,000.00.

<sup>1</sup>This percent reflects current costs and predictive forecasting which is subject to change based on actual costs, including but not limited, to employee costs (including benefits) and actual supply and equipment costs.



## **MOTION**

**SUBJECT:** APHIS Agreement

---

I move to approve the 2019-2020 USDA APHIS Wildlife Services Work and Financial Plan.



## DISCUSSION ITEM

### **Appointments**

---

[EDC](#)

---

[FORT DALLES MUSUEM COMMISSION](#)

---

[PLANNING COMMISSION](#)

---



## DISCUSSION ITEM

### Economic Development Commission Appointment

---

[EDC STAFF MEMO](#)

---

[JUSTIN BROCK APPLICATION](#)

---

[ORDER 19-102 APPOINTING JUSTIN BROCK TO EDC](#)

---

[ORDER 19-105 APPOINTING MIKE COURTNEY TO EDC](#)

---

[MOTION LANGUAGE](#)

---



## **Memorandum**

**Date:** June 14, 2019  
**To:** Wasco County Board of Commissioners  
**From:** Carrie Pipinich, EDC Coordinator  
**Re:** Positions 4 and 11

---

The EDC has two recommendations for consideration by the Board of County Commissioners for appointments.

### **Position 4**

Position 4 is designated as a Representative of the Port of The Dalles. The EDC's recommendation is determined by recommendations from the represented entity. This position has been filled by Port Marketing and Communications Manager Kathy Ursprung for the last several years. With her departure from the Port at the end of June, the Port has recommended that that Port Commissioner Mike Courtney serve on the EDC as its representative.

### **Position 11**

Position 11 is an at-large position that focuses on representation from the utilities sector. This position is currently held by Stan Kelsay through the end of his term on June 30, 2019.

After a press release, posting the position on the EDC and MCEDD websites and additional outreach, staff received interest forms from Tonya Brumley of NW Natural and Justin Brock of Northern Wasco PUD by the May 30, 2019 deadline. At its June 6, 2019 considered the candidates and formed a recommendation for Justin Brock.

Additionally, the EDC is requesting that Position 11's term be moved to align with other reappointments occurring at the end of the calendar year with this cycle.

### **Request**

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

1. The EDC recommends appointment of Mike Courtney for Position 4 to fulfill the remainder of the term started January 1, 2019 through December 31, 2022.
2. The EDC recommends appointment of Justin Brock for Position 11 to fulfill a term beginning July 1, 2019 through December 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](mailto:carrie@mcedd.org)

*For questions call 541-296-2266.*

### PERSONAL DATA

Preferred Mailing Address: Home ☐ Business ☒

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

First Name Justin

Last Name Brock

Home Mailing Address [REDACTED]

City The Dalles

State OR

Zip 97058

County Wasco

Business Name Northern Wasco County People's Utility District

Business Address 2345 River Road

City The Dalles

State OR

Zip 97058

Occupation Key Accounts Manager and Power Resource Analyst

Home Phone [REDACTED]

Business Phone [REDACTED]

Ext

Cell Phone (optional) [REDACTED]

E-mail address [REDACTED]

### 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.*

Northern Wasco County PUD is interested in serving on the Wasco County Economic Development Commission by way of being a partner who looks to collaborate and support the efforts of the Commission for the betterment of the county and its communities. As a service provider to businesses and residents within the county, the PUD sees itself as an integral part of several communities in the county and would make a valuable resource to have on the Commission. This opportunity parallel's the PUD's strategic goals in the collaboration and willingness to work with other partners towards development activities throughout the county. The presence of the PUD serving on the Commission would further help in accomplishing projects that focus on job creation, improving

wages, and increasing capacity to bring investment opportunities into Wasco County. Keeping the Board of County Commissioners apprised of needs, activities, and economic development opportunities is one of many things the PUD will bring to the Commission. As the Key Accounts Manager and Power Resource Analyst, I can bring many skill sets such as aiding in all phases of project management, offering a keen eye for in-depth analysis, as well as, providing a perspective from the electric utility industry. Serving on the Commission will coincide seamless with efforts at hand that I work on in the PUD's Key Account Program. Furthermore, my capacity to assist the Commission with full involvement and support is vast and unwavering.

Educationally: I am a graduate of Columbia Gorge Community College's Renewable Energy Program. I also have a B.S. in Energy Management and a M.S. in Energy Management. Currently I am studying to take the test for Project Management Professional certification.

Personally: My wife works at Wasco Electric Cooperative as the Member Services Manager. We have a 9 year-old daughter who goes to St. Mary's Academy, where I also serve as a member on the School Advisory Council.

### **ADDITIONAL INFORMATION**

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

No conflicts of interest with serving on this Commission.

**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](mailto:carrie@mcedd.org).  
Forms are due on Thursday, May 30, 2019.**



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF JUSTIN BROCK TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION, POSITION #11

**ORDER #19-102**

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 Economic Development Commission; and

IT FURTHER APPEARING TO THE BOARD: That Justin Brock is willing and is qualified to be appointed to the Wasco County Economic Development Commission and has been recommended for this position by said Commission; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Justin Brock be and is hereby appointed to the Wasco County Economic Development Commission Position #11; said term to expire on December 31, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 MIKE COURTNEY TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION, POSITION #4 REPRESENTING THE PORT OF THE DALLES

**ORDER #19-105**

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Economic Development Commission; and

IT FURTHER APPEARING TO THE BOARD: That Mike Courtney is willing and is qualified to be appointed to the Wasco County Economic Development Commission and has been recommended for this position by said Commission; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Courtney be and is hereby appointed to the Wasco County Economic Development Commission Position #4 Representing the Port of The Dalles; said term to expire on December 31, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brad Timmons, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## MOTION

**SUBJECT: Economic Development Commission Appointments**

---

I move to approve Orders 19-102 and 19-105 appointing Justin Brock to Position 11 and Mike Courtney to Position 4 on the Wasco County Economic Development Commission.



## DISCUSSION ITEM

### Fort Dalles Museum Commission Appointment

---

[INTRODUCTORY EMAIL](#)

---

[JEFF WOLFANGER APPLICATION](#)

---

[ORDER 19-103 APPOINTING JEFF WOLFANGER TO MUSEUM  
COMMISSION](#)

---

[MOTION LANGUAGE](#)

---



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

---

## Jeff Wolfanger

---

**Elizabeth Wallis** <firefly1345@gmail.com>

Mon, Jun 17, 2019 at 11:45 AM

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

Thanks, Kathy.

At the June 11th, 2019 meeting of the Fort Dalles Museum and Anderson Homestead Commission, the Commission voted to recommend Jeff Wolfanger to be appointed as a Wasco County representative of the Commission. Members Elizabeth Wallis, Donna Lawrence, Dalia Thompson and Mike Waker voted in favor; Eric Gleason and Loyal Quackenbush were absent and excused. The motion passed.

Cell: (971) 225-0506



Virus-free. [www.avg.com](http://www.avg.com)

[Quoted text hidden]





## INFORMATION AND QUALIFICATION FORM

### FORT DALLES MUSEUM COMMISSION

VOLUNTEER POSITIONS  
WASCO COUNTY, OREGON

#### BACKGROUND

The Ft. Dalles Museum, a department of Wasco County, is a vital economic and cultural asset in our community and is the oldest historical museum in the State of Oregon. Run by Wasco County and the City of The Dalles, the joint Commission is made up of seven members; four members are appointed by Wasco County and three are appointed by the City of The Dalles for three-year terms. The Commission meets once each month; members are encouraged to volunteer for ongoing projects.

#### APPLICATION

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

Name: Jeff Wolfanger

Address: [REDACTED]

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

E-mail address: [REDACTED]

Signature: [REDACTED]

Date: 6/7/19 Number of years as a Wasco County resident: 5

Your objectives/goals? Desired contributions and accomplishments?

Protect & promote the history of The Dalles  
Contribute to the community I live in.

# FORT DALLES MUSEUM COMMISSION APPLICATION

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

Chemical Dependency Professional Date(s): [REDACTED]  
 BS Psychology Date(s): [REDACTED]  
 Date(s):  
 Date(s):

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

Sherman County Historical Society Board Date(s): 2002-2006  
 Community Wellness & Prevention - Klamath Date(s): 2012-2019  
 Drug Free Communities - Klamath County Date(s): 2018-present  
 Date(s):

General Comments/Additional Relevant Information

Continue volunteering @ Sherman County Museum,  
 will phase out duties when in order to focus  
 & support Ft Dalles.

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 JEFF WOLFANGER TO THE WASCO COUNTY/CITY OF THE DALLES  
MUSEUM COMMISSION

**ORDER #19-103**

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/The Dalles Museum Commission; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Wolfanger is willing and is qualified to be appointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Wolfanger be and is hereby appointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## **MOTION**

**SUBJECT: Fort Dalles Museum Commission Appointment**

---

I move to approve Order 19-103 appointing Jeff Wolfanger to the Wasco County/City of The Dalles Museum Commission.



## DISCUSSION ITEM

### Wasco County Planning Commission Appointment

---

[INTRODUCTORY EMAIL](#)

---

[MARCUS SWIFT APPLICATION](#)

---

[ORDER 19-104 APPOINTING MARCUS SWIFT TO PLANNING  
COMMISSION](#)

---

[MOTION LANGUAGE](#)

---



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

---

## New Planning Commissioner

1 message

---

**Angie Brewer** <angieb@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>  
Cc: Brenda Jenkins <brendaj@co.wasco.or.us>

Thu, Jun 20, 2019 at 2:30 PM

Hi Kathy,

Marcus Swift was interviewed by the Wasco County Planning Commission Selection Committee on Monday, and accepted our offer this afternoon. Could you please add his appointment to the next available Board session. He is not able to participate in our July meeting due to an existing conflict, so there is no hurry.

Marcus will be filling the "Planning Commission Alternate #2" position.

Thank you!  
Angie



**Angie Brewer, AICP | Director**  
**PLANNING DEPARTMENT**

[angieb@co.wasco.or.us](mailto:angieb@co.wasco.or.us) | [www.co.wasco.or.us](http://www.co.wasco.or.us)  
541-506-2566 | Fax 541-506-2561  
2705 East Second Street | The Dalles, OR 97058

*This correspondence does not constitute a Land Use Decision per ORS 197.015. It is informational only and a matter of public record.*

Marcus J. Swift, Esq.



April 9, 2019

Wasco County Planning Department  
Attention: Brenda Jenkins  
2705 East 2nd Street  
The Dalles, OR 97058

RE: Planning Commission Vacancy

Dear Ms. Jenkins,

I'd like to officially submit my name and application for an appointment to the Wasco County Planning Commission. Wasco County is a beautiful, vibrant place thanks to dedicated public servants, important governmental processes, and dedicated citizens who volunteer. I would like to volunteer to be a small part of your extremely important work.

My background is in government, the law, policy, and the legislative process over the last 12 years. I believe I could bring my extensive experience in working with people and complicated policies and processes to the Commission and provide value to your work.

I currently work as an Associate Attorney at Peachey Davies Myers & Dunn, P.C. In that role, I routinely analyze complex policies, statutes, and case law. In my previous career experiences, I have worked as a Legislative Aide in the Oregon House of Representatives, a Community Affairs Specialist at TriMet Public Transit Agency, and a registered lobbyist in the Oregon Legislature for several legislative sessions. I have also served in a variety of volunteer roles with nonprofits and boards of directors. All of that experience with government, legislative bodies, and citizen involvement, will be extremely valuable to my work on the Wasco County Planning Commission.

I moved to The Dalles and Wasco County specifically because it is a beautiful, growing community that has big, complex issues to tackle as it grows and develops. I would love to have a voice in that process. I want to invest my time and energy into the community. I sincerely hope the Commission will consider me for the open position. Please don't hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marcus J. Swift'.

Marcus J. Swift





## Wasco County Planning Department

*"Service, Sustainability & Solutions"*

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

### **Wasco County is seeking volunteer applicants** **for an alternate position on the** **Wasco County Planning Commission**

The Wasco County Planning Commission examines and reviews changes to the Wasco County Comprehensive Plan, Wasco County National Scenic Area Land Use and Development Ordinances and other documents; makes presentations and recommendations to approval authorities on land use matters; and performs other functions concerning land use, strategic planning, special projects and economic development. Essential qualifications include both the ability and willingness to work toward solutions concerning land use and development.

Alternates attend and participate in Planning Commission meetings but do not vote unless a voting member is absent from the meeting. Alternates are considered first to fill vacancies on the Planning Commission.

If you have an interest in becoming a Wasco County Planning Commissioner, applications are available on the Wasco County home page: [www.co.wasco.or.us](http://www.co.wasco.or.us) or can be obtained at the Wasco County Planning Department.

Please complete the application and return it to the Wasco County Planning Department.





**Wasco County Planning Department**  
*"Service, Sustainability & Solutions"*  
2705 East Second St • The Dalles, OR 97058  
(541) 506-2560 • [wcplanning@co.wasco.or.us](mailto:wcplanning@co.wasco.or.us)  
[www.co.wasco.or.us/planning](http://www.co.wasco.or.us/planning)

## **Volunteer Position**

### **INFORMATION & APPLICATION WASCO COUNTY PLANNING COMMISSION**

#### **BACKGROUND**

The Wasco County Planning Commission examines and reviews changes to the Wasco County Comprehensive Plan, Wasco County and National Scenic Area Land Use and Development Ordinances and other documents; makes presentations and recommendations to approval authorities on land use matters; and performs other functions concerning land use, strategic planning, special projects and economic development.

The Wasco County Planning Commission meets at 3 p.m. on the first Tuesday of each month, with additional meetings or functions as scheduled. Additionally, individuals must commit time and effort to reading detailed land use materials and reports and to understanding complicated issues. Essential qualifications include both the ability and willingness to work toward solutions concerning land use and development.

#### **APPLICATION FOR APPOINTMENT TO PLANNING COMMISSION**

##### Applicant Information:

**Name:** Marcus J. Swift

**Home Address:** Street, The Dalles, OR 97058

**Mailing Address (if different):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Occupation:** Associate Attorney at Peachey Davies Myers & Dunn, P.C.

## **Please respond to the following questions:**

*Note: A letter of interest may be included with this application and is encouraged.*

### **1. Why are you interested in serving on the Wasco County Planning Commission?**

I recently moved to Wasco County because I was drawn to the area's people, places, history, and natural beauty. I also know that those things don't happen automatically or by accident. Building and preserving a vibrant place like Wasco County requires dedicated public servants working in government and dedicated citizens who volunteer and get engaged in important government processes. As a new resident of The Dalles, Oregon, I already have great pride in this community and I'm excited about all of the changes on the horizon. I want to give back to my community and serve. I would be honored to be a part of the Wasco County Planning Commission to help guide Wasco County forward.

I have spent my entire career working as an advocate and being engaged in government, legislative advocacy, policy development, and the law. I think I can contribute a great deal of insight and careful, studied analysis to the issues facing the Planning Commission.

### **2. Please list any applicable experience or educational background.**

Attorney,  
Peachey Davies Myers & Dunn, P.C. (2019-Present)  
Registered Lobbyist, Oregon Legislature (2016-2019)  
Oregon Bar Association, House of Delegates (2016-2019)  
Juris Doctor Degree, Roger Williams University School of Law (2014)  
Community Affairs Specialist, TriMet Public Transit Agency (2008)  
Legislative Aide, Oregon Legislature (2007)

### **Return Application and Letter of Interest to:**

Wasco County Planning Department  
C/O Brenda Jenkins  
2705 East 2<sup>nd</sup> Street • The Dalles, OR • 97058



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MARCUS SWIFT AS ALTERNATE #2 ON TO THE WASCO COUNTY  
PLANNING COMMISSION

**ORDER #19-104**

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Planning Commission; and

IT FURTHER APPEARING TO THE BOARD: That Marcus Swift is willing and is qualified to be appointed to the Wasco County Planning Commission to fill the vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marcus Swift be and is hereby appointed to the Wasco County Planning Commission as Alternate #2; said term to expire on December 31, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## MOTION

**SUBJECT:** Wasco County Appointment

---

I move to approve Order 19-104 appointing Marcus Swift as Alternate #2 to the Wasco Planning Commission.



## DISCUSSION ITEM

### Reconciliations

---

[APRIL/MAY RECONCILIATION REPORT](#)

---

## **Reconciliation Report for April and May 2019**

### **Bank Reconciliation – All accounts April and May 2019**

- All Wasco County bank accounts reconciled for April and May 2019
- Each month is on one page
- No variances

### **Bank Reconciliation Qlife – All Qlife accounts April and May 2019**

- All Qlife bank accounts reconciled for April and May 2019
- Each month is on one page
- No variances

### **Accounts Payable GL to Subledger – April and May 2019**

- Reconciled for April and May with no variances
- Each month is on one page
- Includes Qlife AP reconciliation for simplification of the process

### **Accounts Receivable GL to Subledger – April and May 2019**

- Reconciled for April and May with no variances
- Each month is on one page
- No balances in unassigned receipts (GL#25101)
- No balances in 60-Day receipts (GL#13301)
- Includes Qlife AR reconciliation for simplification of the process
- Large AR in Fund 220 – 911 Communications due to timing of The Dalles contribution

### **Transfers In – Transfers Out Eden – April and May 2019**

- Reconciled April and May; no variances – Transfers in = Transfers out
- Part of monthly financial reporting
- Each month is one page

### **PERS Recap Payroll Register to PERS invoice – April and May 2019**

- Reconciles; only \$1.48 YTD rounding as of 5/31/2019
- PERS units dropped to one employee totaling \$2.32 for the months
- One page shows summary for both April and May 2019

Ascend to Eden Property Tax Receivable – April and May 2019

- 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 per month

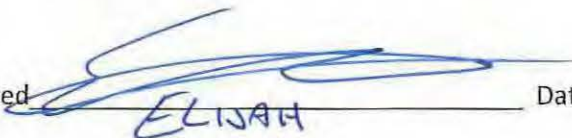
Ascend to Eden Property Tax Revenue – April and May 2019

- No variances
- Nine pages
- Page 28-30 reconcile April 2019 only
- Page 31-33 reconcile May 2019 only
- Page 37-39 reconcile July – May 2019 (YTD) – used legal size paper
  - Broke out entries that had been grouped to date – will make year end clearer

Investing – April and May 2019

- Will review with Investment Committee for progress and compliance
  - Meetings have moved to quarterly next is July 29<sup>th</sup>
- Reconciled balance
  - Look to page #3 Book Value column
- In compliance with Investment Policy
- Four pages for each month – legal size paper


Reviewed

 ELIJAH

Date

6/20/19

Reviewed



Date

6/20/19

## Reconciliation checklist

[illegible]

**Qlife**

[illegible]



**Bank Reconciliation  
May 2019**

Bank							Eden						
	LGIP	LGIP - Business Codes	Unseg	Charter Appeal	Main	Total		LGIP - 11401	LGIP - Business Codes 790.11404	Unseg - 11302	Charter Appeal - 786-11304	Main - 11101	Total
Beginning Balance per Bank	22,587,739.01	3,994,983.67	751,797.76	271,937.48	1,159,506.55	28,765,964.47	Beginning Balance per Eden	22,587,739.01	3,994,983.67	748,137.87	271,937.48	981,597.54	28,584,395.57
Deposits	417,467.41		1,173,417.83		390,434.45	1,981,319.69	Debits	469,073.72	9,330.75	1,228,562.40	5.77	3,640,046.83	5,347,019.47
Other Deposits			62,683.82		2,876,170.97	2,938,854.79							-
Interest	51,606.31	9,330.75	19.34	5.77	-	60,962.17							-
Withdrawals	(2,124,147.54)		(190,337.60)		(806,309.41)	(3,120,794.55)	Credits	(2,124,147.54)		(197,699.70)	-	(3,082,561.96)	(5,404,409.20)
Fees						-							-
Summary Post (Cleared Checks)			(14,524.73)		(1,848,248.26)	(1,862,772.99)							-
Other Checks (not in Summary)						-							-
Ending Balance per Bank	20,932,665.19	4,004,314.42	1,783,056.42	271,943.25	1,771,554.30	28,763,533.58	Ending Balance per Cash by Fund	20,932,665.19	4,004,314.42	1,779,000.57	271,943.25	1,539,082.41	28,527,005.84
Outstanding Withdrawals						-							-
Outstanding Checks			(4,055.85)		(230,207.39)	(234,263.24)							-
Outstanding Payroll Checks					(2,264.50)	(2,264.50)							-
Credit Card Deposits in Transit						-							-
Other						-							-
Adjusted Balance	20,932,665.19	4,004,314.42	1,779,000.57	271,943.25	1,539,082.41	28,527,005.84	Adjusted Balance	20,932,665.19	4,004,314.42	1,779,000.57	271,943.25	1,539,082.41	28,527,005.84

Variance	-	-	0.00	-	-	-
	Mike M 6/7/19	Mike M 6/7/19	Mike M 6/13/19	Mike M 6/7/19	Mike M 6/13/19	
Relevant JV adjustments						

# April 2019 Bank Reconciliation

Mike 5/20/19

	Main Checking						LGIP Account				
	Bank	Eden 600	Eden 601	Eden 602	Eden Total		Bank	*.11403 Eden 600	Eden 601	Eden 602	Eden
Begininng Balance	504,404.42	56,745.37	462,881.41	(15,222.36)	504,404.42	Beginning Balance	1,265,136.12	36,155.83	1,166,433.39	62,546.90	1,265,136.12
Credits	-					Deposits					
Deposits	38,050.00	48,943.13	32,741.50	-	81,684.63	Debit	2,859.56	82.93	2,636.51	140.12	2,859.56
Withdrawals	-					Withdrawals					
Checks	88,456.23	77,135.91	54,270.30	744.51	132,150.72	Credit	Other Decreases				
Ending Balance	453,998.19	28,552.59	441,352.61	(15,966.87)	453,938.33	Ending Balance	1,267,995.68	36,238.76	1,169,069.90	62,687.02	1,267,995.68
Deposits in Transit	-					Ending GL	1,267,995.68	101,264.39			
Outstanding Checks	\$59.86				-	LGIP Variance	-	2.9%	92.2%	4.9%	
Adjusted Balance	453,938.33	28,552.59	441,352.61	(15,966.87)	453,938.33						
Variance	-										
Platt Electric	5234		\$59.86								
			\$59.86								

## May 2019 Bank Reconciliation

Mike 6/10/19

	Main Checking Bank	Eden 600	Eden 601	Eden 602	Eden Total		LGIP Account Bank	Eden 600	Eden 601	Eden 602	Eden
Begininng Balance	453,998.19	28,552.59	441,352.61	(15,966.87)	453,938.33	Beginning Balance	1,267,995.68	36,238.76	1,169,069.90	62,687.02	1,267,995.68
Credits	-	-				Deposits			62,832.14		62,832.14
Deposits	60,085.00	61,759.83	32,741.50	62,832.14	157,333.47	Debit Dividends/Interest	2,961.55	85.88	2,730.55	145.12	2,961.55
Withdrawals	-	44,624.00	67,315.42	32.50	111,971.92	Withdrawals				62,832.14	62,832.14
Checks	14,714.29	-	-	-	-	Credit Other Decreases					
Ending Balance	499,368.90	45,688.42	406,778.69	46,832.77	499,299.88	Ending Balance	1,270,957.23	36,324.64	1,234,632.59	0.00	1,270,957.23
Deposits in Transit	-					Ending GL	1,270,957.23				
Outstanding Checks	\$69.02				-	LGIP Variance	-	2.9%	92.2%	4.9%	
Adjusted Balance	499,299.88	45,688.42	406,778.69	46,832.77	499,299.88						
Checking Variance	-										
Gorge Networks	5244		\$69.02								

\$69.02

Add

As of April 30, 2019

Open AP invoice Report

Fund	Fund Name	21101			
		AP Report	GL	Difference	% Variance
101	General	241,018.39	241,018.39	-	0.0%
202	Public Works	150,506.84	150,506.84	-	0.0%
203	County Fair	497.33	497.33	-	0.0%
205	Land Corner Preservation	173.57	173.57	-	0.0%
207	Household Hazardous Waste	1,068.92	1,068.92	-	0.0%
208	Special Economic Development	-	-	-	#DIV/0!
209	Law Library	-	-	-	#DIV/0!
210	District Attorney	-	-	-	#DIV/0!
211	Museum	399.24	399.24	-	0.0%
219	Weed & Pest Control	-	-	-	#DIV/0!
220	911 Communications	10,678.88	10,678.88	-	0.0%
223	Parks	455.48	455.48	-	0.0%
227	Community Corrections	7,742.78	7,742.78	-	0.0%
229	Court Facilities Security	1,017.75	1,017.75	-	0.0%
232	Youth Think	1,278.84	1,278.84	-	0.0%
330	CDBFG Grant	-	-	-	#DIV/0!
600	Qlife	3,311.29	3,311.29	-	0.0%
601	Qlife Capital	1,345.95	1,345.95	-	0.0%
602	Qlife Maupin	-	-	-	#DIV/0!
704	Mint	-	-	-	#DIV/0!
706	Library District	-	-	-	#DIV/0!
707	OSU Extension District	129,369.50	129,369.50	-	0.0%
			548,864.76	-	

Recon by Mike M 5/30/19

As of May 31, 2019

Open AP invoice Report

21101

Fund	Fund Name	AP Report	GL	Difference	% Variance
101	General	225,604.38	225,604.38	-	0.0%
202	Public Works	41,996.09	41,996.09	-	0.0%
203	County Fair	288.23	288.23	-	0.0%
205	Land Corner Preservation	173.52	173.52	-	0.0%
207	Household Hazardous Waste	933.34	933.34	-	0.0%
208	Special Economic Development	-	-	-	#DIV/0!
209	Law Library	-	-	-	#DIV/0!
210	District Attorney	-	-	-	#DIV/0!
211	Museum	318.58	318.58	-	0.0%
219	Weed & Pest Control	-	-	-	#DIV/0!
220	911 Communications	10,080.61	10,080.61	-	0.0%
223	Parks	430.37	430.37	-	0.0%
227	Community Corrections	7,815.45	7,815.45	-	0.0%
229	Court Facilities Security	-	-	-	#DIV/0!
232	Youth Think	1,246.14	1,246.14	-	0.0%
322	Capital Acquisition Fund	82.64	82.64	-	0.0%
330	CDBFG Grant	-	-	-	#DIV/0!
600	Qlife	13,241.52	13,241.52	-	0.0%
601	Qlife Capital	135,221.86	135,221.86	-	0.0%
602	Qlife Maupin	5,305.00	5,305.00	-	0.0%
704	Mint	-	-	-	#DIV/0!
706	Library District	-	-	-	#DIV/0!
			442,737.73	-	

Recon by Mike - 6/17/19

### April AR General Ledger to AR Subledger Reconciliation

Fund	GL 13201	GL Adj	GL	AR Aging by Fund Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	53,455.22	-	53,455.22	53,455.22	-	53,455.22	-
202	827.28	-	827.28	827.28	-	827.28	-
203	-	-	-	-	-	-	-
205	-	-	-	-	-	-	-
207	1,486.00	-	1,486.00	1,486.00	-	1,486.00	-
208	-	-	-	-	-	-	-
210	-	-	-	-	-	-	-
211	-	-	-	-	-	-	-
219	-	-	-	-	-	-	-
220	42,919.57	-	42,919.57	42,919.57	-	42,919.57	-
223	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-
330	-	-	-	-	-	-	-
600	45,445.78	-	45,445.78	45,445.78	-	45,445.78	-
704	-	-	-	-	-	-	-
705	-	-	-	-	-	-	-
706	-	-	-	-	-	-	-
707	-	-	-	-	-	-	-
783	-	-	-	-	-	-	-
<b>Total</b>	<b>144,133.85</b>	<b>-</b>	<b>144,133.85</b>	<b>144,133.85</b>	<b>-</b>	<b>144,133.85</b>	<b>-</b>

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
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Recon Mike M 5/30/19

### May AR General Ledger to AR Subledger Reconciliation

Fund	GL 13201	GL Adj	GL	AR Aging by Fund Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	214,386.31		214,386.31	214,386.31		214,386.31	-
202	3,319.50		3,319.50	3,319.50		3,319.50	-
203	-		-	-		-	-
205	-		-	-		-	-
207	-		-	-		-	-
208	-		-	-		-	-
210	-		-	-		-	-
211	-		-	-		-	-
219	-		-	-		-	-
220	42,919.57		42,919.57	42,919.57		42,919.57	-
223	-		-	-		-	-
227	-		-	-		-	-
229	-		-	-		-	-
232	-		-	-		-	-
237	-		-	-		-	-
326	5,831.94		5,831.94	5,831.94		5,831.94	-
330	-		-	-		-	-
600	47,740.78		47,740.78	47,740.78		47,740.78	-
704	-		-	-		-	-
705	-		-	-		-	-
706	-		-	-		-	-
707	-		-	-		-	-
783	-		-	-		-	-
<b>Total</b>	<b>314,198.10</b>	<b>-</b>	<b>314,198.10</b>	<b>314,198.10</b>	<b>-</b>	<b>314,198.10</b>	<b>-</b>

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

Fund	GL 13301	GL Adj	GL	AR Report	Not in Subled	AR Adjusted	GL - AR Adjusted
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Done by Mike 6/20/19

# Wasco County Monthly Report

## General Fund Revenue - April 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Transfer In</b>							
911 COMMUNICATIONS FUND	248,918.00	207,431.70	215,365	83.3%	87.5%	-3.7%	(7,932.80)
911 EQUIPMENT RESERVE	30,000.00	25,000.00	-	83.3%	#DIV/0!	#DIV/0!	25,000.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	1,150,000.00	708,333.30	700,000	61.6%	100.0%	1.2%	8,333.30
<b>GENERAL FUND</b>	<b>680,000.00</b>	<b>503,819.72</b>	<b>504,976</b>	<b>74.1%</b>	<b>76.0%</b>	<b>-0.2%</b>	<b>(1,156.37)</b>
GENERAL OPERATING RESERVE	1,193,833.00	708,333.30	700,000	59.3%	75.3%	1.2%	8,333.30
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	708,333.30	700,000	83.3%	100.0%	1.2%	8,333.30
<b>Transfer In Total</b>	<b>4,204,252.00</b>	<b>2,912,751.32</b>	<b>5,066,498</b>	<b>69.3%</b>	<b>91.9%</b>	<b>-42.5%</b>	<b>(2,153,746.82)</b>
<b>Transfer Out</b>							
911 COMMUNICATIONS FUND	73,333.00	25,000.00	-	34.1%	#DIV/0!	#DIV/0!	25,000.00
911 EQUIPMENT RESERVE	-	-	62,042	#DIV/0!	100.0%	-100.0%	(62,042.00)
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!	-
<b>GENERAL FUND</b>	<b>3,445,918.00</b>	<b>2,378,931.60</b>	<b>2,299,823</b>	<b>69.0%</b>	<b>89.8%</b>	<b>3.4%</b>	<b>79,109.10</b>
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	508,819.72	505,676	85.5%	85.7%	0.6%	3,143.63
WEED & PEST CONTROL FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
<b>Transfer Out Total</b>	<b>4,204,252.00</b>	<b>2,912,751.32</b>	<b>5,066,498</b>	<b>69.3%</b>	<b>91.9%</b>	<b>-42.5%</b>	<b>(2,153,746.82)</b>



# Wasco County Monthly Report

## General Fund Revenue - May 2019

Filters

Fd (Multiple Items)

Cat (Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Transfer In</b>							
911 COMMUNICATIONS FUND	248,918.00	228,174.87	230,697	91.7%	93.8%	-1.1%	(2,521.88)
911 EQUIPMENT RESERVE	30,000.00	27,500.00	-	91.7%	#DIV/0!	#DIV/0!	27,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	1,150,000.00	779,166.63	700,000	67.8%	100.0%	11.3%	79,166.63
<b>GENERAL FUND</b>	<b>680,000.00</b>	<b>503,819.72</b>	<b>504,976</b>	<b>74.1%</b>	<b>76.0%</b>	<b>-0.2%</b>	<b>(1,156.37)</b>
GENERAL OPERATING RESERVE	1,193,833.00	779,166.63	700,000	65.3%	75.3%	11.3%	79,166.63
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	779,166.63	700,000	91.7%	100.0%	11.3%	79,166.63
<b>Transfer In Total</b>	<b>4,204,252.00</b>	<b>3,148,494.48</b>	<b>5,081,830</b>	<b>74.9%</b>	<b>92.2%</b>	<b>-38.0%</b>	<b>(1,933,335.91)</b>
<b>Transfer Out</b>							
911 COMMUNICATIONS FUND	73,333.00	27,500.00	-	37.5%	#DIV/0!	#DIV/0!	27,500.00
911 EQUIPMENT RESERVE	-	-	62,042	#DIV/0!	100.0%	-100.0%	(62,042.00)
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!	-
<b>GENERAL FUND</b>	<b>3,445,918.00</b>	<b>2,612,174.76</b>	<b>2,315,155</b>	<b>75.8%</b>	<b>90.4%</b>	<b>12.8%</b>	<b>297,020.01</b>
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	508,819.72	505,676	85.5%	85.7%	0.6%	3,143.63
WEED & PEST CONTROL FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
<b>Transfer Out Total</b>	<b>4,204,252.00</b>	<b>3,148,494.48</b>	<b>5,081,830</b>	<b>74.9%</b>	<b>92.2%</b>	<b>-38.0%</b>	<b>(1,933,335.91)</b>

Transfers

PERS Recap  
 For the Year Ended 6/30/2019  
 Create using PERS Monthly Invoice  
 Wasco County

6%

	PERS WAGES	EMPLOYEE PERS SHARE	EMPLOYERS SHARE	PERS Units	Social Security	Rounding	Adjustment s	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	547,635.85	32,739.81	83,102.97	18.96	-	(0.07)	118.42	115,980.09	115,980.09	(0.00)
JANUARY	557,334.79	32,871.53	84,735.30	18.96	-	(0.10)	(182.25)	117,443.44	117,443.44	-
FEBRUARY	554,831.75	33,021.94	83,757.32	2.32	-	(0.18)	268.04	117,049.44	117,049.44	-
MARCH	530,568.69	31,660.66	79,663.33	2.32	-	(0.12)	644.77	111,970.96	111,970.96	-
APRIL	522,186.01	31,630.20	79,165.48	2.32	-	(0.19)	(1,010.90)	109,786.91	109,786.91	-
MAY	536,716.22	32,409.41	80,873.55	2.32	109.90	(0.33)	(397.78)	112,997.07	112,997.07	-
JUNE	-	-	-	-	-	-	-	-	-	-
Total	6,085,670.76	364,768.48	921,215.10	142.00	109.90	(1.48)	(1,170.56)	1,285,063.44	1,285,063.44	(0.00)

PERS Units

Emp# 4096

2.32 per month

Emp# 4237

16.64 per month\* termed 1/31

18.96

# April 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M 5/31/19

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	9,534,275.99	9,217,872.38	897,096.72	897,096.72	-
	101.13102 - Property Taxes Interest Receivable		6,517.61	50,021.83	45,974.23	10,565.21	10,565.21	-
	101.13103 - Miscellaneous Receivable		22,983.83	12,790.71	12,608.84	23,165.70	23,165.70	-
706 - Library District	706.13101 - Property Taxes Principal Receivable		89,117.95	1,466,762.47	1,418,164.78	137,715.64	137,715.64	-
	706.13102 - Property Taxes Interest Receivable		515.41	5,110.15	4,701.53	924.03	924.03	-
707 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable		33,721.99	555,573.12	537,152.20	52,142.91	52,142.91	-
	707.13102 - Property Taxes Interest Receivable		194.86	1,933.74	1,779.14	349.46	349.46	-
801 - Central OR CC	801.13101 - Property Taxes Principal Receivable		481.92	7,770.18	7,514.91	737.19	737.19	-
	801.13102 - Property Taxes Interest Receivable		5.16	41.07	37.71	8.52	8.52	-
802 - CGCC	802.13101 - Property Taxes Principal Receivable		85,482.93	1,345,380.78	1,302,079.77	128,783.94	128,783.94	-
	802.13102 - Property Taxes Interest Receivable		1,270.65	7,370.71	6,872.14	1,769.22	1,769.22	-
803 - ESD North Central	803.13101 - Property Taxes Principal Receivable		360.35	6,343.10	6,120.12	583.33	583.33	-
	803.13102 - Property Taxes Interest Receivable		3.54	29.56	26.87	6.23	6.23	-
804 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable		62,708.64	1,033,957.10	999,600.17	97,065.57	97,065.57	-
	804.13102 - Property Taxes Interest Receivable		780.46	5,422.28	4,979.68	1,223.06	1,223.06	-
806 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable		350.50	5,602.30	5,418.64	534.16	534.16	-
	806.13102 - Property Taxes Interest Receivable		4.82	30.19	27.70	7.31	7.31	-
807 - School District 12	807.13101 - Property Taxes Principal Receivable		116,344.56	1,814,771.44	1,756,926.39	174,189.61	174,189.61	-
	807.13102 - Property Taxes Interest Receivable		2,345.31	10,195.27	9,357.96	3,182.62	3,182.62	-
808 - School District 21	808.13101 - Property Taxes Principal Receivable		514,904.70	8,492,512.76	8,210,413.08	797,004.38	797,004.38	-
	808.13102 - Property Taxes Interest Receivable		5,351.62	44,647.45	41,001.71	8,997.36	8,997.36	-
809 - School District 21J	809.13101 - Property Taxes Principal Receivable		511.22	8,357.27	8,078.61	789.88	789.88	-
	809.13102 - Property Taxes Interest Receivable		3.68	43.04	39.14	7.58	7.58	-
810 - School District 29	810.13101 - Property Taxes Principal Receivable		101,262.24	1,124,367.23	1,100,065.77	125,563.70	125,563.70	-
	810.13102 - Property Taxes Interest Receivable		1,207.89	8,760.68	8,004.33	1,964.24	1,964.24	-
812 - School District 59	812.13101 - Property Taxes Principal Receivable		10,379.82	170,998.26	165,329.90	16,048.18	16,048.18	-
	812.13102 - Property Taxes Interest Receivable		126.95	906.63	835.03	198.55	198.55	-
814 - School District 67	814.13101 - Property Taxes Principal Receivable		211.84	4,242.20	4,081.03	373.01	373.01	-
	814.13102 - Property Taxes Interest Receivable		1.76	16.73	15.17	3.32	3.32	-
817 - School District 9	817.13101 - Property Taxes Principal Receivable		187.14	-	4.31	182.83	182.83	-
	817.13102 - Property Taxes Interest Receivable		487.60	5.34	5.34	487.60	487.60	-
818 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable		95,032.70	1,574,777.73	1,522,223.02	147,587.41	147,587.41	-
	818.13102 - Property Taxes Interest Receivable		1,261.03	8,175.73	7,509.04	1,927.72	1,927.72	-
830 - Antelope	830.13101 - Property Taxes Principal Receivable		220.83	4,596.61	4,424.95	392.49	392.49	-
	830.13102 - Property Taxes Interest Receivable		6.12	13.57	12.56	7.13	7.13	-
831 - Dufur	831.13101 - Property Taxes Principal Receivable		4,880.07	71,739.78	69,580.85	7,039.00	7,039.00	-
	831.13102 - Property Taxes Interest Receivable		45.83	301.67	276.81	70.69	70.69	-
832 - Maupin	832.13101 - Property Taxes Principal Receivable		17,438.25	290,763.89	281,012.95	27,189.19	27,189.19	-
	832.13102 - Property Taxes Interest Receivable		113.68	979.47	901.43	191.72	191.72	-
833 - Mosier	833.13101 - Property Taxes Principal Receivable		4,271.50	73,941.35	71,401.88	6,810.97	6,810.97	-
	833.13102 - Property Taxes Interest Receivable		29.13	243.86	224.59	48.40	48.40	-
835 - Shaniko	835.13101 - Property Taxes Principal Receivable		250.55	6,043.30	5,791.53	502.32	502.32	-
	835.13102 - Property Taxes Interest Receivable		0.21	8.62	8.15	0.68	0.68	-
836 - The Dalles	836.13101 - Property Taxes Principal Receivable		194,396.97	3,222,567.41	3,115,131.72	301,832.66	301,832.66	-
	836.13102 - Property Taxes Interest Receivable		1,470.51	11,140.01	10,251.30	2,359.22	2,359.22	-
850 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable		4,050.85	74,595.54	71,922.02	6,724.37	6,724.37	-
	850.13102 - Property Taxes Interest Receivable		28.06	220.74	204.69	44.11	44.11	-
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,548.41	119,384.65	115,544.58	11,388.48	11,388.48	-
	851.13102 - Property Taxes Interest Receivable		54.40	437.21	402.22	89.39	89.39	-
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		654.62	10,501.12	10,157.63	998.11	998.11	-

**April 2019 Ascend to Eden Taxes Receivable Reconciliation**

Mike M 5/31/19

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
	852.13102 - Property Taxes Interest Receivable		4.38	37.56	34.57	7.37	7.37	-
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,208.80	86,171.60	83,297.02	8,083.38	8,083.38	-
	853.13102 - Property Taxes Interest Receivable		35.49	300.37	276.26	59.60	59.60	-
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		198,678.06	3,079,549.64	2,981,919.10	296,308.60	296,308.60	-
	854.13102 - Property Taxes Interest Receivable		1,404.13	11,438.65	10,519.65	2,323.13	2,323.13	-
856 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable		13.45	-	1.24	12.21	12.21	-
	856.13102 - Property Taxes Interest Receivable		4.52	0.90	0.90	4.52	4.52	-
857 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable		71,938.54	1,187,610.90	1,148,221.89	111,327.55	111,327.55	-
	857.13102 - Property Taxes Interest Receivable		418.96	4,190.67	3,802.43	807.20	807.20	-
858 - NORCOR	858.13101 - Property Taxes Principal Receivable		9,703.76	(193.46)	4,045.06	5,465.24	5,465.24	-
	858.13102 - Property Taxes Interest Receivable		233.79	1,106.84	998.99	341.64	341.64	-
860 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		20,581.32	337,828.02	326,632.86	31,776.48	31,776.48	-
	860.13102 - Property Taxes Interest Receivable		213.74	1,176.39	1,082.41	307.72	307.72	-
861 - White River Health	861.13101 - Property Taxes Principal Receivable		14,624.99	84,053.60	85,068.99	13,609.60	13,609.60	-
	861.13102 - Property Taxes Interest Receivable		89.04	802.02	735.02	156.04	156.04	-
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		32,759.86	551,667.43	532,961.75	51,465.54	51,465.54	-
	862.13102 - Property Taxes Interest Receivable		184.36	1,825.54	1,682.27	327.63	327.63	-
864 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		13,177.99	219,639.10	212,308.65	20,508.44	20,508.44	-
	864.13102 - Property Taxes Interest Receivable		74.75	760.65	699.33	136.07	136.07	-
878 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		473.18	7,749.13	7,488.65	733.66	733.66	-
	878.13102 - Property Taxes Interest Receivable		2.69	24.27	22.43	4.53	4.53	-
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,648.27	100,642.22	97,519.10	9,771.39	9,771.39	-
	879.13102 - Property Taxes Interest Receivable		47.05	391.25	359.48	78.82	78.82	-
880 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		15,923.51	229,805.22	222,908.93	22,819.80	22,819.80	-
	880.13102 - Property Taxes Interest Receivable		106.75	929.51	850.94	185.32	185.32	-
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		97,442.12	1,637,317.05	1,582,226.00	152,533.17	152,533.17	-
	881.13102 - Property Taxes Interest Receivable		655.59	5,637.06	5,186.20	1,106.45	1,106.45	-
882 - Rock Creek District	882.13101 - Property Taxes Principal Receivable		1.03	-	0.06	0.97	0.97	-
	882.13102 - Property Taxes Interest Receivable		0.09	0.03	0.03	0.09	0.09	-
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable		-	269,763.41	254,293.56	15,469.85	15,469.85	-
	883.13102 - Property Taxes Interest Receivable		-	60.22	60.22	-	-	-
Grand Total			2,460,923.99	39,008,957.63	37,727,274.49	3,742,607.13	3,742,607.13	-
783 - CATF Trust	783.13102 - Property Taxes Interest Receivable		15,597.54	106,998.71	97,906.28	24,689.97	-	24,689.97



# May 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M. 6/10/19

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	9,534,244.53	9,495,707.37	619,230.27	619,230.27	-
	101.13102 - Property Taxes Interest Receivable		6,517.61	65,255.47	61,207.87	10,565.21	10,565.21	-
	101.13103 - Miscellaneous Receivable		22,983.83	12,840.71	13,480.53	22,344.01	22,344.01	-
706 - Library District	706.13101 - Property Taxes Principal Receivable		89,117.95	1,466,757.66	1,460,928.53	94,947.08	94,947.08	-
	706.13102 - Property Taxes Interest Receivable		515.41	6,632.48	6,223.86	924.03	924.03	-
707 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable		33,721.99	555,571.30	553,347.32	35,945.97	35,945.97	-
	707.13102 - Property Taxes Interest Receivable		194.86	2,509.97	2,355.37	349.46	349.46	-
801 - Central OR CC	801.13101 - Property Taxes Principal Receivable		481.92	7,770.16	7,742.68	509.40	509.40	-
	801.13102 - Property Taxes Interest Receivable		5.16	53.89	50.53	8.52	8.52	-
802 - CGCC	802.13101 - Property Taxes Principal Receivable		85,482.93	1,345,376.36	1,341,564.36	89,294.93	89,294.93	-
	802.13102 - Property Taxes Interest Receivable		1,270.65	9,604.27	9,105.70	1,769.22	1,769.22	-
803 - ESD North Central	803.13101 - Property Taxes Principal Receivable		360.35	6,343.09	6,302.78	400.66	400.66	-
	803.13102 - Property Taxes Interest Receivable		3.54	38.98	36.29	6.23	6.23	-
804 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable		62,708.64	1,033,953.69	1,029,734.75	66,927.58	66,927.58	-
	804.13102 - Property Taxes Interest Receivable		780.46	7,077.24	6,634.64	1,223.06	1,223.06	-
806 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable		350.50	5,602.29	5,582.86	369.93	369.93	-
	806.13102 - Property Taxes Interest Receivable		4.82	39.50	37.01	7.31	7.31	-
807 - School District 12	807.13101 - Property Taxes Principal Receivable		116,344.56	1,814,765.48	1,810,399.45	120,710.59	120,710.59	-
	807.13102 - Property Taxes Interest Receivable		2,345.31	13,275.16	12,437.85	3,182.62	3,182.62	-
808 - School District 21	808.13101 - Property Taxes Principal Receivable		514,904.70	8,492,484.89	8,457,903.82	549,485.77	549,485.77	-
	808.13102 - Property Taxes Interest Receivable		5,351.62	58,240.31	54,594.57	8,997.36	8,997.36	-
809 - School District 21J	809.13101 - Property Taxes Principal Receivable		511.22	8,357.25	8,323.16	545.31	545.31	-
	809.13102 - Property Taxes Interest Receivable		3.68	56.65	52.75	7.58	7.58	-
810 - School District 29	810.13101 - Property Taxes Principal Receivable		101,262.24	1,124,363.54	1,136,063.62	89,562.16	89,562.16	-
	810.13102 - Property Taxes Interest Receivable		1,207.89	11,446.44	10,690.09	1,964.24	1,964.24	-
812 - School District 59	812.13101 - Property Taxes Principal Receivable		10,379.82	170,997.71	170,319.88	11,057.65	11,057.65	-
	812.13102 - Property Taxes Interest Receivable		126.95	1,183.81	1,112.21	198.55	198.55	-
814 - School District 67	814.13101 - Property Taxes Principal Receivable		211.84	4,242.19	4,200.13	253.90	253.90	-
	814.13102 - Property Taxes Interest Receivable		1.76	22.18	20.62	3.32	3.32	-
817 - School District 9	817.13101 - Property Taxes Principal Receivable		187.14	-	4.31	182.83	182.83	-
	817.13102 - Property Taxes Interest Receivable		487.60	5.34	5.34	487.60	487.60	-
818 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable		95,032.70	1,574,772.57	1,568,093.33	101,711.94	101,711.94	-
	818.13102 - Property Taxes Interest Receivable		1,261.03	10,688.23	10,021.54	1,927.72	1,927.72	-
830 - Antelope	830.13101 - Property Taxes Principal Receivable		220.83	4,596.60	4,553.80	263.63	263.63	-
	830.13102 - Property Taxes Interest Receivable		6.12	17.51	16.50	7.13	7.13	-
831 - Dufur	831.13101 - Property Taxes Principal Receivable		4,880.07	71,739.55	71,732.57	4,887.05	4,887.05	-
	831.13102 - Property Taxes Interest Receivable		45.83	389.75	364.89	70.69	70.69	-
832 - Maupin	832.13101 - Property Taxes Principal Receivable		17,438.25	290,762.94	289,455.95	18,745.24	18,745.24	-
	832.13102 - Property Taxes Interest Receivable		113.68	1,272.70	1,194.66	191.72	191.72	-
833 - Mosier	833.13101 - Property Taxes Principal Receivable		4,271.50	73,941.11	73,537.13	4,675.48	4,675.48	-
	833.13102 - Property Taxes Interest Receivable		29.13	317.03	297.76	48.40	48.40	-
835 - Shaniko	835.13101 - Property Taxes Principal Receivable		250.55	6,043.29	5,953.44	340.40	340.40	-
	835.13102 - Property Taxes Interest Receivable		0.21	11.64	11.17	0.68	0.68	-
836 - The Dalles	836.13101 - Property Taxes Principal Receivable		194,396.97	3,222,556.84	3,208,856.71	208,097.10	208,097.10	-
	836.13102 - Property Taxes Interest Receivable		1,470.51	14,440.89	13,552.18	2,359.22	2,359.22	-
850 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable		4,050.85	74,595.30	74,042.84	4,603.31	4,603.31	-
	850.13102 - Property Taxes Interest Receivable		28.06	287.14	271.09	44.11	44.11	-
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,548.41	119,384.27	119,055.47	7,877.21	7,877.21	-
	851.13102 - Property Taxes Interest Receivable		54.40	567.17	532.18	89.39	89.39	-
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		654.62	10,501.09	10,465.67	690.04	690.04	-

# May 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M. 6/10/19

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
	852.13102 - Property Taxes Interest Receivable		4.38	48.85	45.86	7.37	7.37	-
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,208.80	86,171.32	85,811.51	5,568.61	5,568.61	-
	853.13102 - Property Taxes Interest Receivable		35.49	390.97	366.86	59.60	59.60	-
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		198,678.06	3,079,539.53	3,072,781.76	205,435.83	205,435.83	-
	854.13102 - Property Taxes Interest Receivable		1,404.13	14,833.49	13,914.49	2,323.13	2,323.13	-
856 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable		13.45	-	1.24	12.21	12.21	-
	856.13102 - Property Taxes Interest Receivable		4.52	0.90	0.90	4.52	4.52	-
857 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable		71,938.54	1,187,607.02	1,182,858.02	76,687.54	76,687.54	-
	857.13102 - Property Taxes Interest Receivable		418.96	5,426.40	5,038.16	807.20	807.20	-
858 - NORCOR	858.13101 - Property Taxes Principal Receivable		9,703.76	(193.46)	5,287.30	4,223.00	4,223.00	-
	858.13102 - Property Taxes Interest Receivable		233.79	1,403.19	1,295.34	341.64	341.64	-
860 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		20,581.32	337,826.92	336,479.11	21,929.13	21,929.13	-
	860.13102 - Property Taxes Interest Receivable		213.74	1,526.26	1,432.28	307.72	307.72	-
861 - White River Health	861.13101 - Property Taxes Principal Receivable		14,624.99	84,053.33	88,391.93	10,286.39	10,286.39	-
	861.13102 - Property Taxes Interest Receivable		89.04	1,035.56	968.56	156.04	156.04	-
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		32,759.86	551,665.63	549,027.52	35,397.97	35,397.97	-
	862.13102 - Property Taxes Interest Receivable		184.36	2,396.11	2,252.84	327.63	327.63	-
864 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		13,177.99	219,638.38	218,708.61	14,107.76	14,107.76	-
	864.13102 - Property Taxes Interest Receivable		74.75	989.31	927.99	136.07	136.07	-
878 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		473.18	7,749.11	7,712.58	509.71	509.71	-
	878.13102 - Property Taxes Interest Receivable		2.69	31.62	29.78	4.53	4.53	-
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,648.27	100,641.90	100,507.28	6,782.89	6,782.89	-
	879.13102 - Property Taxes Interest Receivable		47.05	506.59	474.82	78.82	78.82	-
880 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		15,923.51	229,804.47	229,839.41	15,888.57	15,888.57	-
	880.13102 - Property Taxes Interest Receivable		106.75	1,214.60	1,136.03	185.32	185.32	-
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		97,442.12	1,637,311.68	1,629,742.30	105,011.50	105,011.50	-
	881.13102 - Property Taxes Interest Receivable		655.59	7,302.75	6,851.89	1,106.45	1,106.45	-
882 - Rock Creek District	882.13101 - Property Taxes Principal Receivable		1.03	-	0.06	0.97	0.97	-
	882.13102 - Property Taxes Interest Receivable		0.09	0.03	0.03	0.09	0.09	-
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable		-	269,762.52	260,660.89	9,101.63	9,101.63	-
	883.13102 - Property Taxes Interest Receivable		-	89.16	89.16	-	-	-
Grand Total			2,460,923.99	39,064,772.30	38,920,813.64	2,604,882.65	2,604,882.65	-
Ascend reporting/labeling issue								
783 - CATF Trust	783.13102 - Property Taxes Interest Receivable		15,597.54	140,908.03	131,815.60	24,689.97	-	24,689.97

April		Mike 5/31/19		April			
Eden Account	Eden	Eden Adj	Eden Total	Ascend		Ascend Total	Variance E-A
				Ascend	Adj		
101.00.1101.410.102	30,950.28		30,950.28	30,950.28		30,950.28	-
101.00.1101.410.103	17,223.68		17,223.68	17,223.68		17,223.68	-
706.97.3706.422.114	2,451.69		2,451.69	2,451.69		2,451.69	-
706.97.3706.422.115	4,761.38		4,761.38	4,761.38		4,761.38	-
707.97.3707.422.114	927.76		927.76	927.76		927.76	-
707.97.3707.422.115	1,803.50		1,803.50	1,803.50		1,803.50	-
783.97.3783.422.127	6,435.49		6,435.49	6,435.49		6,435.49	-
783.97.3783.422.128	1,957.68		1,957.68	1,957.68		1,957.68	-
801.98.2801.422.114	14.40		14.40	14.40		14.40	-
801.98.2801.422.115	25.18		25.18	25.18		25.18	-
802.98.2802.422.114	2,519.99		2,519.99	2,519.99		2,519.99	-
802.98.2802.422.115	4,367.67		4,367.67	4,367.67		4,367.67	-
803.98.2803.422.114	10.72		10.72	10.72		10.72	-
803.98.2803.422.115	20.57		20.57	20.57		20.57	-
804.98.2804.422.114	1,869.23		1,869.23	1,869.23		1,869.23	-
804.98.2804.422.115	3,356.44		3,356.44	3,356.44		3,356.44	-
806.98.2806.422.114	10.41		10.41	10.41		10.41	-
806.98.2806.422.115	18.19		18.19	18.19		18.19	-
807.98.2807.422.114	3,466.32		3,466.32	3,466.32		3,466.32	-
807.98.2807.422.115	5,891.29		5,891.29	5,891.29		5,891.29	-
808.98.2808.422.114	15,348.00		15,348.00	15,348.00		15,348.00	-
808.98.2808.422.115	27,568.20		27,568.20	27,568.20		27,568.20	-
809.98.2809.422.114	15.39		15.39	15.39		15.39	-
809.98.2809.422.115	27.06		27.06	27.06		27.06	-
810.98.2810.422.114	3,057.22		3,057.22	3,057.22		3,057.22	-
810.98.2810.422.115	3,650.83		3,650.83	3,650.83		3,650.83	-
812.98.2812.422.114	310.86		310.86	310.86		310.86	-
812.98.2812.422.115	555.11		555.11	555.11		555.11	-
814.98.2814.422.114	6.19		6.19	6.19		6.19	-
814.98.2814.422.115	13.73		13.73	13.73		13.73	-
817.98.2817.422.114	-		-	-		-	-
818.98.2818.422.114	2,838.15		2,838.15	2,838.15		2,838.15	-
818.98.2818.422.115	5,111.93		5,111.93	5,111.93		5,111.93	-
830.98.2830.422.114	5.89		5.89	5.89		5.89	-

April

Mike 5/31/19

April

Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend		Variance E-A
					Adj	Ascend Total	
830.98.2830.422.115	14.85		14.85	14.85		14.85	-
831.98.2831.422.114	137.21		137.21	137.21		137.21	-
831.98.2831.422.115	232.94		232.94	232.94		232.94	-
832.98.2832.422.114	476.53		476.53	476.53		476.53	-
832.98.2832.422.115	943.83		943.83	943.83		943.83	-
833.98.2833.422.114	117.48		117.48	117.48		117.48	-
833.98.2833.422.115	240.04		240.04	240.04		240.04	-
835.98.2835.422.114	6.02		6.02	6.02		6.02	-
835.98.2835.422.115	19.56		19.56	19.56		19.56	-
836.98.2836.422.114	5,321.09		5,321.09	5,321.09		5,321.09	-
836.98.2836.422.115	10,461.04		10,461.04	10,461.04		10,461.04	-
850.98.2850.422.114	108.83		108.83	108.83		108.83	-
850.98.2850.422.115	242.17		242.17	242.17		242.17	-
851.98.2851.422.114	208.33		208.33	208.33		208.33	-
851.98.2851.422.115	387.56		387.56	387.56		387.56	-
852.98.2852.422.114	18.06		18.06	18.06		18.06	-
852.98.2852.422.115	34.05		34.05	34.05		34.05	-
853.98.2853.422.114	144.72		144.72	144.72		144.72	-
853.98.2853.422.115	279.74		279.74	279.74		279.74	-
854.98.2854.422.114	5,467.89		5,467.89	5,467.89		5,467.89	-
854.98.2854.422.115	9,997.15		9,997.15	9,997.15		9,997.15	-
856.98.2856.422.114	-		-	-		-	-
857.98.2857.422.114	1,988.08		1,988.08	1,988.08		1,988.08	-
857.98.2857.422.115	3,855.09		3,855.09	3,855.09		3,855.09	-
858.98.2858.422.114	354.80		354.80	354.80		354.80	-
858.98.2858.422.115	-		-	-		-	-



April		Mike 5/31/19		April			
Eden Account	Eden	Eden Adj	Eden Total	Ascend		Ascend Total	Variance E-A
				Ascend	Adj		
860.98.2860.422.114	563.78		563.78	563.78		563.78	-
860.98.2860.422.115	1,096.61		1,096.61	1,096.61		1,096.61	-
861.98.2861.422.114	397.27		397.27	397.27		397.27	-
861.98.2861.422.115	273.14		273.14	273.14		273.14	-
862.98.2862.422.114	917.19		917.19	917.19		917.19	-
862.98.2862.422.115	1,790.79		1,790.79	1,790.79		1,790.79	-
864.98.2864.422.114	365.91		365.91	365.91		365.91	-
864.98.2864.422.115	713.00		713.00	713.00		713.00	-
878.98.2878.422.114	12.40		12.40	12.40		12.40	-
878.98.2878.422.115	25.10		25.10	25.10		25.10	-
879.98.2879.422.114	184.05		184.05	184.05		184.05	-
879.98.2879.422.115	326.72		326.72	326.72		326.72	-
880.98.2880.422.114	452.50		452.50	452.50		452.50	-
880.98.2880.422.115	746.04		746.04	746.04		746.04	-
881.98.2881.422.114	2,673.15		2,673.15	2,673.15		2,673.15	-
881.98.2881.422.115	5,314.98		5,314.98	5,314.98		5,314.98	-
882.98.2881.422.114	-		-	-		-	-
882.98.2882.422.114	-		-	-		-	-
883.98.2883.422.114	9.43		9.43	9.43		9.43	-
883.98.2883.422.115	875.23		875.23	875.23		875.23	-
	204,384.78	-	#####	204,384.78	-	204,384.78	-

May		Mike 6/11/19		May			
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
101.00.1101.410.102	225,158.69		225,158.69	225,158.69		225,158.69	-
101.00.1101.410.103	67,909.94		67,909.94	67,909.94		67,909.94	-
706.97.3706.422.114	9,647.52		9,647.52	9,647.52		9,647.52	-
706.97.3706.422.115	34,638.56		34,638.56	34,638.56		34,638.56	-
707.97.3707.422.114	3,651.13		3,651.13	3,651.13		3,651.13	-
707.97.3707.422.115	13,120.22		13,120.22	13,120.22		13,120.22	-
783.97.3783.422.127	25,997.59		25,997.59	25,997.59		25,997.59	-
783.97.3783.422.128	7,911.73		7,911.73	7,911.73		7,911.73	-
801.98.2801.422.114	57.11		57.11	57.11		57.11	-
801.98.2801.422.115	183.48		183.48	183.48		183.48	-
802.98.2802.422.114	9,943.78		9,943.78	9,943.78		9,943.78	-
802.98.2802.422.115	31,774.37		31,774.37	31,774.37		31,774.37	-
803.98.2803.422.114	42.30		42.30	42.30		42.30	-
803.98.2803.422.115	149.78		149.78	149.78		149.78	-
804.98.2804.422.114	7,372.01		7,372.01	7,372.01		7,372.01	-
804.98.2804.422.115	24,417.53		24,417.53	24,417.53		24,417.53	-
806.98.2806.422.114	41.27		41.27	41.27		41.27	-
806.98.2806.422.115	132.26		132.26	132.26		132.26	-
807.98.2807.422.114	13,694.21		13,694.21	13,694.21		13,694.21	-
807.98.2807.422.115	42,858.74		42,858.74	42,858.74		42,858.74	-
808.98.2808.422.114	60,527.41		60,527.41	60,527.41		60,527.41	-
808.98.2808.422.115	200,556.19		200,556.19	200,556.19		200,556.19	-
809.98.2809.422.114	60.81		60.81	60.81		60.81	-
809.98.2809.422.115	197.35		197.35	197.35		197.35	-
810.98.2810.422.114	12,124.30		12,124.30	12,124.30		12,124.30	-
810.98.2810.422.115	26,559.31		26,559.31	26,559.31		26,559.31	-
812.98.2812.422.114	1,228.78		1,228.78	1,228.78		1,228.78	-
812.98.2812.422.115	4,038.38		4,038.38	4,038.38		4,038.38	-
814.98.2814.422.114	24.40		24.40	24.40		24.40	-
814.98.2814.422.115	100.15		100.15	100.15		100.15	-
817.98.2817.422.114	-		-	-		-	-
818.98.2818.422.114	11,193.74		11,193.74	11,193.74		11,193.74	-
818.98.2818.422.115	37,189.07		37,189.07	37,189.07		37,189.07	-
830.98.2830.422.114	24.32		24.32	24.32		24.32	-

May

Mike 6/11/19

May

Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
830.98.2830.422.115	108.47		108.47	108.47		108.47	-
831.98.2831.422.114	545.40		545.40	545.40		545.40	-
831.98.2831.422.115	1,694.40		1,694.40	1,694.40		1,694.40	-
832.98.2832.422.114	1,869.79		1,869.79	1,869.79		1,869.79	-
832.98.2832.422.115	6,866.44		6,866.44	6,866.44		6,866.44	-
833.98.2833.422.114	462.32		462.32	462.32		462.32	-
833.98.2833.422.115	1,746.10		1,746.10	1,746.10		1,746.10	-
835.98.2835.422.114	22.27		22.27	22.27		22.27	-
835.98.2835.422.115	142.66		142.66	142.66		142.66	-
836.98.2836.422.114	20,923.05		20,923.05	20,923.05		20,923.05	-
836.98.2836.422.115	76,102.82		76,102.82	76,102.82		76,102.82	-
850.98.2850.422.114	425.70		425.70	425.70		425.70	-
850.98.2850.422.115	1,761.52		1,761.52	1,761.52		1,761.52	-
851.98.2851.422.114	821.42		821.42	821.42		821.42	-
851.98.2851.422.115	2,819.43		2,819.43	2,819.43		2,819.43	-
852.98.2852.422.114	71.35		71.35	71.35		71.35	-
852.98.2852.422.115	247.98		247.98	247.98		247.98	-
853.98.2853.422.114	570.11		570.11	570.11		570.11	-
853.98.2853.422.115	2,034.98		2,034.98	2,034.98		2,034.98	-
854.98.2854.422.114	21,529.23		21,529.23	21,529.23		21,529.23	-
854.98.2854.422.115	72,728.27		72,728.27	72,728.27		72,728.27	-
856.98.2856.422.114	-		-	-		-	-
857.98.2857.422.114	7,826.70		7,826.70	7,826.70		7,826.70	-
857.98.2857.422.115	28,045.16		28,045.16	28,045.16		28,045.16	-
858.98.2858.422.114	1,538.59		1,538.59	1,538.59		1,538.59	-
858.98.2858.422.115	-		-	-		-	-

May

Mike 6/11/19

May

Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
860.98.2860.422.114	2,218.12		2,218.12	2,218.12		2,218.12	-
860.98.2860.422.115	7,978.00		7,978.00	7,978.00		7,978.00	-
861.98.2861.422.114	1,569.57		1,569.57	1,569.57		1,569.57	-
861.98.2861.422.115	1,986.91		1,986.91	1,986.91		1,986.91	-
862.98.2862.422.114	3,608.87		3,608.87	3,608.87		3,608.87	-
862.98.2862.422.115	13,027.47		13,027.47	13,027.47		13,027.47	-
864.98.2864.422.114	1,441.68		1,441.68	1,441.68		1,441.68	-
864.98.2864.422.115	5,186.94		5,186.94	5,186.94		5,186.94	-
878.98.2878.422.114	48.30		48.30	48.30		48.30	-
878.98.2878.422.115	182.98		182.98	182.98		182.98	-
879.98.2879.422.114	726.59		726.59	726.59		726.59	-
879.98.2879.422.115	2,376.93		2,376.93	2,376.93		2,376.93	-
880.98.2880.422.114	1,788.23		1,788.23	1,788.23		1,788.23	-
880.98.2880.422.115	5,427.34		5,427.34	5,427.34		5,427.34	-
881.98.2881.422.114	10,515.87		10,515.87	10,515.87		10,515.87	-
881.98.2881.422.115	38,666.12		38,666.12	38,666.12		38,666.12	-
882.98.2881.422.114	-		-	-		-	-
882.98.2882.422.114	-		-	-		-	-
883.98.2883.422.114	28.94		28.94	28.94		28.94	-
883.98.2883.422.115	6,367.33		6,367.33	6,367.33		6,367.33	-
	1,226,576.78	-	1,226,576.78	1,226,576.78	-	1,226,576.78	-

FY19

Reconcile through May as of 6/11/19 - Mike M

FY19

Eden Account	Eden	FY18		19-10210	19-10242	19-10267	19-10268	Adj	Eden Total	Ascend	Ascend d Adj	Ascend Total	Variance E-A
		FY18 accrual JV 18-10502	accrual JV 18-10517	Charter Holdback	BNSF Holdback	Charter & BNSF Holdback p1	Charter & BNSF Holdback pt2						
101.00.1101.410.102	9,139,687.39	-	-	32,622.68	45,028.13	-	-	-	9,217,338.20	9,217,338.20	-	9,217,338.20	-
101.00.1101.410.103	254,475.34	26,302.65	58,084.28	-	-	-	-	-	338,862.27	338,862.27	-	338,862.27	-
706.97.3706.422.114	36,774.86	3,891.35	8,375.01	-	-	-	-	-	49,041.22	49,041.22	-	49,041.22	-
706.97.3706.422.115	1,406,055.30	-	-	-	-	11,838.25	107.61	-	1,418,001.16	1,418,001.16	-	1,418,001.16	-
707.97.3707.422.114	13,916.06	1,472.49	3,169.07	-	-	-	-	-	18,557.62	18,557.62	-	18,557.62	-
707.97.3707.422.115	532,578.62	-	-	-	-	4,480.02	44.78	-	537,103.42	537,103.42	-	537,103.42	-
783.97.3783.422.127	101,041.56	-	-	-	-	-	-	-	101,041.56	101,041.56	-	101,041.56	-
783.97.3783.422.128	30,774.04	-	-	-	-	-	-	-	30,774.04	30,774.04	-	30,774.04	-
801.98.2801.422.114	280.80	-	-	-	-	-	-	-	280.80	280.80	-	280.80	-
801.98.2801.422.115	7,511.83	-	-	-	-	-	-	-	7,511.83	7,511.83	-	7,511.83	-
802.98.2802.422.114	49,818.96	-	-	-	-	-	-	-	49,818.96	49,818.96	-	49,818.96	-
802.98.2802.422.115	1,300,749.01	-	-	-	-	-	-	-	1,300,749.01	1,300,749.01	-	1,300,749.01	-
803.98.2803.422.114	207.11	-	-	-	-	-	-	-	207.11	207.11	-	207.11	-
803.98.2803.422.115	6,131.50	-	-	-	-	-	-	-	6,131.50	6,131.50	-	6,131.50	-
804.98.2804.422.114	36,709.63	-	-	-	-	-	-	-	36,709.63	36,709.63	-	36,709.63	-
804.98.2804.422.115	999,582.22	-	-	-	-	-	-	-	999,582.22	999,582.22	-	999,582.22	-
806.98.2806.422.114	203.49	-	-	-	-	-	-	-	203.49	203.49	-	203.49	-
806.98.2806.422.115	5,415.94	-	-	-	-	-	-	-	5,415.94	5,415.94	-	5,415.94	-
807.98.2807.422.114	68,184.47	-	-	-	-	-	-	-	68,184.47	68,184.47	-	68,184.47	-
807.98.2807.422.115	1,754,513.89	-	-	-	-	-	-	-	1,754,513.89	1,754,513.89	-	1,754,513.89	-
808.98.2808.422.114	301,674.51	-	-	-	-	-	-	-	301,674.51	301,674.51	-	301,674.51	-
808.98.2808.422.115	8,210,186.67	-	-	-	-	-	-	-	8,210,186.67	8,210,186.67	-	8,210,186.67	-
809.98.2809.422.114	296.53	-	-	-	-	-	-	-	296.53	296.53	-	296.53	-
809.98.2809.422.115	8,078.75	-	-	-	-	-	-	-	8,078.75	8,078.75	-	8,078.75	-
810.98.2810.422.114	59,394.85	-	-	-	-	-	-	-	59,394.85	59,394.85	-	59,394.85	-
810.98.2810.422.115	1,087,262.53	-	-	-	-	-	-	-	1,087,262.53	1,087,262.53	-	1,087,262.53	-
812.98.2812.422.114	6,102.47	-	-	-	-	-	-	-	6,102.47	6,102.47	-	6,102.47	-
812.98.2812.422.115	165,316.69	-	-	-	-	-	-	-	165,316.69	165,316.69	-	165,316.69	-
814.98.2814.422.114	120.31	-	-	-	-	-	-	-	120.31	120.31	-	120.31	-
814.98.2814.422.115	4,100.14	-	-	-	-	-	-	-	4,100.14	4,100.14	-	4,100.14	-
817.98.2817.422.114	9.65	-	-	-	-	-	-	-	9.65	9.65	-	9.65	-
818.98.2818.422.114	55,584.91	-	-	-	-	-	-	-	55,584.91	55,584.91	-	55,584.91	-
818.98.2818.422.115	1,522,412.05	-	-	-	-	-	-	-	1,522,412.05	1,522,412.05	-	1,522,412.05	-
830.98.2830.422.114	126.68	-	-	-	-	-	-	-	126.68	126.68	-	126.68	-

FY19		Reconcile through May as of 6/11/19 - Mike M						FY19					
		FY18	19-10210	19-10242	19-10267	19-10268							
	FY18 accrual	accrual JV	Charter	BNSF	Charter &	Charter &				Ascen			
Eden	JV 18-10502	18-10517	Holdback	Holdback	BNSF	BNSF	Adj	Eden Total	Ascend	d Adj	Ascend Total	Variance E-A	
	4,443.30	-	-	-	-	-	-	4,443.30	4,443.30	-	4,443.30	-	
	2,728.08	-	-	-	-	-	-	2,728.08	2,728.08	-	2,728.08	-	
	69,363.60	-	-	-	-	-	-	69,363.60	69,363.60	-	69,363.60	-	
	9,537.30	-	-	-	-	-	-	9,537.30	9,537.30	-	9,537.30	-	
	281,091.79	-	-	-	-	-	-	281,091.79	281,091.79	-	281,091.79	-	
	2,348.24	-	-	-	-	-	-	2,348.24	2,348.24	-	2,348.24	-	
	71,481.18	-	-	-	-	-	-	71,481.18	71,481.18	-	71,481.18	-	
	124.23	-	-	-	-	-	-	124.23	124.23	-	124.23	-	
	5,840.01	-	-	-	-	-	-	5,840.01	5,840.01	-	5,840.01	-	
	106,739.67	-	-	-	-	-	-	106,739.67	106,739.67	-	106,739.67	-	
	3,115,428.49	-	-	-	-	-	-	3,115,428.49	3,115,428.49	-	3,115,428.49	-	
	2,198.50	-	-	-	-	-	-	2,198.50	2,198.50	-	2,198.50	-	
	72,110.11	-	-	-	-	-	-	72,110.11	72,110.11	-	72,110.11	-	
	4,159.10	-	-	-	-	-	-	4,159.10	4,159.10	-	4,159.10	-	
	115,419.45	-	-	-	-	-	-	115,419.45	115,419.45	-	115,419.45	-	
	358.67	-	-	-	-	-	-	358.67	358.67	-	358.67	-	
	10,152.07	-	-	-	-	-	-	10,152.07	10,152.07	-	10,152.07	-	
	2,865.14	-	-	-	-	-	-	2,865.14	2,865.14	-	2,865.14	-	
	83,306.72	-	-	-	-	-	-	83,306.72	83,306.72	-	83,306.72	-	
	109,177.08	-	-	-	-	-	-	109,177.08	109,177.08	-	109,177.08	-	
	2,977,283.95	-	-	-	-	-	-	2,977,283.95	2,977,283.95	-	2,977,283.95	-	
	2.14	-	-	-	-	-	-	2.14	2.14	-	2.14	-	
	39,721.56	-	-	-	-	-	-	39,721.56	39,721.56	-	39,721.56	-	
	1,148,085.30	-	-	-	-	-	-	1,148,085.30	1,148,085.30	-	1,148,085.30	-	
	6,573.69	-	-	-	-	-	-	6,573.69	6,573.69	-	6,573.69	-	
	-	-	-	-	-	-	-	-	-	-	-	-	

FY19	Reconcile through May as of 6/11/19 - Mike M							FY19					
		FY18	19-10210	19-10242	19-10267	19-10268							
	FY18 accrual	accrual JV	Charter	BNSF	Charter &	Charter &					Ascen		
Eden	JV 18-10502	18-10517	Holdback	Holdback	BNSF	BNSF	Adj	Eden Total	Ascend	d Adj	Ascend Total	Variance E-A	
11,288.85	-	-	-	-	-	-	-	11,288.85	11,288.85	-	11,288.85	-	
326,597.21	-	-	-	-	-	-	-	326,597.21	326,597.21	-	326,597.21	-	
8,013.67	-	-	-	-	-	-	-	8,013.67	8,013.67	-	8,013.67	-	
81,337.61	-	-	-	-	-	-	-	81,337.61	81,337.61	-	81,337.61	-	
17,931.02	-	-	-	-	-	-	-	17,931.02	17,931.02	-	17,931.02	-	
533,308.23	-	-	-	-	-	-	-	533,308.23	533,308.23	-	533,308.23	-	
7,282.61	-	-	-	-	-	-	-	7,282.61	7,282.61	-	7,282.61	-	
212,337.51	-	-	-	-	-	-	-	212,337.51	212,337.51	-	212,337.51	-	
250.80	-	-	-	-	-	-	-	250.80	250.80	-	250.80	-	
7,491.00	-	-	-	-	-	-	-	7,491.00	7,491.00	-	7,491.00	-	
3,671.26	-	-	-	-	-	-	-	3,671.26	3,671.26	-	3,671.26	-	
97,303.02	-	-	-	-	-	-	-	97,303.02	97,303.02	-	97,303.02	-	
8,776.69	-	-	-	-	-	-	-	8,776.69	8,776.69	-	8,776.69	-	
222,180.59	-	-	-	-	-	-	-	222,180.59	222,180.59	-	222,180.59	-	
53,593.18	-	-	-	-	-	-	-	53,593.18	53,593.18	-	53,593.18	-	
1,582,878.80	-	-	-	-	-	-	-	1,582,878.80	1,582,878.80	-	1,582,878.80	-	
-	-	-	-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	-	-	-	
73.88	-	-	-	-	-	-	-	73.88	73.88	-	73.88	-	
260,660.89	-	-	-	-	-	-	-	260,660.89	260,660.89	-	260,660.89	-	
38,840,794.95	31,666.49	69,628.36	32,622.68	45,028.13	16,318.27	152.39	-	39,036,211.27	39,036,211.27	-	39,036,211.27	-	



Type		Face Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par
US Government Securities	Federal Home Loan Mortgage Corp	1.750%	5/29/2018	5/30/2019	3.60%	2.20%	2.20%	30	1	500,000.00
US Government Securities	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.10%	2.23%	2.23%	272	27	1,394,000.00
US Government Securities	Federal Home Loan Bank		10/15/2018	3/30/2020	3.60%	2.71%	2.71%	335	12	500,000.00
US Government Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.60%	2.76%	2.76%	442	16	500,000.00
US Government Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.60%	2.55%	2.55%	534	19	531,000.00
US Government Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.60%	2.71%	2.71%	626	23	534,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.10%	2.70%	2.70%	721	22	435,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.50%	2.79%	2.80%	776	27	500,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.50%	2.88%	2.88%	776	27	500,000.00
US Government Securities	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	43.80%	1.85%	1.85%	798	350	6,000,000.00
Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.60%	2.96%	2.96%	1,038	37	500,000.00
US Government Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	10.60%	3.04%	3.04%	1,175	125	1,500,000.00
US Government Securities	Federal Farm Credit Bank	2.860%		2/1/2024	3.60%	2.87%	2.87%	1,738	63	500,000.00
	5 years				0.00%					
total					99.80%	2.3152800%	2.02%	13,894,000.00		

Average					Weighted Ave	
1.95 Years					2.05 Years	

General Ledger

Time to average maturity

\*.12101

	% Portfolio	Max	Comply
Investment by Agency			
Federal Home Loan Bank	17.158%	33%	YES
Federal Home Loan Mortgage Corp	1.334%	33%	YES
Federal Natl Mortgage Assn	3.700%	33%	YES
Federal Farm Credit Bank	9.074%	33%	YES
RFCSP Strip Principal	4.094%	33%	YES
	0.000%	33%	YES
Total US Agencies	35.359%	100%	YES
Corporate Bond Johnson & Johnson	1.328%	100%	YES
LGIP	63.312%	49,000,000	YES

LGIP Yield	
March	2.75%
Investments at	
Less than LGIP	
Count	7
Value	9,766,960.00
%	71.1%



Total Invested

Limits	Max %	Portfolio	Comply	Maturity Limits	Min	Actual \$	Actual %
US Treasury	100.0%	0.0%	YES	Under 60 Days	25%	24,219,727.91	65%
US Agency Securities	100.0%	35.4%	YES	Under 1 year	50%	26,105,579.91	70%
Per US Agency	33.0%	17.2%	YES	Under 3 years	75%	35,479,316.91	95%
Oregon Short Term Fund	30,000,000	23,720,012	YES	Under 5 years	100%	37,464,976.91	100%
Bankers' Acceptance	25.0%	0.0%	YES				
Time Deposits/Savings	50.0%	0.0%	YES				
Certificates of Deposit per Institution	25.0%	0.0%	YES				
Repurchase Agreements	5.0%	0.0%	YES				
Corporate Debt (Total)	15.0%	0.0%	YES				
Corporate Commercial Paper	15.0%	0.0%	YES				
Corp Commercial Paper Per Issuer	2.5%	0.0%	YES				
Corporate Bonds	10.0%	1.3%	YES				
Corp Bonds Per Issuer	2.5%	1.3%	YES				
Municipal Debt (Total)	10.0%	0.0%	YES				
Municipal Commercial Paper	10.0%	0.0%	YES				
Municipal Bonds	10.0%	0.0%	YES				

Face	Principal Cost	Interest included at purchase	Purchase Price	Market	Book Value 03/31/2019	Called/ Matured/Purc hased	Mark to Market	Book Value 04/30/2019
500,000.00	497,780.00	4,350.69	502,130.69	499,716.00	499,370.00		346.00	499,716.00
1,394,000.00	1,380,060.00	1,711.52	1,381,771.52	1,386,039.00	1,384,791.00		1,248.00	1,386,039.00
500,000.00	497,617.50	494.79	498,112.29	499,813.00	500,030.00		(217.00)	499,813.00
500,000.00	499,963.28	-	499,963.28	509,917.00	509,262.00		655.00	509,917.00
531,000.00	499,961.17	-	499,961.17	512,442.00	511,955.00		487.00	512,442.00
534,000.00	499,812.00	-	499,812.00	511,601.00	511,401.00		200.00	511,601.00
435,000.00	423,118.00	2,025.77	425,143.77	428,887.00	428,296.00		591.00	428,887.00
500,000.00	484,526.00	2,092.50	486,618.50	492,429.00	492,661.00		(232.00)	492,429.00
500,000.00	483,711.50	2,452.50	486,164.00	492,429.00	492,661.00		(232.00)	492,429.00
6,000,000.00	5,999,940.00	6,475.00	6,006,415.00	5,928,462.00	5,932,422.00		(3,960.00)	5,928,462.00
500,000.00	488,547.34	968.75	489,516.09	497,570.00	496,830.00		740.00	497,570.00
1,500,000.00	1,456,705.50	6,968.75	1,463,674.25	1,485,656.00	1,489,575.00		(3,919.00)	1,485,656.00
500,000.00	499,759.00	-	499,759.00	500,004.00	500,008.00		(4.00)	500,004.00
-	-	-	-	-	-		-	-
13,894,000.00	13,711,501.29	27,540.27	13,739,041.56	13,744,965.00	13,749,262.00	-	(4,297.00)	13,744,965.00
					13,749,262.00			13,744,965.00
					-			-
			6,504,527.29	6,428,275.00	6,432,452.00		(4,177.00)	6,428,275.00
			502,130.69	499,716.00	499,370.00		346.00	499,716.00
			1,381,771.52	1,386,039.00	1,384,791.00		1,248.00	1,386,039.00
			3,361,359.52	3,399,405.00	3,403,201.00		(3,796.00)	3,399,405.00
			1,499,736.45	1,533,960.00	1,532,618.00		1,342.00	1,533,960.00
			-	-	-		-	-
			-	-	-		-	-
			489,516.09	497,570.00	496,830.00		740.00	497,570.00
			23,720,011.91	23,720,011.91	23,720,011.91		-	23,720,011.91

37,459,053.47	37,464,976.91	37,469,273.91	(4,297.00)	37,464,976.91
---------------	---------------	---------------	------------	---------------

Comply		
YES	9,366,244.23	9,366,244.23
YES	18,732,488.46	9,366,244.23
YES	28,098,732.68	9,366,244.23
YES	37,464,976.91	9,366,244.23

Type	Face Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par	
US Government Securities	Federal Home Loan Mortgage Corp	1.750%	5/29/2018	5/30/2019	3.60%	2.20%	2.20%	(1)	(0)	500,000.00
US Government Securities	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.10%	2.23%	2.23%	241	24	1,394,000.00
US Government Securities	Federal Home Loan Bank		10/15/2018	3/30/2020	3.60%	2.71%	2.71%	304	11	500,000.00
US Government Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.60%	2.76%	2.76%	411	15	500,000.00
US Government Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.60%	2.55%	2.55%	503	18	531,000.00
US Government Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.60%	2.71%	2.71%	595	21	534,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.10%	2.70%	2.70%	690	21	435,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.50%	2.79%	2.80%	745	26	500,000.00
US Government Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.50%	2.88%	2.88%	745	26	500,000.00
US Government Securities	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	43.80%	1.85%	1.85%	767	336	6,000,000.00
Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.60%	2.96%	2.96%	1,007	36	500,000.00
US Government Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	10.60%	3.04%	3.04%	1,144	121	1,500,000.00
US Government Securities	Federal Farm Credit Bank	2.860%		2/1/2024	3.60%	2.87%	2.87%	1,707	61	500,000.00
	5 years			0.00%						
	total			99.80%	2.3152800%	2.02%				13,894,000.00

Average				1.87	Years	Weighted Ave	1.97	Years
---------	--	--	--	------	-------	--------------	------	-------

General Ledger Time to average maturity \*.12101

		% Portfolio	Max	Comply
Investment by Agency	Federal Home Loan Bank	17.445%	33%	YES
	Federal Home Loan Mortgage Corp	0.000%	33%	YES
	Federal Natl Mortgage Assn	3.746%	33%	YES
	Federal Farm Credit Bank	9.229%	33%	YES
	RFCSP Strip Principal	4.165%	33%	YES
		0.000%	33%	YES
Total US Agencies		34.586%	100%	YES
Corporate Bond Johnson & Johnson		1.351%	100%	YES
LGIP		64.063%	49,000,000	YES

LGIP Yield	
May	2.75%
Investments at	
Less than LGIP	
Count	7
Value	9,307,396.00
%	69.9%

Total Invested

Limits	Max %	Portfolio	Comply	Maturity Limits	Min	Actual \$	Actual %
US Treasury	100.0%	0.0%	YES	Under 60 Days	25%	23,720,011.91	64%
US Agency Securities	100.0%	34.6%	YES	Under 1 year	50%	25,607,108.91	69%
Per US Agency	33.0%	17.4%	YES	Under 3 years	75%	35,028,455.91	95%
Oregon Short Term Fund	30,000,000	23,720,012	YES	Under 5 years	100%	37,025,820.91	100%
Bankers' Acceptance	25.0%	0.0%	YES				
Time Deposits/Savings	50.0%	0.0%	YES				
Certificates of Deposit per Institution	25.0%	0.0%	YES				
Repurchase Agreements	5.0%	0.0%	YES				
Corporate Debt (Total)	15.0%	0.0%	YES				
Corporate Commercial Paper	15.0%	0.0%	YES				
Corp Commercial Paper Per Issuer	2.5%	0.0%	YES				
Corporate Bonds	10.0%	1.4%	YES				
Corp Bonds Per Issuer	2.5%	1.4%	YES				
Municipal Debt (Total)	10.0%	0.0%	YES				
Municipal Commercial Paper	10.0%	0.0%	YES				
Municipal Bonds	10.0%	0.0%	YES				

Face	Principal Cost	Interest included at purchase	Purchase Price	Market	Book Value 04/30/2019	Called/ Matured/Purc hased	Mark to Market	Book Value 05/31/2019
500,000.00	497,780.00	4,350.69	502,130.69	-	499,716.00		(499,716.00)	-
1,394,000.00	1,380,060.00	1,711.52	1,381,771.52	1,387,162.00	1,386,039.00		1,123.00	1,387,162.00
500,000.00	497,617.50	494.79	498,112.29	499,935.00	499,813.00		122.00	499,935.00
500,000.00	499,963.28	-	499,963.28	512,067.00	509,917.00		2,150.00	512,067.00
531,000.00	499,961.17	-	499,961.17	515,156.00	512,442.00		2,714.00	515,156.00
534,000.00	499,812.00	-	499,812.00	514,826.00	511,601.00		3,225.00	514,826.00
435,000.00	423,118.00	2,025.77	425,143.77	430,967.00	428,887.00		2,080.00	430,967.00
500,000.00	484,526.00	2,092.50	486,618.50	494,378.00	492,429.00		1,949.00	494,378.00
500,000.00	483,711.50	2,452.50	486,164.00	494,378.00	492,429.00		1,949.00	494,378.00
6,000,000.00	5,999,940.00	6,475.00	6,006,415.00	5,959,350.00	5,928,462.00		30,888.00	5,959,350.00
500,000.00	488,547.34	968.75	489,516.09	500,225.00	497,570.00		2,655.00	500,225.00
1,500,000.00	1,456,705.50	6,968.75	1,463,674.25	1,497,351.00	1,485,656.00		11,695.00	1,497,351.00
500,000.00	499,759.00	-	499,759.00	500,014.00	500,004.00		10.00	500,014.00
-	-	-	-	-	-		-	-
13,894,000.00	13,711,501.29	27,540.27	13,739,041.56	13,305,809.00	13,744,965.00	-	(439,156.00)	13,305,809.00
					13,744,965.00			13,305,809.00
					-			-
			6,504,527.29	6,459,285.00	6,428,275.00		31,010.00	6,459,285.00
			502,130.69	-	499,716.00		(499,716.00)	-
			1,381,771.52	1,387,162.00	1,386,039.00		1,123.00	1,387,162.00
			3,361,359.52	3,417,088.00	3,399,405.00		17,683.00	3,417,088.00
			1,499,736.45	1,542,049.00	1,533,960.00		8,089.00	1,542,049.00
			-	-	-		-	-
			-	-	-		-	-
			489,516.09	500,225.00	497,570.00		2,655.00	500,225.00
			23,720,011.91	23,720,011.91	23,720,011.91		-	23,720,011.91

37,459,053.47	37,025,820.91	37,464,976.91	(439,156.00)	37,025,820.91
---------------	---------------	---------------	--------------	---------------

Comply		
YES	9,256,455.23	9,256,455.23
YES	18,512,910.46	9,256,455.23
YES	27,769,365.68	9,256,455.23
YES	37,025,820.91	9,256,455.23



## CONSENT AGENDA

---

[REAPPOINTMENTS](#)

---

[MINUTES: 6.5.2019 REGULAR SESSION](#)  
[6.12.2019 REGULAR SESSION](#)

---





## CONSENT AGENDA ITEM

### Reappointments

---

#### STAFF MEMO

---

ORDER 19-083 REAPPOINTING RICH REMINGTON TO BOARD OF REVIEW

---

ORDER 19-084 REAPPOINTING DAVID COOPER TO BOARD OF REVIEW

---

ORDER 19-085 REAPPOINTING JERRY DULING TO BOARD OF REVIEW

---

ORDER 19-086 REAPPOINTING RODGER NICHOLS TO CRGC

---

ORDER 19-087 REAPPOINTING DEBBY JONES TO HUB BOARD

---

ORDER 19-088 REAPPOINTING KRISTINA COLEMAN TO LIBRARY BOARD

---

ORDER 19-089 REAPPOINTING JOHN HUTCHISON TO BOPTA

---

ORDER 19-091 REAPPOINTING VICKIE ELLETT TO BOPTA

---

ORDER 19-092 REAPPOINTING SCOTT HEGE TO BOPTA

---

ORDER 19-093 REAPPOINTING RUBY MASON TO BOPTA

---

ORDER 19-094 REAPPOINTING LOUISE SARGENT TO STF ADVISORY

---

ORDER 19-095 REAPPOINTING LEE BRYANT TO STF ADVISORY

---

ORDER 19-096 REAPPOINTING LOUISE SARGENT TO STIF ADVISORY

---

ORDER 19-097 REAPPOINTING LEE BRYANT TO STIF ADVISORY

---

ORDER 19-098 REAPPOINTING STEVE KRAMER TO URBAN RENEWAL

---

---

[ORDER 19-099 REAPPOINTING PHIL KASER TO 15-MILE WATERSHED](#)

---

[ORDER 19-100 REAPPOINTING BOB DURHAM TO 15-MILE WATERSHED](#)

---

[ORDER 19-101 REAPPOINTING MARTIN UNDERHILL TO 15-MILE  
WATERSHED](#)

---



## MEMORANDUM

**SUBJECT: Reappointments**

---

TO: BOARD OF COUNTY COMMISSIONERS

---

FROM: KATHY WHITE

---

DATE: 06.25.2019

### **BACKGROUND INFORMATION:**

Virtually all of the appointments made by the Board of County Commissioners expire at the end of June or the end of December at the end of their term. The Board has previously seen applications for the re-appointees and all are willing to continue to serve; their reappointments are supported by the committees on which they serve.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RICH REMINGTON TO THE WASCO COUNTY BOARD OF REVIEW

**ORDER #19-083**

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington's term on the Wasco County Board of Review expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Remington be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 COOPER TO THE WASCO COUNTY BOARD OF REVIEW

**ORDER #19-084**

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper's term on the Wasco County Board of Review expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Cooper be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 JERRY DULING TO THE WASCO COUNTY BOARD OF REVIEW

**ORDER #19-085**

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling's term on the Wasco County Board of Review expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerry Duling be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 RODGER NICHOLS TO THE COLUMBIA RIVER GORGE COMMISSION

**ORDER #19-086**

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 COURT: That Rodger Nichols' term on the Columbia River Gorge Commission expired on June 30, 2019; and

IT FURTHER APPEARING TO THE COURT: That Rodger Nichols is willing and is qualified to be reappointed to the Columbia River Gorge Commission as Wasco County's Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rodger Nichols be and is hereby reappointed to the Columbia River Gorge Commission as Wasco County's Representative; said term to expire on June 30, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 DEBBY JONES TO REPRESENT WASCO COUTY ON THE FOUR RIVERS  
EARLY LEARNING HUB GOVERNANCE BOARD

**ORDER #19-087**

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: The Four Rivers Early Learning Hub has been formed for Gilliam, Hood River, Sherman, Wasco and Wheeler Counties; and

IT FURTHER APPEARING TO THE BOARD: That each County participating in the Hub is to have an appointed representative to serve on the Governance Board; and

IT FUTHER APPEARING TO THE BOARD: That Debby Jones' appointment to the Four Rivers Early Learning Hub Governance Board expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Debby Jones is willing and is qualified to be reappointed to represent Wasco County on the Four Rivers Early Learning Hub.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Debby Jones be and is hereby reappointed to represent Wasco County on the Four Rivers Early Learning Hub; said term to expire on June 30, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brad Timmons, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
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 KRISTINA COLEMAN TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS

**ORDER #19-088**

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 Kristina Coleman's term on the Wasco County Library Service District Board of Directors expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Kristina Coleman is willing and is qualified to be reappointed to the Wasco County Library Service District Board of Directors representing City of Dufur.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristina Coleman be and is hereby reappointed to the Wasco County Library Service District Board of Directors; said term to expire on June 30, 2023.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 HUTCHISON TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE-HOLDING POOL

**ORDER #19-089**

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison's term on the Wasco County Board of Property Tax Appeals expired June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Hutchison be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2019, through June 30, 2020.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 VICKIE ELLETT TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE HOLDING POOL

**ORDER #19-091**

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett's term on the Wasco County Board of Property Tax Appeals expired June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vickie Ellett be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2019, through June 30, 2020.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 SCOTT HEGE TO THE WASCO COUNTY BOARD OF PROPERTY TAX  
APPEALS CHAIR PERSONS POOL AND GOVERNING BODY POOL

**ORDER #19-092**

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 309.067(1)(a) the Board of Commissioners shall appoint a pool of members of the county governing body to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on the Wasco County Board of Property Tax Appeals expired June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2019, through June 30, 2020.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 RUBY MASON TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE HOLDING POOL

**ORDER #19-093**

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Ruby Mason's term on the Wasco County Board of Property Tax Appeals expired June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Ruby Mason is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ruby Mason be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2019, through June 30, 2020.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 LOUISE SARGENT TO THE WASCO COUNTY SPECIAL  
TRANSPORTATION FUND ADVISORY COMMITTEE

**ORDER #19-094**

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 Louise Sargent's term on the Wasco Special Transportation Funds Advisory Committee expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Louise Sargent is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise Sargent be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 LEE BRYANT TO THE WASCO COUNTY SPECIAL TRANSPORTATION  
FUND ADVISORY COMMITTEE

**ORDER #19-095**

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 Lee Bryant's term on the Wasco Special Transportation Funds Advisory Committee expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Lee Bryant is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 LOUISE SARGENT TO THE WASCO COUNTY STATEWIDE  
TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE

**ORDER #19-096**

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

IT APPEARING TO THE BOARD: That in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT APPEARING TO THE BOARD: That Louise Sargent's term on the Wasco County Statewide Transportation Improvement Funds Advisory Committee expired on June 30, 2019; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise Sargent be and is hereby reappointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee; said term to expire on June 30, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brad Timmons, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
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 LEE BRYANT TO THE WASCO COUNTY STATEWIDE  
TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE

**ORDER #19-097**

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

IT APPEARING TO THE BOARD: That in order to participate in the Statewide Transportation Improvement Funds Program, the County is required to establish a Statewide Transportation Improvement Fund Advisory Committee; and

IT APPEARING TO THE BOARD: That Lee Bryant's term on the Wasco County Statewide Transportation Improvement Funds Advisory Committee expired on June 30, 2019; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be and is hereby reappointed to the Wasco County Statewide Transportation Improvement Funds Advisory Committee; said term to expire on June 30, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brad Timmons, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
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 STEVEN KRAMER TO THE CITY OF THE DALLES URBAN RENEWAL ADVISORY COMMITTEE

**ORDER #19-098**

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 Steve Kramer's term on the City of The Dalles Urban Renewal Advisory Committee expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is willing and is qualified to be reappointed to the City of The Dalles Urban Renewal Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be and is hereby reappointed to the City of The Dalles Urban Renewal Advisory Committee; said term to expire on June 30, 2021.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 PHIL KASER TO THE 15-MILE WATERSHED COUNCIL

**ORDER #19-099**

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Phil Kaser's appointment to the 15-Mile Watershed Council expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Phil Kaser is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Kaser be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 BOB DURHAM TO THE 15-MILE WATERSHED COUNCIL

**ORDER #19-100**

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Bob Durham's appointment to the 15-Mile Watershed Council expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Bob Durham is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bob Durham be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, 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 MARTIN UNDERHILL TO THE 15-MILE WATERSHED COUNCIL

**ORDER #19-101**

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Martin Underhill's appointment to the 15-Mile Watershed Council expired on June 30, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Martin Underhill is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Martin Underhill be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2022.

DATED this 3<sup>RD</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Brad Timmons, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## CONSENT AGENDA ITEM

### Minutes

---

[6.5.2019 REGULAR SESSION MINUTES](#)

---

[6.12.2019 REGUALR SESSION MINUTES](#)

---



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 5, 2019

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

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

At 11:00 a.m. Chair Kramer opened the Regular Session. Changes to the Agenda::

- The Hearing listed as an appeal is actually a Zone Change Review

<b>Discussion Item – Janitorial Service Contract</b>
--

Facilities Manager Fred Davis explained that the Health Department needs a higher level of sanitation than the rest of the County offices. He stated that he has worked with our current service provider to try to achieve the necessary medical standards but they have not been able to meet the need. He stated that he will be moving their work from the Health Department to the Harding House and bring in Helping Hands to do the cleaning at the Health Department. He reported that Helping Hands already does the cleaning at Annex C; he expects to see an improvement in the level of cleaning once they are on board. He added that the Health Department approves of the new vendor.

Vice-Chair Hege said that there was a lot of disappointment with the work that had been done and he is hopeful that Helping Hands will be able to deliver what is needed for a medical facility.

Chair Kramer asked why the County is paying for cleaning services at the Health Department. Vice-Chair Hege replied that it is part of the in-kind services. He said that it is what we have been doing but not necessarily what we need to continue to do. He said that we also provide IT services to the Health Department.

Further discussion ensued regarding the Health Department staff reporting to the Board on a more regular basis. Commissioner Schwartz reported that she has

spoken to the Health Department's Director who talked about coming to give us a report.

**{{{Vice-Chair Hege moved to approve the Personal Services Contract for janitorial services at 419 E. 7<sup>th</sup> Street, The Dalles, Oregon, between Wasco County and Helping Hands Janitorial. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

**Discussion Item – Building Codes Vehicles**

Finance Director Mike Middleton reviewed the memo included in the packet saying that since we need immediate delivery of the vehicles, the selection will have to be what is available on the lot. The Jeep is the least expensive option and has an average rating through Consumer Reports. He stated that the payment will come from the Capital Acquisition fund which will be reimbursed by the Building Codes fund when we take over the program July 1<sup>st</sup>.

Vice-Chair Hege asked if the vehicles will bear the County logo. Mr. Middleton replied affirmatively. Vice-Chair Hege pointed out that we usually acquire vehicles through the fleet process with the Sheriff. Mr. Middleton responded that the Sheriff ordered from the Fleet last August and we have still not gotten the vehicles. We need to have the cars for the program now. In addition, the State currently does not have a fleet contract as they are waiting for the new model.

**{{{Vice-Chair Hege moved to approve the purchase of four Jeep Compass Sport 4x4's for \$94,560 from C.H. Urness Motors. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

**Discussion Item –Community Dispute Resolution Grant Award**

Ms. White explained that this is the final step in the five-county grant process to solicit and select an organization to receive grant funding for the provision of community dispute resolution services. She reported that Gilliam, Wheeler, Sherman and Hood River Counties have already approved 6 Rivers which is the only applicant. Once Wasco County expresses final approval, the State will work directly with 6 Rivers to contract for the services.

**\*\*\*The Board was in consensus to approve the selection of 6 Rivers to be awarded the Community Dispute Resolution Grant.\*\*\***

**Discussion Item –Prosecution Services IGA**

Mr. Stone explained that this is the final piece of the discussion regarding Municipal



Court cases coming to the County for prosecution. The intergovernmental agreement formalizes the arrangement and provides for annual renewal and payment.

Vice-Chair Hege asked if anything changed in the agreement. Mr. Stone replied that the annual increase is 3% rather than 2% and some of the language was modified to make it clear that it is a long-term agreement as that was the intent.

Vice-Chair Hege noted that the agreement states that the City will pay the County starting July 1<sup>st</sup>. He asked if we know what the additional work will cost us and if that expense is recognized in the budget. Mr. Middleton responded that it is not recognized in the budget; we will work on that in the new fiscal year. Mr. Stone added that he believes the District Attorney has an idea of what level of staff he will need to hire to meet the demand. He said that his guess is that it will be a paralegal as not a lot of the cases go to trial; many will be pled but that still takes a good deal of administrative work. The agreement provides for \$80,000 annually.

Vice-Chair Hege asked if this will be added to the budget when it is adopted next week. Mr. Middleton replied that we could make that change; however, he hesitates to predict the expense side and would prefer to make that adjustment after the budget is adopted. Vice-Chair Hege commented that his hope would be that the revenue will come close to meeting the expense.

**{{{Vice-Chair Hege moved Commissioner Schwartz seconded the motion which passed unanimously.}}}**

<b>Discussion Item – National Association of Counties (NACo) Delegate</b>
---

Ms. White explained that each year the County is asked to designate a delegate to vote on behalf of Wasco County at the NACo annual conference. Generally, we have one attending Commissioner who is the voting delegate along with the Administrative Officer who is designated as the alternate. This year we have two elected officials – Vice-Chair Hege and County Treasurer Preston - attending along with the Administrative Officer. She said that the staff recommendation would be to designate Vice-Chair Hege as the voting delegate and then select either Mr. Preston or Mr. Stone as the alternate.

Chair Kramer commented that he does not think Mr. Preston would be comfortable with the assignment; the alternate should probably be Mr. Stone.

**\*\*\*The Board was in consensus to designate Vice-Chair Hege as the County's**

**voting delegate at the 2019 NACo Conference and designate Mr. Stone as the alternate.\*\*\***

**Consent Agenda – 4.11.2019, 4.17.2019 & 5.11.2019 Minutes**

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

**Agenda Item – Planning Ordinance Update**

At 9:30 a.m., Chair Kramer opened a legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan primarily relating to policies and implementation strategies for Natural Resources, Scenic and Historic Areas and Open Spaces and Transportation. Amendments also include the adoption of a new format for the plan. These amendments relate to work task 9 and 11 of Wasco County's Periodic Review to update the Comprehensive Plan.

He reminded those present that the process for this amendment has been consistent with the notice procedures required by Chapter 2 of the Land Use and Development Ordinance; the hearing was advertised for today, June 5, 2019, 9:30 a.m. in this room. Notice was provided in the newspaper and on the County's website. He then briefly explained the criteria for approval and today's procedure 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.*

Wasco County Long-Range Planner Dr. Kelly Howsley-Glover reviewed the presentation included in the Board Packet. She noted that the Public Works Director had input on the transportation section to give clarity regarding road maintenance responsibilities. In addition, references to MCCOG have been removed as that organization no longer exists.

Mr. Stone asked how close we are to goal in the 2040 process overall. Dr. Howsley-Glover stated that we are a little more than halfway with a hope to conclude the process in the fall of 2020. Mr. Stone commented that it is impressive that the work is being completed at this pace – he would have expected it to take

more than twice that amount of time.

Vice-Chair Hege noted that Goal 5 includes maintaining an Historic Landmarks Commission. Dr. Howsley-Glover responded that we have not had that for 20 years; the Planning Commission has acted as proxy in that capacity. She stated that it needs to be a distinct body and part of the work plan is to identify a new process. The suggestion to the Board of Commissioners several months ago was to reform the Historic Landmark Commission with cities annually appointing representatives from their City Councils. She said that we are working on that with the incorporated cities throughout the County.

Commissioner Schwartz read the title of the Ordinance into the record as follows:

In the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to land use planning Goals 5 and 12 or Wasco County 2040, the Comprehensive Plan (File Numbers 921-18-000109, 921-18-000215).

Chair Kramer closed the hearing at 9:48, announcing that the second hearing would take place on July 3, 2019.

<b>Agenda Item – Tygh Valley Road Vacation Hearing</b>
--

Chair Kramer opened the hearing at 9:49 a.m. regarding a petition to vacate certain roads and parts of roads in Tygh Valley, Oregon and reviewed the hearing process.

Public Works Director Arthur Smith reported that in the fall of 2018 a land owner came in to begin the process to vacate some roads in Tygh Valley. In February of 2019, the Board of Commissioners ordered Mr. Smith to investigate and produce a report with a recommendation. That report was completed and submitted to the Board on April 17, 2019. He stated that nothing has changed since that time; however, since not all adjoining property owners signed the petition, the process requires a public hearing.

He reported that after several iterations of the application, the petitioner has submitted a plan that allows access from their property to the remaining roads; portions of Church and St. Charles would stay. He explained that statute required him to notice the public hearing through three different means. He stated that it was published in The Dalles Chronicle in two separate editions, posted copies in Dufur, Maupin and Tygh Valley as well as along the local roads; a certified copy was sent to the one adjacent landowner.

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 5, 2019  
PAGE 6

Chair Kramer opened the floor to anyone in support of the application. *There were none.*

Chair Kramer opened the floor to anyone in opposition to the application. Harold Lindell of Tygh Valley and owner of the adjacent property said that he is not completely opposed to the vacation but does not understand why the applicant should just be given the land. He said he thinks the County should survey the land where it borders his land; he believes there will be conflict. Chair Kramer commented that he would think the property owner would have to have the land surveyed through the planning process.

Associate Planner Brent Bybee, assigned to this application, said that the land will have to be surveyed as part of the subdivision process. Ms. Brewer stated that the lots have to be larger to accommodate drain fields and wells.

Mr. Lindell said that he just wants to make sure it is done correctly as he already has a mess on his hands with another adjoining property.

Vice-Chair Hege asked about the past development. Mr. A. Smith stated there is significant encroachment on Lawrence. In addition, there are some underground items that were placed on other people's property and in the public right-of-way.

Vice-Chair Hege said that looking at St. Charles, the right-of-way goes right through structures. Mr. A. Smith concurred saying there will definitely be a lot of surveying needed.

Commissioner Schwartz asked what happens when we discover an encroachment. Mr. Stone replied that it is a civil matter.

Ms. Brewer stated that the Planning Commission is not aware of the encroachment issues; land owners can come to Planning for help fixing the issues – it can go through the courts.

Chair Kramer reminded the Board that the matter before them today is the vacation petition.

Vice-Chair Hege observed that looking at the County's GIS map in that area, Leonard comes into the area, vacates and starts up again up the hill. Mr. A. Smith responded that there were some hodge-podge vacations, but sometimes all he had to go on was the original 1892 information. He said he wants to fix what he can and do it correctly. The portion of Leonard being vacated is past everyone's lot

line.

Vice-Chair Hege said that the vacation won't preclude making it right; the roads platted don't make a lot of sense. He said he wants to make sure it will be cleaned up.

Mr. A. Smith said the applicant has to leave legal access to others and has done so. He went on to say that as Road Master, his job is to make sure the vacation is in the public interest. He stated there are no conflicts with utilities and no land locking of others. Outside of that, he makes no judgement. He noted that since 1892, the County has done nothing with this right-of-way.

Mr. Lindell asked that if it is vacated and Mr. Coburn is given that land, will he (Mr. Lindell) get the other part that is vacated. Vice-Chair Hege asked if it is standard practice to divide the land.

Mr. A. Smith replied that it is unless the right-of-way is entirely out of one lot which in this case it is. Mr. Coburn owns all the land that has a right-of-way.

Vice-Chair Hege asked if our surveyor has looked at this. Mr. S. Smith stated that the surveyor will look at it as part of the Planning process. It will be his job to review the survey submitted by the applicant.

Vice-Chair Hege asked if there is a process for this subdivision. Ms. Brewer replied that there is an application on file pending today's action. Mr. Bybee added that some of the standards in the planning process look at if neighboring properties have adequate access. He said from what he has seen, there is adequate access but no conclusions have been drawn. He stated that Mr. Coburn will also have to get DEQ approval.

Chair Kramer expressed disappointment at Mr. Coburn's absence, saying that it would have been useful to have him here.

Ms. Brewer said Planning will have to look at the encroachment issue. She pointed out that if the roads are not vacated today, Mr. Coburn will have to alter his proposal. Planning cannot do much without some direction today.

Mr. Stone asked if the Board can approve the vacation pending the planning process. Mr. A. Smith replied negatively.

Chair Kramer asked if the planning process will guarantee getting proper lines and resolve the encroachment issue. Ms. Brewer responded that would be the

goal . . . if not resolved, they will not approve the application.

Mr. Lindell asked who owns the land. Mr. A. Smith replied that the County does not own the land, the private home owner gets the reversion. Ms. Brewer stated that public roads are not necessarily owned by the County. She said Mr. Coburn is not getting land from the County; he is just not being required to provide public access to those portions of roads being vacated.

Vice-Chair Hege said he thinks Mr. Coburn is trying to develop land that might not otherwise go forward. He will have to go through the legal process with Planning; this is just making sure that other landowners have adequate access.

Mr. Lindell said Mr. Coburn will have to fence. Chair Kramer replied that issue will have to be worked out between Mr. Lindell and Mr. Coburn.

**{{{Vice-Chair Hege moved to approve Order 19-078 in the matter of the vacation of certain roads and sections of roads in Tygh Valley, Oregon. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Wilson Rezoning Hearing</b>
--

At 10:24 a.m., Chair Kramer opened a hearing:

“We will now open the Board of Commissioners Quasi-Judicial Hearing on agenda item 921-18-000086-PLNG, a request for a Comprehensive Plan Amendment, an Exception to Statewide Planning Goal #4 – Forest Lands, and a Zone Change from Forest, F-2 (80), to Forest-Farm, F-F (10).

The property involved is described as Tax Lot 2N 12E 22 4400; Account Number 884.

The criteria for approval of the land use decisions includes: Review Criteria: Oregon Administrative Rules (OAR) Division 4, Interpretation of Goal 2 Exception Process and Division 6, Goal 4 Forest Lands; Oregon Revised Statute (ORS) 197.732, Goal Exceptions; Wasco County Comprehensive Plan Chapter 11 – Revision Process, Sections A, B, C, E, H, I, and J; and Wasco County Land Use & Development Ordinance (LUDO) Chapter 2 – Development Approval Procedures, and Chapter 9 – Ordinance Amendments, Sections 9.010, 9.020, 9.030, 9.0404, 9.050, 9.070, and 9.080.

The proposal must comply with applicable provisions contained in the Wasco County Comprehensive Plan, and State Law. Generally, unless otherwise noted, if

a request is found to be consistent with the LUDO it is considered consistent with the Comprehensive Plan.

This is a record review hearing, and is not de novo. This means only those who have previously submitted comments on the record are permitted to participate, and their comments must be limited to what they previously put on the record. No new evidence or testimony will be accepted.

The procedure I would like to follow is:

- Disclosure of Interest, Ex Parte Contact or Potential Conflicts (see below)
- Reading of the Rules of Evidence (see below)
- Planning department staff will present their report
- Those who are already on the record who wish to speak in favor of the proposal
- Those who are already on the record who wish to speak in opposition of the proposal
- Applicant rebuttal
- Questions by Commissioners of staff, proponent, or opponent
- Close the hearing and record and begin deliberation (only Commissioners, or staff if questioned, may contribute to this discussion)

DISCLOSURE OF INTEREST, EX PARTE CONTACT OR POTENTIAL CONFLICTS:

- a. Does any commissioner wish to disqualify themselves for any personal or financial interest in this matter? ***There were none.***
- b. Does any commissioner wish to report any significant ex parte or pre-hearing contacts? ***Commissioner Schwartz disclosed that she met with Sheila Dooley to discuss and issue regarding notification. She reported that she directed Ms. Dooley to Planning. She further disclosed that she received emails this week from Ms. Dooley and Jill Barker but read neither.***

***Chair Kramer Disclosed that he has read letters from Ms. Dooley and Ms. Barker. He stated that at a recent meeting, he also recommended Ms. Dooley contact the Planning Department.***

- c. Does any member of the audience wish to challenge the right of any commissioner to hear this matter? ***There were none.***
- d. 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.***

COMMISSIONER DISCLOSURE OF SITE VISIT

For the record have any Commissioners conducted a site visit to the subject property? ***Vice-Chair Hege disclosed that he lives in this neighborhood and has been aware of the issue for some time.***

PARTY RECOGNITION

Only those who have already contributed verbal or written testimony can speak for or against the proposal today. Only those who have “party” status will be able to appeal a decision reached by this commission.

A party is defined in Section 1.090 as:

- a. The applicant and all owners or contract purchasers of record, as shown in the files of the Wasco County Assessor's Office, of the property which is the subject of the application.
- b. All property owners of record, as provided in (a) above, within the notification area, as described in section 2.080 A.2., of the property which is the subject of the application.
- c. A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to O.R.S. 197.160.
- d. Any affected unit of local government or public district or state or federal agency.
- e. Any other person, or his representative, who is specifically, personally or adversely affected in the subject matter, as determined by the Approving Authority.

And in ORS 197.830 (7)(b) as:

**(B)** Persons who appeared before the local government, special district or state agency, orally or in writing.

THE RULES OF EVIDENCE ARE AS FOLLOWS:

- No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.
- Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.
- Testimony and evidence must be directed toward the criteria applicable to the subject hearing or to criteria that the party believes apply to the decision.
- Failure to raise an issue with sufficient specificity may preclude raising it before the Land Use Board of Appeals.



- Failure to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow Wasco County to respond to the issue precludes an action for damages in circuit court.”

Senior Planner Will Smith reviewed the presentation included in the Board Packet. He explained that the potential impact of the rezoning would be as many as three new dwellings where there is now only one. He explained that in staff's presentation to the Planning Commission, they provided different perspectives for them to approve or deny findings.

Vice-Chair Hege stated that the practice of providing dual perspectives for findings seems fairly unusual. He asked why they chose to do that. Mr. W. Smith replied that they were trying to be pro-active with draft language for both decisions. He said they wanted to bolster two of the findings to support that this is a special case.

Commissioner Schwartz said she went through the packet several times and did not see the dual findings language.

Ms. Brewer said, for the record, all of the information is on the record, online and available. What is in the County Board of Commissioners' packet is the Planning Commission's recommendation. Mr. Stone noted that the dual finding language was part of the Planning Commission decision, not part of the Board of County Commissioners' decision.

Mr. W. Smith continued to review his presentation. He stated that the land has not been used for forestry during Mr. Wilson's ownership. It has two wells, each of which can support two homes. He said the Planning Commission wants to make sure it is clear that there are special circumstances – this property is surrounded on three sides by rural residential property and meets the standards to be irrevocably rezoned. He concluded by saying no conditions are included but can be added.

Commissioner Schwartz asked how it would impact the language if she has concerns. Mr. W. Smith replied that her concerns would have to be specific to a criteria – she would have to change the findings. For instance, she may determine there is not enough evidence to support a particular finding.

Mr. W. Smith concluded his presentation. Chair Kramer opened the floor to the applicant, Mr. Wilson, and his attorney, Mr. Summerfield.

Mr. Summerfield stated that he has never seen a staff report presented with dual findings. However, he pointed out, the Planning Commission approved all of the favorable findings with the only changes making the findings more favorable. He said the land is impracticable for use as resource land.

Mr. Summerfield went on to say that in the five to one Planning Commission decision, the one dissenting vote was concerned that Mr. Wilson would use this exception as a stepping stone for rezoning another area. Mr. Summerfield pointed out that you cannot use one exception to qualify for another exception.

Mr. Summerfield went on to say that the application stands on its own and is singular; zone changes are hard and they should be. He said the County is not being asked to convert a resource; it is being asked to look at the land and determine if it is still a resource. He stated that it is only borderline from the standpoint that there are so many applicable rules. He pointed out that this is the only land that touches Seven Mile Road still zoned as resource. He said they do not know how that happened, but it stands out.

Mr. Summerfield continued by saying that looking at it holistically, this land is developed. It has structures and wells and the structures are placed in such a way as to not be practical to create a commercial forest – it really is an anomaly. He stated that the impracticable standard does not mean it is impossible, but that it is not practical. It has never been used in its known history as timber resource, dating back to the early 1900's.

He said that he believes there was a mistake made in the Comprehensive Plan; the Planning Commission agreed. He reported that there are two wells on the property, each certified to produce 50-60 gallons a minute. He observed that the Board is not being asked to approve houses; development is a separate process. He said that he and Mr. Wilson ask that the Board affirm the Planning Commission's decision.

Mr. Wilson stated that there is a home in the ravine that he started cleaning up 20 years ago. He had noticed that the old 1880's homestead was failing and started blocking it up. He said he was allowed to continue just enough to keep it from falling. He stated that he cannot get a permit to do anything unless the rezoning goes through. He said the reason he has not pursued this previously is because Ken Thomas was pursuing a rezoning that would have also encompassed his land. That process has concluded and he is now pursuing the rezoning for just his own piece of property. He stated that the property does not support a stand of trees; there are only oaks and pines on the perimeter. He said the valley behind the

house must have been farmed.

Commissioner Schwartz asked how his land got swept up in the Thomas process. Mr. Wilson explained that he shared a border with Mr. Thomas who was trying to have everything north of the power line rezoned; that included his property. He said it would have meant that nearly 70 of his acres could be developed.

County Counsel Brad Timmons asked Mr. Summerfield to address Exception A – does it mean there needs to be a development from the adoption of the Plan to present. Mr. Summerfield responded that the house that was built was subject to a conditional use permit; the rest would have been other structures. The Driveway went in and some outbuildings. Mr. Wilson added the others are a house, corrals and a log cabin. He said he built the driveway.

Mr. Timmons asked if the conditional use permit was after the Plan. Mr. Summerfield replied affirmatively.

Mr. Timmons asked what their position is with respect to the properties around the subject properties. Mr. Summerfield replied that they have mostly focused on the subject property. He said the lands around it make it harder to use as a resource land.

Commissioner Schwartz asked if there is any logging nearby. Mr. Wilson replied that a few miles to the southwest has had some logging.

Chair Kramer opened the floor to opposition remarks.

Sheila Dooley submitted and reviewed written comments (attached). She noted that the zone change was denied in the Thomas process; why even consider it now? She pointed out that although it is surrounded on three sides by rural residential land, there is development on only two sides. She added that the buildings are unusable and the wells could be used for fire suppression. She commented that just because it is not being used as forest, doesn't mean that it couldn't be used for that. She stated that most fires are caused by people – placing more humans there increases the danger.

Jill Barker stated that the aquifers are declining at the rate of two feet per year and there is wide spread concern about new residences. She said the north side has an excessive number of lots. Ms. Barker went on to say that the Oregon Department of Forestry has identified Seven Mile as high fire risk – residences are fire hazards. She observed that the soil type is Class 4 which can support commercial

forestry.

Ms. Barker referenced the denial language in the staff report provided to the Planning Commission which said it can be planted and support commercial timber; it is not impracticable. She said that just because he does not want to use it for forest, does not mean that it cannot be used for that. She reported that where there has been no mowing, it is now tree covered despite it previously being hay.

Ms. Barker continued by saying that the applicant asserts that just because adjoining properties are zoned rural residential, this should be the same. She said that practice should be halted. There is risk to the water supply. She said this is also a winter range for wildlife; the rezone would negatively impact that. Referencing several more of the Planning Commission's staff report's possible finding denials, she said that there are several criteria not met that should result in a denial. She stated she believes the Board should have had the same denial/approval information the Planning Commission had.

Vice-Chair Hege pointed out that the Planning Commission materials were available to the Board and he did review them.

Ms. Brewer said that staff is clearly presenting the Planning Commission's recommendation to the Board. The Planning Commission's recommendation was to remove all of the denials from the recommendation.

Mr. Summerfield stated that this site-specific request has not been before the Board before today. He pointed out that the DLCD and Oregon Department of Fish and Wildlife both commented on the Thomas application but did not comment on Mr. Wilson's application. He reiterated that in recent memory there has been no logging on this property. The well report shows output of 50-60 gallons per minute. He added that the reason the Board did not see the denial findings is because they were excluded by the Planning Commission. He stated that this decision is not precedent-setting because you cannot use one exception to support another.

Commissioner Schwartz asked if this piece of property is not resource land. Mr. Summerfield replied that it is currently zoned forest but was used for haying. He said it is impracticable for forest land.

Commissioner Schwartz asked for an explanation of the reference to a mistake in the Comprehensive Plan. Mr. W. Smith replied that the ordinance requires consideration of a mistake in the Comprehensive Plan. The debate was about the

Transition Land Study Area (TLSA) and a possible mistake when rezoning in the 1990's; the applicant argued that it was a mistake to not rezone this piece at that time.

Mr. Summerfield added that TLSA suggested a variety of zoning and they really just punted it by not making a decision at all. Our argument is that it is just a mistake. Mr. W. Smith commented that it is not necessarily a mistake but needs to be updated.

Commissioner Schwartz asked if there are pieces in the surrounding area zoned for development but currently undeveloped. Mr. W. Smith confirmed that there are, saying that there are dwellings on two sides with the third side zoned for development.

Vice-Chair Hege asked Mr. W. Smith to talk about FF10 and what the next steps would be. Mr. W. Smith replied that Mr. Wilson would have to apply for a division or subdivision. He said that new dwellings are conditional use permitting requiring Planning to review for special conditions.

Commissioner Schwartz asked for an example of those conditions. Mr. W. Smith stated that there is an entire chapter available for special conditions.

At 11:50 a.m. Chair Kramer recessed the hearing to open Mid-Columbia Center for Living's Community Development Block Grant's final hearing for the mental health clinic construction project.

<b>Agenda Item – Community Development Block Grant Final Hearing</b>
--

Mid-Columbia Center for Living Executive Director Barbara Seatter shared a picture of the completed building located on 10<sup>th</sup> and Webber in The Dalles, Oregon. She explained that Wasco County has supported the project by applying for the \$2 million grant and loaning MCCFL the funds necessary to complete the project. She reviewed the memo included in the Board Packet and expressed gratitude to the County for their support.

Vice-Chair Hege announced that Ms. Seatter will be moving on and thanked her for her nine years of service here. He also thanked County staff for their work on this project. Ms. White recognized the significant contributions of Wasco County's Finance Department and MCEDD.

Chair Kramer opened the floor to questions or comments from the public; there being none, he closed the hearing at 11:57 a.m. and re-opened the rezoning

hearing.

**Agenda Item – Wilson Rezoning Hearing Continued**

Mr. Wilson explained that water on Seven Mile is not exclusively dependent on an aquifer. He said that water runs through the basalt and he is not hitting an underground river to access water. He added that as far as fire risks, each property owner should be managing their property to mitigate that risk. Mr. W. Smith added that with new developments we have fire safety standards that are applied.

Commissioner Schwartz commented that when we talk about physically developed, it is relatively subjective . . . there is no criteria for that reflected in the percentages. She said that if the building is dilapidated, we could consider that as not a structure. Ms. Brewer stated that she is sure it has been challenged at LUBA, but at this point it is under the Board's discretion.

Chair Kramer asked if there was any further testimony. There being none, he closed the testimony portion of the hearing and opened deliberations.

Vice-Chair Hege commented that the two biggest issues he heard were fire risk and water supply which is always an issue. Regarding the fire risk, he said his thoughts are that a residence can be the source of fire but if property owners manage their property, they can do a lot to reduce the spread of fire. He said there actually could be a benefit to adding residences.

Vice-Chair Hege went on to say that he finds the water issue less concerning since there are already two wells. He said he spoke to Water Master Robert Wood regarding the possibility of three new residences on the property. He reported that Mr. Wood advised that three new residences would not affect the current situation. Vice-Chair Hege stated that he has lived there for 20 years and knew the former owner. He said the soils may be reasonably good, the problem is precipitation. He stated you don't see a lot of forest operations in that area – it is not viable.

Commissioner Schwartz noted that there is no guarantee that new wells won't be drilled. She said with two wells and a spring, you could probably grow a forest if you wanted to. She said she has not heard any compelling reason to take it out of resource and place it in residential.

Vice-Chair Hege asked if when going through the conditional use process could well-sharing be required. Mr. W. Smith replied that they do have the ability to

impose a condition on this decision to include easements for water. He said in a partition application, wells are on one property.

Vice-Chair Hege pointed out that wells are not water rights; you cannot irrigate trees with well water. Irrigated forest land is not a viable option.

Commissioner Schwartz said she feels any time we are taking land out of resource, we need to have a compelling reason to do so. She said this sets precedence. She stated we can talk about it in the context of today, but we cannot know what its value will be for future users.

Vice-Chair Hege stated he thinks this is more of an exception than anything else. He said he thinks the Planning Commission did a good job of vetting this.

Commissioner Schwartz commented that staff and commission membership change.

Chair Kramer stated he thinks this piece was overlooked in the 1990's and will help address our housing shortage.

**{{Vice-Chair Hege moved to approve Mr. Wilson's request for a Comprehensive Plan Amendment, an Exception to Statewide Planning Goal #4 – Forest Lands, and a Zone Change from Forest, F-2 (80), to Forest-Farm, F-F (10) as presented by staff and recommended by the Wasco County Planning Commission. Chair Kramer seconded the motion. Chair Kramer and Vice-Chair Hege voted "Yay," Commissioner Schwartz voted "Nay." Motion passed.}}}**

The hearing was closed at 12:18 p.m.

#### Agenda Item – Executive Session

At 12:18 p.m. Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(h) – conferring with legal counsel regarding litigation. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room.

Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

The regular session resumed at 12:45 p.m.

**Agenda Item – FEMA Grant**

Mr. W. Smith announced that the Wasco County Natural Hazards Mitigation Plan has been officially approved by FEMA. He said staff is ready to move on to the Community Wildfire Protection Plan. The grant application before the Board will fund that work and the money is available. He stated Planning is asking the Board's approval to move forward with the application which is due by July 9, 2019. He explained that the grant match requirement will be met with staff time. Additionally, they will be soliciting letters of support. He stated that staff will be working with the Oregon Department of Forestry on the update process which they were going to do anyway. It is great to be able to get funding to support the work.

Ms. White suggested the Board consider consensus on a letter of support now to allow the process to move forward without a second presentation to make that request at a future Board Session.

**{{Vice Chair Hege moved to approve Resolution 19-004 in the matter of submitting a grant application to the Federal Emergency Management Agency for the Community Wildfire Protection Plan Update Project. Commissioner Schwartz seconded the motion which passed unanimously.}}**

**\*\*\*The Board was in consensus to provide a letter of support for the Community Wildfire Protection Plan update process.\*\*\***

**Agenda Item – Forest Classification Agreement**

Chair Kramer reported that each Commissioner individually met with Unit Forester Kristin Dodd to learn more about this process which had been presented to them at a previous session.

Ms. Dodd said she is here to follow-up for support of convening jointly with Hood River County. She reported that Hood River has already approved the Intergovernmental Agreement. She said she would also like to move forward with Wasco County's appointment of an at-large member for the committee. She said if a Commissioner is interested in serving, they can determine that now. If not, she will look for a list of names to bring back to the Board for consideration.

Vice-Chair Hege asked if Mr. Stone is comfortable with the agreement. Mr. Stone replied affirmatively.



**{{{Vice-Chair Hege moved to approve the Cooperative Agreement between Wasco County Board of Commissioners, Hood River County Board of Commissioners and Oregon Department of Forestry, State Forester to reconvene the joint Wasco/Hood River Forestland Classification Committee. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

Chair Kramer said the initial concern was the geographical differences between the counties; but we are looking at ground, not lines. He said he would be willing to serve on the Committee.

**\*\*\*The Board was in consensus for Chair Kramer to serve as a Wasco County representative on the Wasco/Hood River Forestland Classification Committee.\*\*\***

<b>Agenda Item – MCEDD Transportation Agreements</b>
--

Mid-Columbia Economic Development District Deputy Director Jessica Metta reminded the Board that they had approved applications for the grants associated with these two agreements. The agreements will provide the pass-through funding for the Special Transportation Fund (STF) and Statewide Transportation Fund (STIF) programs. She noted that the STIF program is new; the current 5310 grant agreement for the STF program expires June 30, 2019.

**{{{Vice Chair Hege moved to approve the Wasco County Statewide Transportation Improvement Fund Services Contract with Mid-Columbia Economic Development District for the implementation of the Wasco County Statewide Transportation Improvement Fund Plan as adopted by Wasco County. Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Vice-Chair Hege moved to approve the Wasco County Transportation Agreement Mid-Columbia Economic Development District for the provision of public transportation to seniors, individual with disabilities and the general public in Wasco County, specifically in The Dalles area. Commissioner Schwartz seconded the motion which passed unanimously.}}}**

Mr. Stone announced that the Link has just started its deviated fixed route which is a good thing for the community.

At 1:00 p.m. the Board and staff moved to the Deschutes Conference room where Chair Kramer opened a Work Session.

**Agenda Item – Work Session**

PINE HOLLOW FIREWORKS

Chair Kramer stated that Royd Brothersom had been invited to this session to discuss his concerns. He said it is unfortunate that Mr. Brothersom is not present but he would still like to move forward with the discussion.

Sheriff Lane Magill said that while it is in criminal statute, the intent of the fireworks laws is safety. District Attorney Eric Nisley added that the statute was heavily lobbied by the insurance industry.

Sheriff Magill said it is easy to have five or six thousand people in Pine Hollow over the 4<sup>th</sup> of July. He said he does not have the resources to enforce the statute county-wide and so he approaches it from an educational standpoint. He reported that he has seen at least one-thousand people by the boat ramp where it is paved and has never seen anyone there out of control. He said it is by the fire station and safe. He reported that the local fire department also runs patrols throughout the holiday celebrations.

Sheriff Magill went on to say that deputies do tell people it is illegal and we want them to be smart about it. He stated that if they were to see anyone in a big field, they would definitely go after that. One of the major challenges is that you can see the fireworks from a distance but by the time you get to the scene, either everyone is gone or there are too many people to know who is responsible – you cannot ticket them all. If someone is being reckless, a deputy will take action but likely not arrest based solely on the fireworks . . . . it is a waste of resources. He added that State patrols are not able to help.

Sheriff Magill said last year they placed flyers on doors and will do that again. The flyers explain that it is illegal and action will be taken. It is a systemic problem throughout the State. Klamath Falls has a big problem with it. In the last three years there have been 43 calls throughout the County related to fireworks.

**Agenda Item – QLife Budget**

Finance Director Mike Middleton reviewed the budget included in the Board Packet. Chair Kramer expressed his disappointment that there is not administrative support funding in the Maupin project.

**{{Vice-Chair Hege moved to approve the Fiscal Year 2020 QLife Budget as presented. Chair Kramer seconded the motion which passed unanimously.}}**

CODE COMPLIANCE

Ms. Brewer explained that she and Codes Compliance Officer Chris McNeel are here looking for policy direction for the Code Compliance Program. Traditionally, the program has been complaint-driven with one full-time employee handling 50-75 cases a year. Two-thirds of the cases are nuisance; the other one-third are land use violations requiring assistance from Planning.

Ms. Brewer went on to say that they started an abatement program to help people become compliant. Although the grant for that program has been expended, a partnership with Hazardous Waste has helped with getting steps and a lift gate for the abatement truck. We are able to get some labor through the Youth Services work-crew program.

Ms. Brewer explained there are several tools available to provide a mechanism for moving nuisance cases forward. The question is how much does the Board want staff to proactively use the available tools?

- Building Codes will be on board soon, providing another set of eyes in the field. They could report an additional 50-100 cases a year which would significantly increase the workload.
- Google Maps and Google Earth; online mapping tools are always getting better. Our surveyor has a drone and is going through the certification process.
- The Assessor wants to pursue pictography to accurately assess properties.
- Fire Boards report that they see a lot of illegal structures – they could be made safe and placed on the tax roll.
- Mr. McNeel has law enforcement credentials and experience to issue citations. The Gorge Commission is looking at code compliance throughout the Scenic Area.

Ms. Brewer said that neither the Code Compliance Officer nor the Planning staff has actively gone out to verify compliance through follow-up inspections; we just do not have the capacity. We could do that but it would slow the permitting process timeline. She said she is not suggesting that we do anything differently, just looking for guidance.

Mr. Stone commented that this is a really sharp edge and you can fall into the deep end very quickly. You can find yourself in neighbor against neighbor situations and be used as a mechanism to drive litigation. He advised caution and

thoughtfulness in the approach to the question.

County Assessor Jill Amery stated that there are reasons to support either side of the decision. She said we want access to as much information as possible. If appraisers are placed in a position of reporting, they will get less access to properties. She added that pictometry would make this a very different conversation, but they still could not get to the treed areas with that technology. She said they are finding unreported structures as well as the fact that some structures on the roll no longer exist. She stated that her appraisers want to build those relationships with the public.

Ms. Brewer pointed out that it can be very political and we are already more proactive than some counties that require more than one complaint before acting and do not accept anonymous complaints.

Vice-Chair Hege said these tools would increase cases beyond our capacity to respond. He suggested some criteria could be applied. Ms. Brewer stated that land use violations require a retroactive application that would go in line with all other applications. She said that in regard to the nuisance cases. They have discussed sending out flyers notifying residents of when Code Compliance would be in their area to give them a chance to mitigate their property.

Mr. McNeel said some of the cases are very old and take a good bit of research. He has to take the new cases first and work on the old ones as he can.

Building Official John Rodriguez said he has worked in more established counties that were more proactive. Regarding the buildings, safety was the driving factor. Ms. Brewer pointed out that when purchasing property, people look to see that it has been taxed but not whether it is legal or not. Ms. Amery concurred, saying the appraisers tax whatever they find, legal or not. Ms. Brewer added that Building Codes has Code Compliance separate from Planning; citizens could potentially be fined through both programs.

Further discussion ensued regarding the usefulness of the various tools and the consequences of their use. Commissioner Schwartz said she is not comfortable with the idea of drones flying over to find violations. Mr. McNeel stated there are regulations regarding how and why you can fly over private property.

Mr. Stone suggested spinning up a cross-functional team to assess the topic and return with recommendations. Chair Kramer said we need to consider equity; he is in favor of citations and requiring compliance.

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 5, 2019  
PAGE 23

Commissioner Schwartz agreed that we should enforce the regulations but we need to decide if we are going to look for violations and if so, how.

Further discussion occurred regarding the differences between looking for violations and just coming across them as well as the response to the discovery. Ms. Amery restated the difference pictography would make to this discussion. Mr. Stone agreed that pictography is an important tool for assessment.

SPECIAL FUNDS

Chair Kramer stated that there is still \$174,000 in the Economic Development Fund. He said the Board has previously discussed supporting the Maupin projects and the Pine Hollow boat ramp project. He said he'd like to make the decision in this fiscal year with a caveat that we wait on the Maupin Clinic until the vote is in. He said he believes all three are viable projects and will be great for the southern portion of the county.

Vice-Chair Hege reported that he met with the South Wasco Park and Recreation District Board last night; they are moving forward with the boat ramp. He noted that the clinic is still raising money; he would prefer to commit the funds but not write the check until they actually break ground to build the clinic. HE added that while he supports these contributions, going forward he wants a process in place for these requests. Chair Kramer said he thinks MCEDD will provide that process.

**\*\*\*The Board was in consensus to provide \$125,000 in funding to three south county projects: \$50,000 to the City of Maupin for their Library/City Hall project, \$25,000 to South Wasco Park and Recreation District for the Pine Hollow boat ramp project and \$50,000 for the White River Health District for their clinic construction project; the White River Health District funding will be committed, but no check issued until the project begins construction.\*\*\***

Vice-Chair Hege left the meeting to attend a meeting in Hood River.

BUILDING CODES

Commissioner Schwartz asked how we are responding to Gilliam and Sherman County's letters regarding the Building Codes reserve funds. Mr. Stone said that Vice-Chair Hege asked to take over those negotiations. Staff's recommendation is that we do not provide Building Codes services for the other counties – it is a cost loser for us and not sustainable.

Mr. Stone continued by saying that we tried to address the reserves over eighteen

months ago. Independently, Wasco and Gilliam County asked the State to make that determination. The State did that but Gilliam County did not like the answer. He stated that he supports the State allocation model in principal. He pointed out that Wasco County is spinning up a multi-million dollar program in just six days – those dollars are critical to that program. He commented that it is unfair that they threw this at us at the 12<sup>th</sup> hour. He said he does not know how to work this out and has asked County Counsel to look into it. We have not responded to the letter(s).

Mr. Stone said that Vice-Chair Hege has talked with the other counties regarding their plans for providing building codes services. They are considering their options. Mr. Stone said his opinion is they are better off going with the State which would mean there would be no reason for the reserves to be divided. Any of those funds that go to the state would not be applied to a specific county but would be spread across the State for any programs they manage.

Chair Kramer explained that in 2013, MCCOG staff asked their Board for a 40% increase in fees. MCCOG had depleted the reserves, largely built with wind turbine fees, by subsidizing the remote building permits. They were in jeopardy of closing their doors; Google permit fees came in and built back the reserves. The increase was reduced to 20%. Unfortunately, the new county commissioners are not familiar with that history. Mr. Stone added that he has the minutes from the increase request meeting where staff reported the reserves would be down to \$300,000 and they would be forced to close.

Mr. Stone stated that at the request of the other counties, Wasco County put together a proposal for services comparable to the services provided by MCCOG. That proposal was rejected.

Commissioner Schwartz asked how we can communicate that. Chair Kramer said he wants to work with our partner counties but he needs to look out for Wasco County. The other counties need to make a request. Mr. Stone concurred saying that if they do not like the State proposed distribution, they need to tell us what they think it should be.

Further discussion ensued regarding Wasco County's preparations for taking over the Building Codes program.

Additional discussion around unprotected lands and a proposed central Wasco fire district were postponed to a future session.

The session was adjourned at 3:00 p.m.

Summary of Actions
--------------------

**MOTIONS**

- **To approve the Personal Services Contract for janitorial services at 419 E. 7<sup>th</sup> Street, The Dalles, Oregon, between Wasco County and Helping Hands Janitorial. Commissioner Schwartz seconded the motion which passed unanimously.**
- **To approve the purchase of four Jeep Compass Sport 4x4's for \$94,560 from C.H. Urness Motors.**
- **To approve the Intergovernmental Agreement between City of The Dalles, Wasco County and the Wasco County District Attorney's Office for the provision of criminal prosecution services.**
- **To approve Order 19-078 in the matter of the vacation of certain roads and sections of roads in Tygh Valley, Oregon.**
- **To approve Mr. Wilson's request for a Comprehensive Plan Amendment, an Exception to Statewide Planning Goal #4 – Forest Lands, and a Zone Change from Forest, F-2 (80), to Forest-Farm, F-F (10) as presented by staff and recommended by the Wasco County Planning Commission. (2-1 vote)**
- **To approve Resolution 19-004 in the matter of submitting a grant application to the Federal Emergency Management Agency for the Community Wildfire Protection Plan Update Project.**
- **To approve the Cooperative Agreement between Wasco County Board of Commissioners, Hood River County Board of Commissioners and Oregon Department of Forestry, State Forester to reconvene the joint Wasco/Hood River Forestland Classification Committee.**
- **To approve the Wasco County Statewide Transportation Improvement Fund Services Contract with Mid-Columbia Economic Development District for the implementation of the Wasco County Statewide Transportation Improvement Fund Plan as adopted by Wasco County**
- **To approve the Wasco County Transportation Agreement Mid-Columbia Economic Development District for the provision of public transportation to seniors, individual with disabilities and the general public in Wasco County, specifically in The Dalles area.**
- **To approve the Fiscal Year 2020 QLife Budget as presented.**
- **to approve the Consent Agenda – 4.11.2019, 4.17.2019 and 5.11.2019 minutes.**

**CONSENSUS**

- **To approve the selection of 6 Rivers to be awarded the Community Dispute Resolution Grant.**
- **To designate Vice-Chair Hege as the County's voting delegate at the 2019 NACo Conference and designate Mr. Stone as the alternate.**
- **To provide a letter of support for the Community Wildfire Protection Plan update process.**
- **For Chair Kramer to serve as a Wasco County representative on the Wasco/Hood River Forestland Classification Committee**
- **To provide \$125,000 in funding to three south county projects: \$50,000 to the City of Maupin for their Library/City Hall project, \$25,000 to South Wasco Park and Recreation District for the Pine Hollow boat ramp project and \$50,000 for the White River Health District for their clinic construction project; the White River Health District funding will be committed, but no check issued until the project begins construction.**

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  
JUNE 12, 2019**

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

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

At 1:00 p.m. Chair Kramer opened the Regular Session. Additions to the Agenda:

- Forest Service Weed Control Amendment
- PacifiCorp Response Planning
- Additional Budget Adjustment
- Special Session Date

Finance Director Mike Middleton reviewed a memo (attached) explaining that due to a misprint in the paper, the budgets would be presented today but would have to be considered for adoption at a future, properly noticed session. County Counsel Brad Timmons advised that the Board receive the information while all are here but not make a motion. Mr. Stone pointed out that today's presentations will be part of the record accessible to the public.

**Agenda Item – District Budget Presentations**

At 1:07 p.m., Chair Kramer recessed from the regular session to open meetings for the 4H & Extension Service District and the Library Service District.

The Regular Session resumed at 1:17 p.m.

**Agenda Item – Wasco County Budget Presentation**

Mr. Middleton apologized for any confusion. He explained that there is \$80,000 that we will get from City of The Dalles for Municipal Court cases that is not recognized in the budget. It has not yet been determined how those funds will be applied so there will be an adjustment made following budget adoption.

In addition, Mr. Middleton reported a keying error in the Hazardous Waste Fund.

There will be a budget resolution presented to correct that error.

Vice-Chair Hege asked if the Building Codes balance of \$4.6 million in the general fund includes the reserve funds. Mr. Middleton responded affirmatively. Vice-Chair Hege noted that distribution of the reserve funds is still unresolved. Mr. Middleton stated that he arrived at the balance using the State's figures plus interest. Mr. Stone said the State expected they would get an \$800,000 permit fee in Wasco County in Fiscal Year 2019; we have asked them to not send it to us until July 1<sup>st</sup>. Vice-Chair Hege asked if that would be added to the amount being presented today. Mr. Middleton answered that it would.

Mr. Stone stated that we will also reimburse ourselves from that fund for expenses incurred related to the Building Codes program. He said we are hoping the \$800,000 will buy some time to resolve the issues around distribution of the reserve funds.

**\*\*\*The Board was in consensus to move the Wasco County Budget forward as presented for adoption at a Special Session to be set prior to July 1, 2019.\*\*\***

#### Discussion List – Weed Control Agreement Modification

Public Works Director Arthur Smith explained that this is a proposed modification to an existing stewardship agreement for weed control in the Mt. Hood National Forest. The modification extends the term for one year and increases the compensation by nearly \$50,000. He stated that we are able to meet the terms of the modification as the Weed Master is not scheduled to retire until the fall of 2021. He added that he anticipated this modification as the Forest Service had stated they were seeking funding to extend the agreement.

**{{Vice Chair Hege moved to approve Modification 2 for the US forest Service Agreement 17-SA-11060600-017 for weed control in the Mt. Hood National Forest. Commissioner Schwartz seconded the motion which passed unanimously.}}**

#### Discussion List – Tanawashee Subdivision Plat

Ben Beseda from Tenneson Engineering explained that this is phase two of five and will add ten new lots to a subdivision in Mosier, Oregon. He said he expects to be back in the fall with phase three for additional lots; the developer is working diligently to complete the project.

Commissioner Schwartz asked if there are homes built. Mr. Beseda stated that there are some homes on the phase one lots; all those lots have been sold.

**\*\*\*The Board was in consensus to sign the plat for phase two of the**

**Tanawashee Subdivision.\*\*\***

**Agenda Item – Auction Update**

County Assessor Jill Amery reviewed the memo included in the Board Packet. She explained the reasons some of the properties did not sell: the Murray's Addition property is difficult to access and the Antelope property is remote with only a single-wide trailer. She said there is some interest in the VFW property from the neighboring landowners. Ms. Amery went on to say we are slated to take another handful of properties in September unless the owners come in to pay prior to that time.

**{{Vice-Chair Hege moved to approve the following Quitclaim Deeds resulting from the June 3, 2019 County Owned Lands Auction:**

- **Property deeded to Adriana Munoz and Luis Reyes Rosas for the consideration of \$24,400**
- **Property deeded to R Douglas Powell for the consideration of \$15,165**
- **Properties deeded to James R & Phyllis A Olson for the consideration of \$147,000**

**Commissioner Schwartz seconded the motion which passed unanimously.}}**

**Discussion Item – White River Health District Letter of Support**

Sharon DeHart stated they are completing a feasibility study to support grant applications for the proposed new health clinic in Maupin, Oregon. The study should be ready in two weeks. She noted that part of the process is letters of support. This letter is for a grant application to the Ford Family Foundation.

**\*\*\*The Board was in consensus to provide a letter of support for the White River Health District's Ford Family Foundation grant application.\*\*\***

Ms. DeHart went on to say that they have two dentists starting and one doctor currently in negotiations. If the doctor comes on board, they will be able to see patients five days a week. She said they are ready to break ground. The goal is to complete the study and get the financing in place.

Chair Kramer asked who the contractor will be. Ms. DeHart responded that they have selected R&H as they had options for subcontractors no one else had.

Commissioner Schwartz asked if the construction will be for an addition. Ms. DeHart replied that they currently have a modular unit that does not lend itself to an addition. They have decided site-built construction is the best choice.

**Agenda Item – Budget Adjustments**

Mr. Middleton reviewed the memo (attached). He explained an error in the paragraph preceding the table in Budget Resolution 19-010 – the dollar amount should match what is in the table – all should be \$500,000. He said he will make the correction to the document. He stated that much of this will not be spent in this budget year, but he does not want to cut it too close.

**{{Vice Chair Hege moved to approve Resolution 19-009 in the matter of increasing appropriations and additional revenue within a fund for pass-through Statewide Transportation Funds in the corrected amount of \$500,000. Commissioner Schwartz seconded the motion which passed unanimously.}}**

Mr. Middleton reviewed the memo included in the Board Packet. Commissioner Schwartz pointed out a mismatch in the dollar figures. Mr. Middleton stated that they should all be \$209,267.

**{{Commissioner Schwartz moved to approve Resolution 19-010 in the matter of increasing appropriations and additional revenue within a fund in the amount of \$209,267 for the Center for Living Construction Project. Vice-Chair Hege seconded the motion which passed unanimously.}}**

Vice-Chair Hege asked if this is for this fiscal year. Mr. Middleton replied affirmatively, saying the money is already here, we just need the budgetary authority to move it over to MCEDD. MCEDD Executive Director Amanda Hoey noted that this is actually an increase in funding from what had been expected.

**Agenda Item – MCEDD IGA**

Mid-Columbia Economic Development District Executive Director Amanda Hoey explained that this is the annual Intergovernmental Agreement to support the Wasco County Economic Development Commission. She said this agreement carries forward a lot of the same activities and wraps in some additional services. She stated that one of the advantages is Carrie Pippinich and her expertise in broadband. It also supports the enterprise Zone and Opportunity Zone. She reported that they will also be able to keep their RARE worker for another year; she has done a good bit of work for small cities and the Fair Board.

Commissioner Schwartz asked if the Fair Board work is complete. Ms. Hoey replied that the Fair Board's Strategic Plan is complete and will be presented to the Board of Commissioners at an upcoming session. There is work still to be done to implement that Plan. Chair Kramer reported that he has seen the Plan presentation – it is nicely done and; provides a good road map for moving forward.

Mr. Stone said that for budgeting purposes, he wants to make it clear that the base funding for MCEDD is \$50,000. The additional \$25,000 is special project funding.

**{{{Commissioner Schwartz moved to approve the 2019-2020 Intergovernmental Agreement between Wasco County and Mid-Columbia Development District. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Annual Insurance Report</b>
--

Stratton Insurance Agent Breanna Wimber reviewed the report included in the Board Packet. A question was raised as to the accuracy of the vehicle list; Ms. Wimber will follow-up for confirmation of both the number of vehicles and the department to which each is assigned.

Ms. Wimber reported that the deductible plan is working well and she recommends continuing with that – over the last 10 years the County has saved \$165,000. She said this year the MCCFL building was added to the insurance inventory.

Commissioner Schwartz asked why the County is insuring that building. Mr. Stone explained that the County owns the building for the first five years. Ms. Wimber stated that the County will be invoiced for that along with all other insurance expenses; however, MCCFL will be invoiced separately to reimburse the County for their portion of the insurance premium. That is currently done with the Columbia Basin Care Facility.

Ms. Wimber went on to say that the County's SAIF modification factor is .89, up from .75 last year. She stated that the average is 1.0, so the County is still in a good position. She explained that a couple of mid-sized claims drove it up this year.

Mr. Timmons asked if any of those were BOLI Claims. Ms. Wimber replied that BOLI is covered under CIS rather than SAIF. She explained that BOLI claims are very complex and why CIS offers pre-loss legal services to help avert those claims. Mr. Timmons asked if there are claims not covered. Ms. Wimber responded that it is determined on a case by case basis.

Vice-Chair Hege asked about the reported vehicle value list. Ms. Wimber replied that it is virtually useless as the County self-insures for damages to their own vehicles.

Mr. Timmons asked if properties taken in foreclosure are insured. Ms. Wimber replied that if the County holds the deed, the property is insured for liability. If the County feels there is a higher value on a particular property, they should talk about casualty insurance for that specific property.

Ms. Wimber noted that last year's SAIF dividend was 6.55% or \$25,686. Although a dividend is not guaranteed, she anticipates that will be a dividend this year.

**{{Vice-Chair Hege moved to accept the 2019/2020 CIS and SAIF insurance packages as proposed. Commissioner Schwartz seconded the motion which passed unanimously.}}**

Discussion Item – PacifiCorp Response Planning
--

Sheriff Lane Magill stated that about two weeks ago, he along with others received a notice of a meeting with Pacific Power regarding wildfire mitigation – only seven or eight people attended. He explained that consequent to the first meeting, he received thirty pages from Hood River Emergency, fire chiefs and others about Pacific Power's intentions. At a meeting held yesterday, there were approximately forty in attendance. He stated that in his opinion this is a knee-jerk reaction by Pacific Power, driven by attorneys, stemming from northern California fires that were caused by downed power lines. He reported that Pacific Power has a set of parameters for the blackouts which they showed the attendees, but would not provide copies. He added that the Oregon Public Utilities Commission (PUC) will be holding a meeting allowing only oral testimony. He said he is not confident that the PUC has any authority to stop them.

Mr. Stone asked if this is just a reaction to the potential for high wind or are there load issues. Sheriff Magill replied that no load issues were mentioned at yesterday's meeting – just wind and IFPO ratings. He commented that their information seems to be inaccurate at best.

Commissioner Schwartz asked why the utility was found guilty in the Paradise Fire. Vice-Chair Hege responded that the infrastructure fell and started fires.

Sheriff Magill continued by saying that Pacific Power has said that there is only a very small chance that they will have to shut off power, based on data from the past eight years. Sheriff Magill stated that he does not believe they have sufficient data to be accurate. He said that they did not invite County governments to the meeting. Some of the questions asked for which they had no answers:

- How will you deal with vulnerable populations? They say they know who the vulnerable populations are in the area but did not know if their list matches the Health Department's.
- How will vulnerable populations be evacuated? I explained to them that we run on ready, set, go – if power is cut, how will we communicate the level of evacuation? Wasco County may have only one deputy available if we do not

have ample notification for a blackout.

- How will Pacific Power interface with an emergency management team?

Sheriff Magill went on to outline some of the systems that would be impacted including repeater sites and water pumps. He stated that there has been no practice for this scenario – it has happened too quickly. While they have identified critical infrastructure, they cannot shut off power to houses and leave power to fire stations, etc.

Sheriff Magill said he does not know where to go from here. He would like to draft a document in conjunction with Hood River, although he is not sure where to send it – perhaps a state representative. He said he is not opposed to looking at how to mitigate the risk of wildfires caused by power lines, but this is not well thought out and we are getting run over by the train. He said they should plan for next year – test the plan and communicate it.

Mr. Stone asked if we can deal with it through any franchise agreements and suggested we send them a copy of our indemnification agreement.

Commissioner Schwartz asked who appoints members to the PUC. Sheriff Magill responded that they are appointed by the legislature. She observed that seems where we should probably start.

Mr. Timmons asked if other utilities are doing this. Sheriff Magill responded that he has no knowledge of any other utilities doing this. He commented that this does not even address the economic impact to crops.

(At 2:28 p.m. Vice-Chair Hege left the meeting.)

Mr. Stone asked if Northern Wasco People's Utility District is saying anything about this. Sheriff Magill replied that he does not know if they are even aware of it. He said he thinks we need to have government representation at the table. He added that he has brought our Emergency Manager into the discussion.

Mr. Stone said that he hopes someone at Pacific Power will realize the liability of their action. Sheriff Magill said he will put together the information to the best of his ability. He stated that the PUC meeting is on June 18<sup>th</sup>.

Chair Kramer asked Mr. Stone to call Hood River's Administrator to see how they are approaching this.

<b>Discussion Item – Special Session Scheduling</b>
---

Chair Kramer asked that Ms. White work with Vice-Chair Hege and Commissioner

Schwartz to set a date for the Special Session.

**Discussion Item – Building Codes Back-up**

Mr. Stone explained that this is back-up to provide services where we may need to be shored up, especially for commercial plan review as we do not have someone to do that yet and the state has not been accepting any for the last month. On July 1<sup>st</sup> we will start out with a significant backlog. He said he has reached out to three potential vendors that were identified in staff's 2015 Building Codes Report. Of the three, one is out of business, one did not return his calls and the third, Clair Company, responded with a proposal. He noted that Clair also backs up Hood River so they are already in this region. Given the time frame and the coming back log, he recommended that we move forward with Clair. He pointed out that the agreement will be for an hourly rate so we can use them as much or as little as we want to. We take over the program on July 1<sup>st</sup>.

Mr. Stone went on to say that we are also working with Jefferson County, Hood River County and the State for mutual assistance for Building Codes. Hood River has already agreed; that agreement is included in the packet. Mr. Timmons added that we have not heard back from Jefferson County's attorney. Mr. Stone reported that their Administrator is receptive to the idea. He said we do not want to have to use them, but in an emergency, we should be ready to help one another.

**{{{Commissioner Schwartz moved to approve the Intergovernmental Agreement between Wasco County and Hood River County for the provision of back-up Building Codes services. Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Schwartz moved to authorize the Administrative Officer to enter into an agreement with the Clair Company for Building Codes services as outlined in their proposal, pending legal review. Chair Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – MCCFL Lease Addendum**

Ms. White explained that Mid-Columbia Center for Living will not be ready until August to move out of Annex C into their newly constructed facility. Their lease expires on June 30<sup>th</sup>; this addendum extends that lease to the end of August.

**{{{Chair Kramer moved to approve the addendum to the July 1, 2015 Lease Agreement with Mid-Columbia Center for Living to extend the term of the lease to August 31, 2019. Commissioner Schwartz seconded the motion which passed unanimously.}}}**



**Discussion Item – Tax Foreclosure Publication Designation**

Ms. White explained that statute requires that foreclosure notices be published in a duly designated newspaper of general circulation. This is an annual order for that purpose.

**{{Chair Kramer moved to approve Order 19-081 designating a newspaper for the publication of the annual foreclosure list. Commissioner Schwartz seconded the motion which passed unanimously.}}**

**Discussion Item – Annual Burn Ban**

Ms. White explained that Wasco County's burn ban coincides with the MCF&R burn ban which begins annually on July 1st. MCF&R coordinates with other fire agencies in Wasco County as well as those in Hood River County to determine if the date should be set earlier based on prevailing conditions. If that decision is made, ODF forwards a notification to the County and media. The ban remains in effect until fire authorities deem it safe to lift the ban.

**{{Commissioner Schwartz moved to approve Order 19-082 declaring a ban on residential burning in Wasco County, Oregon. Chair Kramer seconded the motion which passed unanimously.}}**

Chair Kramer reported that he met yesterday with Sheriff Magill, District Attorney Eric Nisley and concerned citizens from Pine Hollow regarding the use of illegal fireworks during the 4<sup>th</sup> of July holiday celebrations. He said that the meeting went well and they have struck up an informal partnership to work on the issue.

**Discussion Item – Finance Report**

Mr. Middleton reviewed the report included in the Board Packet.

Commissioner Schwartz commented that under the Sheriff's section it states that revenue is down due to grant paperwork not being filed. Mr. Middleton explained that it is because we have not had anyone in that position until just recently.

**Commission Call**

Ms. Amery stated that she was notified on Thursday that as of July 1<sup>st</sup>, Lane County will no longer be doing our mapping or remapping. She said the group is getting together on Monday to discuss that; we don't yet know our options. Mr. Stone said that he had a call from Harney County Judge Pete Runulls regarding mapping services; he will be returning that call today or tomorrow. Ms. Amery stated that Harney County is potentially offering to step in. She said she has asked if we can do that on a month to month basis until we have more information regarding our options.

Commissioner Schwartz reported that she attended a Gorge Commission meeting yesterday; it was very interesting. She said she also attended The Dalles Housing Coalition meeting which is working on housing solutions with a subgroup focused on homelessness. She said she will continue to attend those meeting to learn what the grass roots efforts are; Community Action is staffing that group. She added that the group will be doing another big homeless outreach event in August.

Chair Kramer asked what we are going to do regarding the Building Codes Reserve Fund. Mr. Stone replied that he has asked Ms. White to schedule a meeting between the Judges. Chair Kramer said that will be good; we need to get together and move this forward for all the counties involved. Commissioner Schwartz concurred saying that they have new commissioners who many not have all the information.

The session was adjourned at 3:00 p.m.

Summary of Actions
--------------------

**MOTIONS**

- **To approve Modification 2 for the US forest Service Agreement 17-SA-11060600-017 for weed control in the Mt. Hood National Forest.**
- **To approve the following Quitclaim Deeds resulting from the June 3, 2019 County Owned Lands Auction:**
  - **Property deeded to Adriana Munoz and Luis Reyes Rosas for the consideration of \$24,400**
  - **Property deeded to R Douglas Powell for the consideration of \$15,165**
  - **Properties deeded to James R & Phyllis A Olson for the consideration of \$147,000**
- **To approve Resolution 19-009 in the matter of increasing appropriations and additional revenue within a fund for pass-through Statewide Transportation Funds in the corrected amount of \$500,000**
- **To approve Resolution 19-010 in the matter of increasing appropriations and additional revenue within a fund in the amount of \$209,267 for the Center for Living Construction Project.**
- **To approve the 2019-2020 Intergovernmental Agreement between Wasco County and Mid-Columbia Development District.**
- **To accept the 2019/2020 CIS and SAIF insurance packages as proposed.**
- **To approve the Intergovernmental Agreement between Wasco County**

**and Hood River County for the provision of back-up Building Codes services.**

- **To authorize the Administrative Officer to enter into an agreement with the Clair Company for Building Codes services as outlined in in their proposal, pending legal review.**
- **To approve the addendum to the July 1, 2015 Lease Agreement with Mid-Columbia Center for Living to extend the term of the lease to August 31, 2019.**
- **To approve Order 19-082 declaring a ban on residential burning in Wasco County, Oregon.**
- **To approve Order 19-081 designating a newspaper for the publication of the annual foreclosure list.**

**CONSENSUS**

- **To move the Wasco County Budget forward as presented for adoption at a Special Session to be set prior to July 1, 2019.**
- **To sign the plat for phase two of the Tanawashee Subdivision.**
- **To provide a letter of support for the White River Health District's Ford Family Foundation grant application.**

Wasco County  
Board of Commissioners

---

Steven D. Kramer, Board Chair

---

Scott C. Hege, Vice-Chair

---

Kathleen B. Schwartz, County Commissioner



## AGENDA ITEM

### Planning Ordinance Updates

---

[ORDINANCE 19-004 – 2<sup>ND</sup> READING/MOTION](#)

---

[ORDINANCE 19-005 – 1<sup>ST</sup> READING](#)

---



## AGENDA ITEM

### Planning Ordinance Updates – Ordinance 19-004

---

[ORDINANCE 19-004](#)

---

[MOTION LANGUAGE](#)

---



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 COMPREHENSIVE PLAN RELATED TO LAND USE PLANNING GOALS 5 AND 12 IN CHAPTERS 5 and 12 OF WASCO COUNTY 2040, THE COMPREHENSIVE PLAN (FILE NUMBERS 921-18-000109, 921-18-000215)

**ORDINANCE # 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

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 ninth task on the work plan was to make amendments to Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) 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 ninth task on the work plan was to make amendments to update the aggregate and historic inventories in the Comprehensive Plan; also

WHEREAS, the eleventh task on the work plan was to make amendments to Goal 12 (Transportation) 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 eleventh task on the work plan was to update transportation policies to be consistent with current practice; 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 7 May 2019, 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 9, and 11. The Planning Commission then closed the public hearing and with a vote of 4 to 0, with three members absent, recommended approval to the Wasco County Board of Commissioners; and

WHEREAS, that on 5 June 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 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 3 July 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 9 and 11 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 3<sup>rd</sup> day of July, 2019.

**APPROVED AS TO FORM:****WASCO COUNTY BOARD OF  
COMMISSIONERS:**

---

Brad Timmons, County Counsel

---

Steve D. Kramer, Commission Chair

**ATTEST:**

---

Scott Hege, County Commissioner

---

Kathy White, Executive Assistant

---

Kathy Schwartz, County Commissioner





## MOTION

**SUBJECT: Planning Ordinance**

---

I move to approve Ordinance 19-004 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to Land Use Planning Goals 5 and 12 in Chapters 5 and 12 of Wasco County 2040, The Comprehensive Plan (File Numbers 921-18-000109, 921-18-000215).



## AGENDA ITEM

### Planning Ordinance Updates – Ordinance 19-005

---

[WORK TASK 10 STAFF PRESENTATION](#)

---

[STAFF REPORT](#)

---

[REVISIONS TO CHAPTER 10](#)

---

[REVISIONS TO CHAPTER 14](#)

---

[ORDINANCE 19-005](#)

---



Wasco County  
Planning

# Wasco County 2040 Work Task 10



# Work Tasks 10

- Housing
- Flexible Parcel Size

# Timeline

- Work Tasks 10 – Due 8/31/2019
- 1<sup>st</sup>/2<sup>nd</sup> BOCC Hearing: July 3<sup>rd</sup> and 17<sup>th</sup>

10	<b>Policies for minimum parcel sizes and housing options</b> <ul style="list-style-type: none"> <li>• Evaluate additional options for more flexible EFU parcel sizes, including evaluating part-of-parcel language in the LUDO.</li> <li>• Evaluate rural service areas to reassess their ability to support communities' continued growth</li> <li>• Develop a policy to support or limit alternative housing types</li> </ul> <b>Products:</b> (1) Proposed new policy or implementation strategy recommendations; (2) new policy for alternative housing types (including ADUs)	8/31/19
----	--	---------

# Ranked:

- Rural Service Areas
- Non Resource Zone Designation
- Transfer Development Rights



# Considerations

- Impact to resources (water and fire)
- Ability of communities to meet increased densities impacts



# Recommendations

**14.1.6** Utilize available tools and techniques to accommodate needed development and redevelopment, giving preference to urban over rural density.


## **Implementation for Policy 14.1.6:**

- Investigate modifying rural service area boundaries to increase housing opportunities while preserving farmland.
- Explore non-resource zone designation strategies.
- Future concept development or planning work should include an alternatives analysis. Alternatives analysis should include high, mid and low to no development scenarios.
- Long range planning efforts that include boundary modifications, new zones, or other significant modifications to the land use planning program should include in depth Goal 5 ESEE analysis to determine impact to resources.

# Additional Updates to Chapter 14

- Added implementation strategies for ensuring consistency of new land divisions
- Aligned with Chapter 12 policies related to road maintenance/improvements and land divisions

# Housing: Public Input

- Allow ADUs where state law permits
  - If Building Codes change, allow for alternative dwellings
  - Allow for single wide mobile homes in rural residential, with caveats
  - Encourage density infill, protection of water, air and land resources
  - Short term rentals should be permitted, but regulated through unique ordinance
- 

# Recommendations

**10.1.1** The development of adequate housing for all Wasco County citizens will be encouraged.

**Implementation for Policy 10.1.1:**

- a. Mobile homes shall be allowed as a permitted or conditional use on agricultural land for landowners or employees.
- b. Mobile homes are a type of housing that may be allowed **as a conditional use on certain forest lands**. in certain zones. Criteria, development standards and permitting process may vary by zone.
- c. Size limitations for mobile homes should be eliminated for residentially zoned lands to solely include: RR (10), RR (5), RR (2), TV-R, WAM-R (2), and WAM-R (5).

1). During the Land Use and Development Ordinance (LUDO) update, additional criteria related to the manufactured date and design should be evaluated for inclusion in LUDO Section 4.120 (Exterior Finishing of Mobile Homes).

# Recommendations

**10.1.2** A variety of housing types, location and densities shall be encouraged.

## Implementation for Policy 10.1.2:

- ~~• Residential developments should be related to physical site characteristics.~~
- ~~• Residential developments shall be protected for encroachment of incompatible land uses.~~
- Multiple family dwellings should be allowed only within the Urban Growth boundaries of the incorporated cities and within excepted areas, including rural service areas, unless connected with farm labor.
- Land use regulations implemented by the County shall be kept current with new opportunities for diverse and affordable housing, including alternative dwelling types.
- If state law changes to permit accessory dwelling units in rural residentially zones lands, Wasco County should update its LUDO to permit them:
  - 1). In rural residential lands including RR (10), RR (5), RR (2), TVR, WAMR (2) and WAMR (5).
  - 2). With a required minimum parcel size that takes in to account setbacks for wells and septic.
  - 3). With considerations to the impact on the transportation system.

# Recommendations

**10.1.3** Residential development should occur when public facilities, infrastructure, and services are sufficient to support increased density.

## **Implementation for Policy 10.1.3:**

- a. The creation of new or expanded residential zoned lands shall require an analysis of the impact on infrastructure and public facilities and services, including roads, emergency services, schools, and municipal sanitary waste/water systems.
- b. Residential development requiring a conditional use permit shall include analysis that the proposed use will not exceed or significantly burden public facilities and services, including roads, emergency services, sewer, water, telephone, electric and/or solid waste disposal facilities.

# Recommendations

**10.1.4** Expansion of residential lands through zone changes or other zone map modifications should consider a major determinant the carrying capacity of the air, land and water resources.

## **Implementation for Policy 10.1.4:**

- a. The creation of new or expanded residential lands shall require an analysis of the availability of water for development.
- b. The creation of new or expanded residential lands shall require an analysis of the increased risk of wildfire . Mitigation shall be required as condition(s) of approval.

# Recommendations

**10.1.5** Short term rentals shall be managed to mitigate impact to existing residential uses, agricultural and other uses, resources and affordable housing.

## **Implementation for Policy 10.1.5:**

- An ordinance to regulate short term rentals in unincorporated Wasco County shall be developed and adopted.
- The criteria, rules, and permits governing short term rentals shall be unique and address specific opportunities and challenges related to short term rentals.





**PLANNING DEPARTMENT**

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

*Pioneering pathways to prosperity.*

---

**FILE #:** 921-18-000214 (10)

---

**REQUEST:** Legislative Request to Amend the Comprehensive Plan  
**DECISION:**

---

**Attachments:**

- A. Wasco County Comprehensive Plan Periodic Review Work Task 10 Proposed Amendments
- B. Proposed Chapter 10
- C. Proposed Chapter 14

**File Number:** 921-18-000214

**Request:** Amend the Wasco County Comprehensive Plan

1. Change the format to align with Statewide Land Use Planning Goals
2. Develop Goal 10 into Wasco County 2040 format (Chapter 10), make any general amendments reflecting input from public outreach.
3. Develop Goal 14 into Wasco County 2040 format (Chapter 14), make any general amendments reflecting input from public outreach.

**Prepared by:** Kelly Howsley Glover, Long Range Planner

**Prepared for:** Wasco County Planning Commission

**Applicant:** Wasco County Planning Department

**Staff Recommendation:** Recommend the Wasco County Planning Commission recommend adoption of the proposed amendments of the Wasco County Comprehensive Plan to the Wasco County Board of Commissioners.

**Planning Commission  
Hearing Date:** June 4, 2019

**Procedure Type:** Legislative

**Attachments:** Attachment A: Wasco County Comprehensive Plan Periodic Review  
Work Task 10 Overview  
Attachment B: Proposed Chapter 10 of Wasco County 2040  
Attachment C: Proposed Chapter 14 of Wasco County 2040  
Attachment D: Comments

## **I. APPLICABLE CRITERIA**

### **A. Wasco County Comprehensive Plan Chapter 11: Revisions Process**

1. Section B: Form of Comprehensive Plan Amendment
2. Section C: Who May Apply for a Plan revision
3. Section D: Legislative Revisions
4. Section H: General Criteria
5. Section I: Transportation Planning Rule Compliance
6. Section J: Procedure for the Amendment process

### **B. Oregon Administrative Rules 660-025: Periodic Review**

## **II. SUBMITTED COMMENTS**

As of the date of this document, Wasco County Planning Department has received one commit about the proposed revisions. This comment is included as Attachment D.

## **III. PUBLIC INVOLVEMENT**

In addition to the public hearings required by this legislative process to allow for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public:

### **A. Newspaper Notifications**

#### Citizen Advisory Group Work Session May 7, 2019:

Public notice for a Citizen Advisory Group meeting was published in *The Dalles Chronicle* on April 13, 2019, more than 20 days prior to the May 7th work session.

#### Planning Commission Hearing June 4 2019

Public notice for the Planning Commission hearing was published in *The Dalles Chronicle* on May 15, 2019, more than 20 days prior to the June 4<sup>th</sup> hearing.

#### Board of County Commission Hearing July 3, 2019

Public notice for the Board of County Commission hearing was published in *The Dalles Chronicle* on June 4, 2019, more than 20 days prior to the July 3<sup>rd</sup> hearing.

### **B. Information Available on Websites**

The information regarding the proposed amendments was placed on the Wasco County Planning Department Website<sup>1</sup> on May 28th, 2019. If updates are made, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available to the public:

- A listing of hearing dates, times and locations
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes

---

<sup>1</sup> <http://co.wasco.or.us/departments/planning/index.php>

- A way to submit comments and concerns

In addition, the Wasco County Comprehensive Plan website<sup>2</sup> has had several posts on the related to the updates and encouraged attendance at public meetings or the submission of written feedback. In addition, the events were advertised in the sidebar menu and event pages of the project website. This website has 28 subscribers that receive notification of new content, and is also promoted on the Planning Department's social media channels which have 212 followers.

Finally, to encourage participation in the related survey, a banner was placed in the main landing page of the Wasco County website for several months. This was then replaced by a banner encouraging attendance at the public meetings which had links to event dates/times and the project website for more information.

The events were also placed on the Wasco County website calendar.

#### **C. Notification to Partners**

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to the Periodic Review Assistance team and other Citizen Advisory Group identified stakeholders on March 5, 2019. The notification included links to the staff report, proposed amendments, and the opportunity to comment.

#### **D. Notification to Community Notification List**

During the Wasco County 2040 initial outreach phase, a public email notification list was assembled. Members of the public continue to have the opportunity to sign up for this list at any time on the project website<sup>3</sup> or in person at any of the public hearings, work sessions or other events. They can also request to be put on the list via email, telephone, or in the Planning Department Office. Currently this list includes 74 interested parties from the community.

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to this notification list on May 28, 2019. The notification included links to the staff report, proposed amendments, and information on how to provide comment.

#### **E. Postcard Mailer Notification to All Property Owners in Unincorporated Wasco County**

At the beginning of March, a postcard mailer was sent to all property owners in unincorporated Wasco County updating them about the progress on Wasco County 2040 and putting them on notice about upcoming public meetings, including the work session on March 12<sup>th</sup> and community work sessions scheduled throughout March. The postcard included links to the project website and contact information for the department.

#### **F. Roadshow Events/Work Sessions**

In March and April, five events were held at various locations throughout the community to get public input about Work Task 10 topics.

---

<sup>2</sup> [www.Wasco2040.com](http://www.Wasco2040.com)

<sup>3</sup> <https://wasco2040.com/contact/>

Attendees were invited to participate in small group exercises and a large group discussion to give feedback on topics. The meetings and attendance record were as follows:

- The Dalles (March 20, 6-8pm) Attendance: 17 citizens, 4 CAG members, 2 BOCC, 2 staff
  - Tygh Valley (March 21, 6-8pm) Attendance: 32 citizens, 4 CAG members, 3 BOCC, 4 staff, 1 DLCD regional representative
  - Mosier (March 26, 6-8pm) Attendance: 23 citizens, 4 CAG members, 2 BOCC, 4 staff
  - Wamic (March 27, 6-8pm) Attendance: 36 citizens, 3 CAG members, 2 BOCC, 5 staff
  - Dufur (April 9, 6-8pm) Attendance: 36 citizens, 4 CAG members, 2 BOCC, 4 staff
- Citizens were notified about the event through the county wide postcard mailer, notification emails, the project website, and promotion on the County website.

**G. Press Release/Newspaper/Radio Coverage**

For the event series for Work Task 10, staff issued a press release which was reprinted on four local radio websites. One article in The Dalles Chronicle was generated from the press release.

Staff also appeared on KHR radio for a short interview about the work task on March 8.

**H. Other Public Outreach**

In addition to the public meetings, social media content helped to promote engagement with the work tasks and solicit additional input. Any comments, or other feedback were compiled and analyzed by staff and used to inform the development of the new policy and implementation strategies into a 2019 outreach report which is available on the Wasco County 2040 project website.

**IV. FINDINGS**

**A. Wasco County Comprehensive Plan Criteria**

**1. Chapter 11 - Revisions Process**

**a. Section B – Form of Comprehensive Plan Amendment**

***Amendments to the Comprehensive Plan include many forms and can either be legislative or quasi-judicial.***

**FINDING:** The request is for a legislative text amendment to policies and the format for Goal 10 and Goal 14 (Chapter 10 and 14) of the Comprehensive Plan, as part of a broader Periodic Review work plan. These updates relate to Work Task 10. Work Task 10 includes: evaluate additional options for more flexible EFU parcel sizes, including evaluating part-of-parcel language in the LUDO; evaluate rural service areas to reassess their ability to support communities' continued growth; develop a policy to support or limit alternative housing types.

Amendments include reformatting and edits to existing policy and implementation, as well as the new policies and implementation strategies based on the extensive public outreach campaign to address housing needs and desire for more flexible land use planning solutions for development.

**b. Section C – Who May Apply for a Plan revision**

\*\*\*

**2. Planning Commission by majority vote confirmed by the Wasco County Governing Body. (Legislative)**

**FINDING:** The Wasco County Board of Commissioners is the Wasco County Governing Body, and has authorized the Wasco County Planning Department to pursue Voluntary Periodic Review (VPR) to update the Wasco County Comprehensive Plan. The Board sent a letter to the Land Conservation and Development Commission supporting VPR on September 29, 2016.

**c. Section D – Legislative Revisions**

***Legislative revisions include land use changes that have widespread and significant impact beyond the immediate area such as quantitative changes producing large volumes of traffic; a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or much different ownership. The Planning Commission and County Governing Body shall evaluate the plan as often as necessary to meet changes in the social, economic, or environmental character of Wasco County.***

**FINDING:** The proposed text amendments to policies and format of the Comprehensive Plan are applicable to all properties governed by the Wasco County Comprehensive Plan and therefore the proposal is a legislative revision. The proposed amendments are part of a larger Periodic Review process approved by the Planning Commission, Board of County Commissioners, Department of Land Conservation and Development and the Land Conservation and Development Commission. To be accepted for periodic review, staff prepared extensive justification demonstrating the need for amendments to the Comprehensive Plan as a result of changes in the social, economic and environmental character of Wasco County.

**d. Section H – General Criteria**

***The following are general criteria which must be considered before approval of an amendment to the Comprehensive Plan is given:***

- 1). Compliance with the statewide land use goal as provided by Chapter 15 or further amended by the Land Conservation and Development Commission, where applicable.***
- 2). Substantial proof that such change shall not be detrimental to the spirit and intent of such goals.***
- 3). A mistake in the original comprehensive plan or change in the character of the neighborhood can be demonstrated.***
- 4). Factors which relate to the public need for healthful, safe and aesthetic surroundings and conditions.***

**5). Proof of change in the inventories originally developed.**

**6). Revisions shall be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change must be established.**

**FINDING:** The main purpose of Goal 10, Housing, is to “provide for the housing needs of the citizens of state.” The new housing policies, based on public input, aim to add for additional capacity and affordable options of housing while ensuring consistency with Goal 5. Affordability and availability were identified, during Wasco County 2040, as two of the largest housing needs facing Wasco County. The Wasco County Buildable Lands Study (2009) projected an additional 611 houses needed between 2010 and 2020. However, the recession experienced in the late 2000s and early 2010s had the impact of slowing down housing development, creating considerable gaps in ongoing housing development needed to meet population increases (Oregon Economic and Revenue Forecast, 2019)<sup>4</sup>.

Significant changes in regional, statewide, and national housing trends further necessitated updates. Those changes include rent burden, limited supply, changing family types, and a large ageing population (Wasco County Housing Profile, 2017)<sup>5</sup>.

These changes have been recognized to create limited available housing or households living in unpermitted temporary structures, like RVs, throughout the County. It’s the goal of the new policies to, as state law permits, allow for ADUs or alternative dwellings, to increasingly accommodate the demand. Similarly, by removing restrictions against single wide mobile homes, the goal is recognize mobile homes as one form of affordable housing that should be promoted in rural areas. The safety and health risks to unpermitted RV activity, particularly in areas that are on septic and well and have limited emergency services, are of particular concern. Input from the public that the additional options, including single wide mobile homes, may provide new opportunities for housing while decreasing the necessity of unpermitted RV activity.

The policies and implementation have been crafted to protect resources while providing for the greatest amount of housing opportunities allowed by state law. None of the changes purposed would limit housing opportunities; proposed updates would increase housing opportunities for Wasco County residents. Furthermore, no zoning changes or modifications to urbanizable lands are being proposed as a part of this update. The focus of updates is largely rural residential lands that are outside of incorporated areas and do not require zone changes or modifications to amend permitted uses or activities. The intention is that amendments will support rather than be detrimental to the spirit and intent of Goal 10.

No inventories are included as part of this goal. Because the zones primarily impacted by new housing policies are non-resource, there is evidence from a 2009 Buildable Lands Study that the primarily residential areas have undergone significant development and change.

---

<sup>4</sup> <https://www.oregon.gov/das/OEA/Documents/forecast0319.pdf> Office of Economic Analysis Forecast report

<sup>5</sup> <https://www.oregon.gov/ohcs/DO/shp/profiles/Wasco-County-Housing-Profile.pdf> Census and employment data sheet produced by Oregon Housing and Community Services.

Amendments to Chapter 10 are consistent with statewide land use planning goals, aligned with the spirit and intent of Goal 10, based on public input, substantial proof and necessary for the health and safety of Wasco County residents.

Proposed amendments to Chapter 14 include: the addition of strategies to reduce serial partitions occurring outside of subdivision standards, utilizing deed restrictions or HOA requirements to ensure open space and road system maintenance in perpetuity, the addition of a policy and supporting implementation that would encourage tools and technique to be utilized to encourage urban development, and finally the modification of Chapter 14 information into the new Comprehensive Plan format.

Considerable public input during the 2017 Wasco County visioning phase made it clear members of the public were seeking additional opportunities to modify the Wasco County zoning map to allow for more housing and economic development opportunities. Because of the state law constraints on parcel size, staff and the Citizen Advisory group presented three alternative strategies that have been used in other jurisdictions to increase residential and economic development opportunities.

Based on public input, staff is recommending the addition of a new policy to utilize new techniques and tools to encourage development and redevelopment including two of the more popular concepts, rural service area boundary modification and non-resource zone designation. Another critical feedback given by the public was the clear preference for development to occur in more urban areas that have facilities and services accessible to the public. This policy underscores this sentiment. As participants also were concerned about expansion of development opportunities impact on resources, staff has also included a strategy to ensure Goal 5 ESEE analysis is conducted in tandem with work on development strategies.

These proposed amendments are primarily suggestions for future work and therefore do not modify the existing land use planning program. Therefore, proposed changes are not detrimental and do not undermine the overall goal. Amendments to Chapter 14 are in compliance with Goal 14, urbanization, and aim to strengthen policies and future long range planning work by demonstrating a clear nexus to development and the urbanization tenets.

To ensure consistency with new policies and input for Goal 12, transportation, a current Comprehensive Plan policy on subdivision and partitioning related to the transportation system has been modified to include two implementation statements that also appear in Goal 12. The goal of these strategies is to increase clarity about road improvements and maintenance to reduce County liability for private and local access roads. This follows the existing policy to “reduce the County’s financial participation in road construction within development areas” and ensure ongoing maintenance of non-County roads falls to adjacent property owners.

It has been the experience of County staff and residents that ambiguity in responsibility over roads creates apathy with regards to maintenance. In turn, this leads to unsafe road conditions and significant repair costs. By requiring agreements recorded with the deed, future property owners and the County can significantly reduce the ambiguity. The primary motivation of this work is to ensure safety and health of residents.



Similar strategies have been added under an additional existing policy that emphasizes reducing adverse impact with subdivision development. Because serial partitions (repetitive partitions, often strategically pursued by developers to reduce development costs or requirements) are not usually subject to subdivision standards, including clarity about road improvements and maintenance, staff is recommending the application of new criteria or methods that would require certain serial partitions to meet subdivision standards. Staff anticipates this issue being further developed during the Land Use and Development Ordinance update process.

Goal 14 amendments are based on public input and a refinement of existing policy and implementation. As such, it is not in response to a mistake in the Comprehensive Plan. These proposed updates are expressly aimed at improving the health, safety and quality of life of residents by offering more transparent road improvement and maintenance responsibility standards, an equitable application of subdivision standards, and opportunities for strategic development and redevelopment that maximizes urban or rural services areas while continuing to safeguard Goal 5 resources.

Based on public input, an evaluation of current policy, and best practices, updates to Goal 10 and Goal 14 will strengthen the intent and application of these goals.

***e. Section I- Transportation Planning Rule Compliance***

***1). Review of Applications for Effect on Transportation Facilities – A proposed zone change or land use regulation change, whether initiated by the County or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060 (the Transportation Planning Rule – “TPR”). “Significant” means the proposal would:***

***a). Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);***

***b). Change standards implementing a functional classification system; or***

***c). As measured at the end of the planning period identified in the adopted transportation system plan:***

***(1) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;***

***(2) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or***

***(3) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or Comprehensive Plan.***

**FINDING:** Goal 10 updates make minimal reference to the transportation network, and only make the consideration of the transportation network a component of criteria. Similarly, while Goal 14 updates

add in additional requirements with regards to roads, no changes are proposed to modify facilities or classifications.

The proposed updates will not change the functional classification of an existing or planned transportation facility, change standards implementing a functional classification system or allow uses or development resulting in impacts to the transportation system.

***f. Section J – Procedure for the Amendment Process***

- 1. A petition must be filed with the Planning Offices on forms prescribed by the Director of Planning.***
- 2. Notice of a proposed revision within, or to, the urban growth boundary will be given to the appropriate city at least thirty (30) days before the County public hearing.***
- 3. Notification of Hearing:***
  - (1) Notices of public hearings shall summarize the issues in an understandable and meaningful manner.***
  - (2) Notice of a legislative or judicial public hearing shall be given as prescribed in ORS 215.503. In any event, notice shall be given by publishing notice in newspapers of general circulation at least twenty (20) days, but not more than forty (40) days, prior to the date of the hearing.***
  - (3) A quorum of the Planning Commission must be present before a public hearing can be held. If the majority of the County Planning Commission present cannot agree on a proposed change, the Commission will hold another public hearing in an attempt to resolve the difference or send the proposed change to the County Governing Body with no recommendation.***
  - (4) After the public hearing, the Planning Commission shall recommend to the County Governing Body that the revision be granted or denied, and the facts and reasons supporting their decision. In all cases the Planning Commission shall enter findings based on the record before it to justify the decision. If the Planning Commission sends the proposed change with no recommendation, the findings shall reflect those items agreed upon and those items not agreed upon that resulted in no recommendation.***
  - (5) Upon receiving the Planning Commission's recommendation, the County Governing Body shall take such action as they deem appropriate. The County Governing Body may or may not hold a public hearing. In no event shall the County Governing Body approve the amendment until at least twenty (20) days have passed since the mailing of the recommendation to parties.***

**FINDING:** The Planning Department and the Planning Commission sought approval to revise the Comprehensive Plan through the Board of County Commissioners and the State Department of Land

Conservation and Development (DLCD). DLCD approved Wasco County for Periodic Review on February 20, 2018.

The Periodic Review does not involve a modification or amendment to any of the urban growth boundaries and therefore no notices to Cities are required. Planning staff has contacted incorporated cities within Wasco County to solicit ongoing feedback and participation in Wasco County 2040.

Notices for all amendments are occurring in accordance with ORS 215.503. Section III of the staff report, above, details all the public noticing issued for this Periodic Review work task.

A quorum for this hearing was present to deliberate. By a vote of 5 to 0 the Planning Commission voted to recommend approval of the amendments in Work Task 10 to the Board of County Commissioners. The first hearing by the Board of County Commissioners will be held on July 3, 2019, 28 days following this hearing. Mailing of recommendation to parties will be sent on June 6, 2019, 26 days before the BOCC hearing.

#### ***Oregon Administrative Rule 660-025: Periodic Review***

##### ***Oregon Administrative Rule 660-0010: Purpose***

***The purpose of this division is to carry out the state policy outlined in ORS 197.010 and 197.628. This division is intended to implement provisions of ORS 197.626 through 197.651. The purpose for periodic review is to ensure that comprehensive plans and land use regulations remain in compliance with the statewide planning goals adopted pursuant to ORS 197.230, the commission's rules and applicable land use statutes. Periodic review also is intended to ensure that local government plans and regulations make adequate provision for economic development, needed housing, transportation, public facilities and services, and urbanization, and that local plans are coordinated as described in ORS 197.015(5). Periodic Review is a cooperative planning process that includes the state and its agencies, local governments, and other interested persons.***

\*\*\*

#### ***Oregon Administrative Rules 660-025-0130: Submission of Completed Work Task***

- 1). A local government must submit completed work tasks as provided in the approved work program or a submittal pursuant to OAR 660-025-0175 to the department along with the notice required in OAR-660-025-0140 and any form required by the department. A local government must submit to the department a list of persons who participated orally or in writing in the local proceedings leading to the adoption of the work task or who requested notice of the local government's final decision on a work task.***

**FINDING:** A notice was sent to DLCD on April 5, 2019, consistent with requirements, to inform them of the proposed June 4, 2019 hearing and subsequent hearings to adopt Chapters related to Periodic Review work task 10. To date, staff received any one written comment and no oral comment for notification from the public on Work Task 10. The comment is attached as Attachment D.

\*\*\*

- 3). *For a periodic review tasks to be complete, a submittal must be a final decision containing all required elements identified for that task in the work program. The department may accept a portion of a task or subtask as a complete submittal if the work program identified that portion of the task or subtasks as a separate item for adoption by the local government. All submittals required by section 1) of this rule are subject to the following requirements:*
- a). *If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports, correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.*
  - b). *If the local record exceeds 2,000 pages, a submittal must include adopted ordinances, resolutions, and orders; any amended comprehensive or regional framework plan provisions or land use regulations; findings, hearing minutes; materials from the record that the local government deems necessary to explain the submittal or cities in its findings; and a detailed index listing all items in the local record and indicating whether or not the item is included in the submittal. All items in the local record must be made available for public review during the period for submitting objections under OAR 660-025-0140. The director or commission may require a local government to submit any materials from the local record not included in the initial submittal;*
  - c). *A submittal of over 500 pages must include an index of all submitted materials. Each document must be separately indexed, in chronological order, with the last document on the top. Pages must be consecutively numbered at the bottom of the page.*

\*\*\*

**FINDING:** The local record for Work Task 10 will not exceed 2,000 pages. Consistent with this requirement, submittal to DLCD will include the entire local record, including but not limited to the adopted ordinance and orders, studies, findings, staff reports, correspondence, hearing minutes, written testimony and evidence and any other relevant material.

A copy of the record, when complete, will also be available for inspection at the Planning Department.

## **Attachment A**

### **Chapter 10 and 14 Proposed Amendments**

**Documentation:** The following is a summarized overview of proposed amendments.

**State of the Comprehensive Plan:**

- A. **Purpose:** The main purpose of the Comprehensive Plan is to function as a visionary policy document with a 20 year horizon. The plan represents the desires of the citizens of Wasco County and provides generalized direction for development, preservation, the planning process, citizen involvement and numerous other elements related to land use planning. Due to frequent changes in circumstances, law, and the desires of the citizens of the county, the major components should be updated every five to ten years as needed. The land use and development ordinance includes the specific rules and regulations that are meant to implement this vision and amendments to it are required to be consistent with Comprehensive Plan language.
- B. **Prior Updates:** The Comprehensive Plan was acknowledged by the Land Conservation and Development Department in 1983. Major components of the document have not been updated since 1983, resulting in them now being out of date. Other portions have been updated but were done inconsistently and in some cases, the new language did not get inserted into the amended document. In several instances, updates to the ordinance are now out of compliance with the Comprehensive Plan because of the lack of comprehensive updates. A more comprehensive update was initiated in 2009, but ultimately not completed. Staff has used some of the past findings and information in drafting the proposed updates.
- C. **Format:** The Comprehensive Plan is currently organized in a way that puts unrelated information in the same chapter and separated related information into multiple chapters. This has created significant difficulty for staff and the public to find information and utilize as the plan was intended.
- D. **Reformatting:** After a careful case study of other Oregon county comprehensive plans, the Citizen Advisory Group held several work sessions in 2015 and 2016 to discuss, among other issues, reformatting the Comprehensive Plan for increased use, transparency and readability. Based on those work sessions, staff was directed to compile and organize information in a manner that better aligned the plan to the Statewide Land Use Planning Goals.
  - 1. **Oregon's Land Use Goals:** The vast majority of the Comprehensive Plan language is tied to one of the State of Oregon's Land Use Goals. Other than some introductory chapters, the entire Comprehensive Plan is being formatted so that each chapter corresponds to one of the applicable Land Use Goals. Each chapter will include all of the policies, findings, and inventories for the specific goal, in addition to any references and historical information.
  - 2. **Format of Goal Chapters:** Each Goal related chapter will be formatted according to the following conventions:

- a. Overview: A sentence to a paragraph on the outlining the purpose behind the Goal and Wasco County policies.
- b. Statement of Wasco County Goal and reference to Statewide Planning Goal
- c. Any cross-references to other Goals
- d. Policy Statements
- e. Implementation Statements for each policy
- f. Findings and reference section detailing any relevant findings and references.

## **Chapter by Chapter Overview of Proposed Substantive Amendments:**

### **A. Chapter 10- Goal 10 Housing**

This new chapter maps to Goal 10 (Housing) and includes a historical overview of housing policy in Wasco County, an excerpt of Oregon's Statewide Land Use Planning Goal 10, policies, implementation strategies for each policy, and a new findings and references section.

1. **Overview:** The overview briefly discusses housing in Wasco County.
2. **Historical Perspective:** This summary sidebar content includes housing work connected to Wasco County land use planning to date as well as a brief on the demographic trends.
3. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 10 that outlines for staff and public the purpose of Goal 10.
4. **Wasco County's Goal:** This maps directly to the State's Goal 10, and is has not been modified from existing broad goal.
5. **Photo:** Staff photos of a variety of housing types in Wasco County are included in a collage.
6. **Cross Reference:** A list of other goals that relate to Goal 10 was included for easy reference.
7. **Policies:** The existing plan has two policies. The recommendation is to keep the existing policies with some modifications and add an additional three policies to address public input.
  - a. Policy 1: No changes are recommended for this policy.
    - (1) Implementation Strategy "a.", "Mobile homes shall be allowed as a permitted or conditional use on agricultural land for landowners or employees" is proposed to remain the same based on feedback from agricultural operators.
    - (2) Implementation Strategy "b.", "Mobile homes are a type of housing that may be allowed as a conditional use on certain forest lands" is being proposed to be modified to: "Mobile homes are a type of housing that may be allowed in certain zones. Criteria, development standards and permitting process may vary by zone." This covers all current provisions for permitting mobile and/or manufactured homes, which are different by zone.

(3) Implementation Strategy “b.” is a new strategy based on public input about housing types and need for affordable, available housing. Proposed language is: “Size limitations for mobile homes should be eliminated for residentially zoned lands to solely include: RR (10), RR (5), RR (2), TV-R, WAM-R (2), and WAM-R (5). There is a sub strategy, based on input, to read: “During the Land Use and Development Ordinance (LUDO) update, additional criteria related to the manufactured date and design should be evaluated for inclusion in LUDO Section 4.120 (Exterior Finishing of Mobile Homes).” Participants in outreach felt strongly that single wide mobile homes should be permitted in residential zones, but that caveats related to roof pitch and manufactured date might mitigate perceived or real impacts to neighboring properties with respect to maintenance or valuation.

b. Policy 2: No changes are recommended for this policy.

(1). Implementation Strategy “a.” the statement “Residential developments should be related to physical site characteristics” is unclear and has no nexus to siting standards. Staff is recommending it be removed.

(2). Implementation Strategy “b.” currently reads “Residential developments shall be protected for encroachment of incompatible land uses.” This language potentially conflicts with the Oregon Right to Farm Act and is redundant given conditional use criteria that seeks to eliminate or mitigate conflicting land uses. Staff is proposing to strike this strategy from the Comprehensive Plan.

(3). Implementation Strategy “c.” to “a.”. The current strategy addresses multi-family dwellings. Staff is proposing, based on Citizen Advisory Group recommendation, to add after excepted areas “including rural service areas” to make it clear that multi-family dwelling types are permitted in our rural service areas, as excepted areas.

(4). Implementation Strategy “b.” Public input was clearly in favor of allowing for tiny homes and accessory dwelling units, as state law changes. To ensure future regulations are modified in keeping with state law changes, the proposed strategy is “Land use regulations implemented by the County shall be kept current with new opportunities for diverse and affordable housing, including alternative dwelling types.”

(5). Implementation Strategy “c.” Addresses public input related to accessory dwelling units. The 2019 Legislative Session includes a bill that would allow counties to permit accessory dwelling units in rural residential zones. The majority of participants in outreach wanted to see Wasco County adopt this new dwelling type/use. Proposed language for this strategy is: “If state law changes to permit accessory dwelling units in rural residential zoned lands, the LUDO shall permit them: 1). In rural residential lands solely to include: RR (10), RR (5), RR (2), TV-R, WAM-R (2) and WAM-R (5). 2). With a required minimum parcel size that takes in to account setbacks for wells and septic. 3). With considerations to the impact on the transportation system.” These sub criteria are

recommendations for review in the LUDO and address citizen input/concerns about the impact of added density.

- c. Policy 3: Staff is proposing the following new policy, based on public input: “Residential development should occur when public facilities, infrastructure, and services are sufficient to support increased density as permitted by the underlying zone.” This policy and supporting implementation aims to address public concerns over develop having a detrimental impact on public facilities and services, including roads, water, and emergency services.
  - (1) Implementation Strategy “a.” is recommending, to support the new policy, the following: “The creation of new or expanded residential zoned lands shall require an analysis of the impact on infrastructure and public facilities and services, including roads, emergency services, schools, and municipal sanitary waste/water systems.”
  - (2) Implementation Strategy “b.” A second strategy, related to “a.” is being proposed: “Residential development requiring a conditional use permit shall include analysis that the proposed use will not exceed or significantly burden public facilities and services, including roads, emergency services, sewer, water, telephone, electric and/or solid waste disposal facilities.”
- d. Policy 4: A new fourth policy is recommended: “Expansion of residential lands through zone changes or other zone map modifications shall require analysis of the carrying capacity of the air, land, and water resources.” Similar to the third proposed policy, the goal is to address expanding development impacts to the natural environment.
  - (1). Implementation Strategy “a.” proposed strategy to address public concerns about water availability and quality will require new or expanded residential lands to include in the application information about water; “The creation of new or expanded residential lands shall require and analysis of the availability of water for development using best available data.”
  - (2). Implementation Strategy “b.” During outreach, there were significant public concerns about added residential development increasing wildfire risk. Staff is proposing additional analysis to be included with residential rezone proposals: “The creation of new or expanded residential lands shall require an analysis of the increased risk of wildfire using best available data.”
- e. Policy 5: Staff did extensive outreach to identify community sentiment about short term rental regulation. Majority of respondents wanted some regulation, but to allow short term rentals. The new fifth policy and supporting strategies are based on public input: “Short term rentals shall be managed to mitigate impact to existing residential uses, agricultural and other uses, resources and affordable housing.”



- (1) Implementation Strategy “a.” Staff is proposing the following implement the short term rental policy: “An ordinance to regulate short term rentals in unincorporated Wasco County shall be developed and adopted.”
- (2) Implementation Strategy “b.” Staff is proposing a second strategy that broadly defines the ordinance content: “The criteria, rules, and permits governing short term rentals be unique, and address specific opportunities and challenges related to short term rentals.”

8. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The findings also contain detailed information related to citizen involvement about housing issues to help provide context for the public and future staff. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.

**B. Chapter 14- Goal 14 Urbanization**

This new chapter maps to Goal 14 (Urbanization) and includes an overview of urbanization policy in Wasco County, an excerpt of Oregon’s Statewide Land Use Planning Goal 14, policies, implementation strategies for each policy, and a new findings and references section.

9. **Overview:** The overview briefly discusses Goal 14 in Wasco County.
10. **Impact of the National Scenic Area:** This summary sidebar content includes an overview of the impact of the National Scenic area on urbanization in Wasco County.
11. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 14 that outlines for staff and public the purpose of Goal 14.
12. **Wasco County’s Goal:** This maps directly to the State’s Goal 14, and is has not been modified from existing broad goal.
13. **Photo:** A staff photo overlooking the Columbia was included.
14. **Cross Reference:** A list of other goals that relate to Goal 10 was included for easy reference.
15. **Policies:** The existing plan has five policies. The recommendation is to keep the existing policies with some amendments and add an additional policy to address public input during Wasco County 2040.
  - a. Policy 1: No changes are recommended for this policy.
  - b. Policy 2: No changes are recommended for this policy.

- c. Policy 3: No updates to the policy are proposed. However, this policy previously had no implementation strategies. Staff is recommending the addition of two.
  - (1). Implementation Strategy “a.” the recommendation is to ensure for equity in partitions/subdivisions through the following: “Reduce the number of serial partitions where development occurs without planned development approaches through strategic methods like requiring partitions which one or more lots could be further divided, to exceed a total of four or more potential lots, to subdivision standards.
  - (2). Implementation Strategy “b.” to ensure consistency and continuity of maintenance of open space in planned unit developments/subdivisions, the following strategy is recommended: “Ensure ongoing maintenance of open space and road systems through deed restrictions and HOA requirements.”
- d. Policy 4: The fourth policy should be modified for consistency to read: “Availability of public services shall be made know at the time of application for the development of subdivisions, planned unit developments, and partitions.” There are no implementation strategies for this policy.
- e. Policy 5: No changes to the policy are recommended: “Subdivision and partitioning activities shall be designed to reduce the County’s financial participation in road construction within development areas.” The following strategies are recommended to be added to be consistent with the same strategies in Chapter 12 (Transportation):
  - (1) Implementation Strategy “a.” is proposed to read :“A waiver of remonstrance for future road improvements may be required to be recorded with the County Clerk’s office at the time of partition, subdivision or planned unit development application approval.
  - (2) Implementation Strategy “b.” is proposed to read: “A restrictive convent agreement requiring acknowledgment of improvement and maintenance costs for local access roads will be required to be recorded with the County Clerk’s office at the time of partition, subdivision, or planned unit development application approval.”
- f. Policy 6: During Wasco County 2040, staff presented three possible land use planning solutions to address some public interest in lowering parcel sizes to allow for more economic and residential development. Given the constraints on zones and parcel size in state law, staff found three options that might offer an alternative way to achieve the development goals. This policy outlines those strategies preferred by a majority of participants while also offering opportunity for other related work: “Utilize available tools and techniques to accommodate needed development and redevelopment, giving preference to urban over rural density.”
  - (1). Implementation Strategy “a.” Based on public input, the preferred strategy for increasing development opportunities was rural service area boundary modifications.

The strategy supports this: “Investigate modifying rural service area boundaries to increase housing opportunities while preserving farmland.”

(2). Implementation Strategy “b.” The second preferred land use planning solution was a concept being evaluated by several other Oregon counties. This strategy encourages future investment in understanding how the concept could be applied in Wasco County: “Explore non-resource zone designation strategies.”

(3). Implementation Strategy “c.” To address public concerns about exploring expanding residential lands, staff is recommending future analysis include a no development option: “Future concept development or planning work should include an alternatives analysis. Alternatives analysis should include high, mid and low to no development scenarios.”

(3) Implementation Strategy “d.” To address public concerns about environmental impacts, staff is recommending future work on land use planning solutions involve a Goal 5 ESEE analysis: “Long range planning efforts that include boundary modifications, new zones, or other significant modifications to the land use planning program should include in depth Goal 5 ESEE analysis to determine impact to resources.”

16. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The findings also contain detailed information related to citizen involvement about policies to help provide context for the public and future staff. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.

## Goal 10

# Housing

---

# Goal10

## Housing

### 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.

During Wasco County 2040 Periodic Review, a series of public workshops were held to identify possible housing strategies to meet needs. These form the basis of our Goal 10 policies and implementation below. Findings, in most cases, reflect the specific public feedback as a result of outreach.

### Historical Perspective

Chapter 7 of the 1983 Wasco County Comprehensive Plan included a windshield survey of housing in Wasco County, census data, building permit data, and analysis of housing needs. Based on the data analysis, it was projected that "buildable land will be at or near capacity by 1995." It is evident from this work that there were serious concerns about housing in the 1980s; according to Chapter 7, "The State of Oregon Housing Division has listed Wasco County as having serious housing problems."

In 2009, the Wasco County Planning Department conducted a buildable lands study to understand, in part, the ability of existing lands to meet projected housing demand. The conclusion of that report was that "the county as a whole currently contains enough "vacant" residential lots to suit the need over the next ten years" (Wasco County, 2009, 3-36). Furthermore, they found that the potential for future land division would likely increase supply to meet demands fifteen years into the future.

The US Census Bureau 2017 American Community Survey showed the total housing units for Wasco County at 11,600, an increase of 187 from 2010 (Appendix-Table 1). Many of the communities in the region have been identified as severely rent burdened or with housing prices far in excess of the median income. In response to the statewide and regional housing issues, Planning Oregon held a Statewide Housing Summit in May 2016. Participants identified land availability and political disagreements as two of the largest barriers to achieving Goal 10.

Although recent studies have shown capacity for growth in The Dalles, market and cultural forces continue to create pressures on unincorporated lands for residential development. There are also significant pressures on the medium sized cities like Maupin, Dufur, Mosier, and the rural services areas that have existing constraints on development. These added pressures have expanded the gap in available and affordable housing in our more rural communities.

Rent burden, ageing populations, limited growth of new housing stock, financing challenges, and Scenic Area urban area boundary policy development will continue to require cooperative work in Wasco County and in Oregon on Goal 10.

## Statewide Planning Goal 10

To provide for the housing needs of citizens of the state.

Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

Excerpt from OAR 660-015-0000(10)

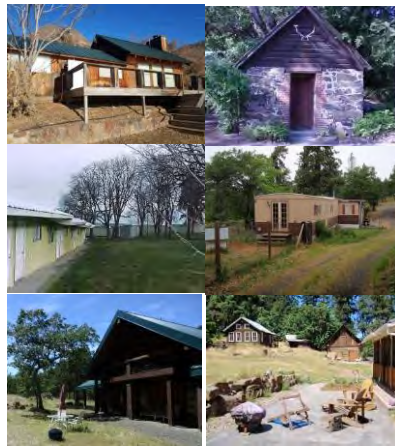
### Cross-Reference:

Additional policies related to this goal: Goal 1, 2, 5, and 14

## Wasco County Goal

### Housing

To provide for the housing needs of the citizens of Wasco County.



## Policies

# 10.1 Policies

**10.1.1** The development of adequate housing for all Wasco County citizens will be encouraged.

### Implementation for Policy 10.1.1:

- a. Mobile homes shall be allowed as a permitted or conditional use on agricultural land for landowners or employees.
- b. Mobile homes are a type of housing that may be allowed ~~as a conditional use on certain forest lands in certain zones.~~ Criteria, development standards and permitting process may vary by zone.
- c. Size limitations for mobile homes should be eliminated for residentially zoned lands to solely include: RR (10), RR (5), RR (2), TV-R, WAM-R (2), and WAM-R (5).
  - 1) During the Land Use and Development Ordinance (LUDO) update, additional criteria related to the manufactured date and design should be evaluated for inclusion in LUDO Section 4.120 (Exterior Finishing of Mobile Homes).

**10.1.2** A variety of housing types, location and densities shall be encouraged.

### Implementation for Policy 10.1.2:

- ~~a. Residential developments should be related to physical site characteristics.~~
- ~~b. Residential developments shall be protected for encroachment of incompatible land uses.~~
- ~~c. a. Multiple family dwellings should be allowed only within the Urban Growth boundaries of the incorporated cities and within excepted areas, including rural service areas, unless connected with farm labor.~~
- ~~b. Planning Department shall keep Land use regulations implemented by the County shall be kept rules current with~~

**Formatted:** Indent: Left: 0.5", No bullets or numbering

**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

**Formatted:** Font: (Default) + Body (Calibri), 12 pt

**Formatted:** Indent: Left: 0.5", No bullets or numbering

new opportunities for diverse and affordable housing, including alternative dwelling types.

c. If state law changes to permit accessory dwelling units in rural residential zoned lands, the LUDO shall permit them:

1). In rural residential lands solely to include: RR (10), RR (5), RR (2), TV-R, WAM-R (2) and WAM-R (5).

2). With a required minimum parcel size that takes in to account setbacks for wells and septic.

3). With considerations to the impact on the transportation system.

**10.1.3** Residential development should occur when public facilities, infrastructure, and services are sufficient to support increased density as permitted by the underlying zone.

**Implementation for Policy 10.1.3:**

a. The creation of new or expanded residential zoned lands shall require an analysis of the impact on infrastructure and public facilities and services, including roads, emergency services, schools, and municipal sanitary waste/water systems.

~~a.b.~~ Residential development requiring a conditional use permit shall include analysis that the proposed use will not exceed or significantly burden public facilities and services, including roads, emergency services, sewer, water, telephone, electric and/or solid waste disposal facilities.

**10.1.4** Expansion of residential lands through zone changes or other zone map modifications shall require analysis of the carrying capacity of the air, land, and water resources.

**Implementation for Policy 10.1.4:**

a. The creation of new or expanded residential lands shall require an analysis of the availability of water for development using best available data.

b. The creation of new or expanded residential lands shall require an analysis of the increased risk of wildfire using best

Formatted: List Paragraph, Right: 0", No bullets or numbering

Formatted: List Paragraph, Right: 0", No bullets or numbering

Formatted: List Paragraph, Right: 0", No bullets or numbering

Formatted: List Paragraph, Right: 0", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering



available data. Mitigation shall be required as condition(s) of approval.

a. —

**10.1.5** Short term rentals shall be managed to mitigate impact to existing residential uses, agricultural and other uses, resources and affordable housing.

**Implementation for Policy 10.1.5:**

- a. The Wasco County Planning Department shall develop and adopt an ordinance to regulate short term rentals in unincorporated Wasco County shall be developed and adopted.
- b. The criteria, rules, and permits governing short term rentals shall be unique, and address specific opportunities and challenges related to short term rentals.

**Formatted:** List Paragraph, Right: 0", No bullets or numbering

## Findings and References

**10.1.a** During Wasco County 2040 2019 outreach, the public were asked if restrictions prohibiting single wide manufactured homes should be removed from the LUDO. Broad approval existed for removing restrictions in residential zones only. Several citizens also expressed their desire, if single wide mobile homes were allowed, to reduce known problems with their maintenance by requiring a pitched roof and setting a manufactured date to prohibit older models with known challenges. Staff is recommending evaluating these provisions at the time of the LUDO update. This information is available in the 2019 Wasco County 2040 Outreach Report.

**10.2.a** During Wasco County 2040 2019 outreach, participants were asked for input on alternative dwelling types. There was significant interest in allowing for tiny homes as permanent dwellings, while conversely respondents expressed their desire to not see RVs allowed as a permanent dwellings. Staff was clear that many of the restrictions on alternative dwelling types relates to State Building Codes. If those rules change, it is clear Wasco County has an interest in allowing for tiny homes as permanent dwellings.

**10.2.b** The 2018 and 2019 legislative session both includes several bills to allow for accessory dwelling units in rural areas. Although the 2018 was modified to only impact UGB lands, Senate Bill 88 in 2019 would allow for counties to permit accessory dwelling units in rural residential lands. Input from the community clearly indicated the majority would like to see ADUs allowed in rural residential zones. Opponents expressed concerns about the impact to health and transportation. The recommended implementation attempts to capture public input. Input on allowing ADUs in all zones was more evenly split, suggesting that if new laws allow for them to be permitted throughout the County it is worthwhile to again solicit public feedback.

**10.3.a** There was significant concern expressed during the Wasco County 2040 outreach work sessions that added residential development could have negative impact on public facilities, infrastructure, and services particularly in rural service areas. In particular, participants were interested in assuring analysis on the impact to capacity be conducted when creating or expanding residentially zoned lands. This is also consistent with language in Goal 10. OAR 660-015-0000(10)

**10.4.a** Goal 10 requires “plans providing for housing needs should consider as a major determinant the carrying capacity of the air, land and water resources of the...area.” OAR 660-015-0000(10)

**10.4.b** Applications for rezones should include analysis of the availability of water. Some of this data can be obtained from the Oregon Water Resources Department. If the rezone is initiated by the County, consultation with the Watermaster on the availability of water should be part of the application.

**10.4.c** Applications for rezones should include an analysis of fire risk, using best available data including CPAW report. Mitigation strategies from CPAW, CWPP, and the NHMP should be leveraged to reduce impacts.

**10.5.a** Citizens were asked to give input on short term rentals. Short term rentals (STRs) are typically defined as housing units that are rented or leased for less than 30 days. STRs are typically advertised through private, web based businesses including Airbnb, VRBO, HomeToGo, LUXbnb, CouchSurfing, HomeAway, and VaCasa. Input favored, slightly, regulating STRs through a unique ordinance. Primarily, residents were concerned about impacts to

neighbors and neighborhoods including nuisance, noise, access, and safety.

## References

Angelo Planning Group (2016). *Housing Strategies Report: The Dalles, Oregon*.

Dinatalie, S. (2017). Assessing and Responding to Short-Term Rentals in Oregon. [https://scholarsbank.uoregon.edu/xmlui/bitstream/handle/1794/22520/DiNatalie\\_final\\_project\\_2017.pdf?sequence=3&isAllowed=y](https://scholarsbank.uoregon.edu/xmlui/bitstream/handle/1794/22520/DiNatalie_final_project_2017.pdf?sequence=3&isAllowed=y)

Oregon Department of Consumer and Business Services Building Codes Division (2017). *Tiny House Memo*. <https://www.oregon.gov/bcd/jurisdictions/Documents/tiny-house-background.pdf>

Oregon. Department of Land Conservation and Development. *Goal 10: Housing*. Oregon's Statewide Planning Goals and Guidelines. Oregon Housing and Community Services (2017). Wasco County Demographic & Housing Profiles. <https://www.oregon.gov/ohcs/DO/shp/profiles/Wasco-County-Housing-Profile.pdf>

Population Research Center (2016). *Coordinated Population Forecast for Wasco County, its Urban Growth Boundaries (UGB), and Area Outside UGBs 2016-2066*.

Planning Oregon (2016). *Building Capacity across Oregon Communities to Address Current Housing Market Challenges*. Proceedings Planning Oregon's Statewide Housing Summit, Portland State University.

Wasco County Planning Department (2009). *Buildable Lands Study for Unincorporated Areas of Wasco County*.

Wasco County Planning Department (2019). Wasco County 2040 Outreach Report.

Formatted: Font: Italic

# Appendix

<b>Wasco County Housing Unit Change – Table 1</b>				
	<b>2010</b>	<b>1980</b>	<b>1970</b>	<b>1960</b>
<b>Wasco County</b>				
<i>Total Housing Units</i>	11,487	9,732	7,289	7,732
<i>Vacant (seasonal &amp; migratory)</i>	1,456	1,718	162	1,070
<i>Occupied Year Round</i>	10,031	8,014	7,127	6,302
<b>Cities</b>				
<i>Antelope</i>	160	32	27	30
<i>Dufur</i>	2,039	236	179	191
<i>Maupin</i>	274	237	171	146
<i>Mosier</i>	250	130	94	104
<i>Shaniko</i>	24	22	20	32
<i>The Dalles</i>	9,028	4,571	3,804	3,644
<i>Warm Springs Reservation</i>	260	131	63	177
<i>Chenoweth Area</i>	752	1,149	786	N/A
<b>Miscellaneous Data</b>				
<i>Total for Unincorporated Areas &amp; Areas Outside U.G.B. &amp; Reservation</i>	NA	3,224	2,145	3,048
<i>Vacancy Rate (%)</i>	NA	17.7	2.2	14.5
<i>% Housing Change from 1960</i>	32.6	32	-1	N/A
<i>Household Size (based on occupied housing units)</i>	2.19	2.62	2.82	3.21

Based on US Census Data. NA= data not available.

## HOUSING ALTERNATIVES IN WASCO COUNTY

A popular topic planners discuss with the public is alternative housing types. We have prepared a primer on alternative housing types and how we work with these housing types in Wasco County.

Planners think of housing in terms of dwelling units. Dwelling units\* have a specific definition, according to land use regulations, that planners adhere to in making determinations. In most cases, rural county zoning discourages higher density (more than one dwelling unit per parcel).



### **Tiny Homes/Park Models/RVs**

Wasco County has a minimum size requirement for dwellings of 18 feet wide in some zones, but no total size requirement. Often the difficulty in permitting dwellings on wheels often arises during the building permit process. Any dwelling approved by Planning has to adhere to Oregon's building code.



### **Mother in Law Suites/Duplexes/ Guest Houses/Accessory Dwelling Units**

Most rural county zones do not permit multiple dwelling units (attached or detached) on one parcel. The exception is for commercial farm related housing. Guest houses, or units without kitchens, are typically permitted.



### **Yurts**

In Wasco County, yurts for housing purposes must adhere to the same dwelling standards as other building types, including meeting standards of Oregon's building code.



### **Vacation Rentals/AirBnB/Hip Camp**

Wasco County does not currently have regulations on vacation rentals. AirBnB style arrangements/ short term rentals where you are renting space in your primary residence may have to go through a home occupation permitting process, so please speak to a planner. Utilizing private land for commercial camping activity (fee camping like Hip Camp) also requires a permit or may be prohibited, depending on your zone.



### **Cabins**

Cabins are not treated differently than other dwelling types. Dry cabins (without running water or sanitary services) are currently not permitted in Wasco County as a dwelling.

*Please note additional restrictions and rules for the National Scenic Area are not captured above.*

\*Dwelling Unit - A lawfully established dwelling is a single-family dwelling which:

- a. Has intact exterior walls and roof structure;
- b. Has indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
- c. Has interior wiring for interior lights; and
- d. Has a heating system.

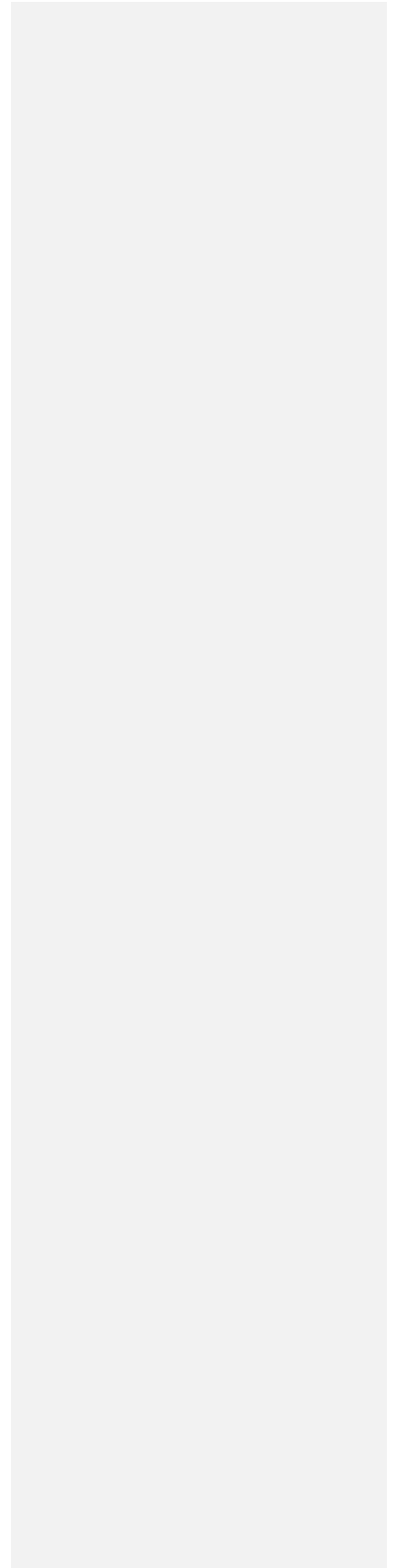


For information purposes only  
Prepared by the Wasco County  
Planning Department

# Goal 14

## Urbanization

---



# Goal14

## Urbanization

### Overview

The urbanization goal is designed to keep separate and distinct urban and rural lands and uses. This includes criteria for converting rural lands to urban, infrastructure requirements for urban lands and limitations on infrastructure for unincorporated, rural places.

With most of the growth occurring in incorporated cities within Wasco County, the cities and the county continue to cooperate to ensure for a balance between urban needs and rural resources.

State land use rules require that each city establish and maintain an urban growth boundary to provide land for urban development needs and to identify and separate urban and urbanizable land from rural land. Joint Management Agreements have been established with the cities of Antelope, The Dalles, Dufur, Maupin and Mosier. Shaniko's urban growth boundary is the same as their city limits.

State land use law also establishes planning and zoning requirements for unincorporated communities outside established urban growth boundaries. Wasco County is responsible for development inside rural service areas including Tygh Valley, Wamic and Pine Hollow. Exception area information is included in the Appendix of this Chapter as Exceptions to Goal #3.

### Impact of the National Scenic Area

The Columbia River Gorge National Scenic Area Act was signed in to law by President Reagan on November 17, 1986. With the creation of this federally designated area, Wasco County amended its zoning map and adopted a separate National Scenic Area zoning ordinance in 1994.

The National Scenic Area has an impact on two of Wasco County's urban areas, The Dalles and Mosier, and one rural service area, Rowena. A unique constraint on expansion of the urban areas The Dalles and Mosier is the National Scenic Area. Beyond state requirements to expand an urban growth boundary, urban areas within the National Scenic Area require federal approval.

Topographic constraints in both The Dalles and Mosier, in addition, limit future expansion to areas that have long standing, productive agricultural uses.

## Statewide Planning Goal 14

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Comprehensive plans and implementing measures for land inside urban growth boundaries should encourage the efficient use of land and the development of livable communities. Excerpt from OAR 660-015-0000(14)

## Cross-Reference

Additional policies related to this goal: Goal 2, Goal 5, Goal 6, Goal 9, Goal 12, Goal 13

## Wasco County Goal

### Urbanization

To provide for an orderly and efficient transition from rural to urban use.





## Policies

**14.1.1** Conversion of rural agricultural land to urbanizable land shall be based upon consideration of each of the following factors:

- a. Environmental, energy, social and economic consequences;
- b. Demonstrated need consistent with other goals;
- c. Availability of alternative suitable locations for the requested use;
- d. Compatibility of the proposed use with related agricultural land; and
- e. The retention of Class I, II, III, IV, V, and VI soils in farm use

**14.1.2** Preserve community identity by encouraging concentration of residential development in and near existing communities.

### Implementation for Policy 14.1.2:

- a. Restrict the subdivision of lands in areas with difficult access, topography or drainage, in areas lacking adequate domestic water supplies; or in areas having severe soil limitations for individual subsurface sewage disposal.
- b. Population growth will be encouraged within the Urban Growth Boundaries of incorporated cities and unincorporated areas designated for residential uses within the comprehensive plan.
- c. Industrial, commercial and dense residential development should be restricted to areas with the urban growth boundaries of incorporated cities as well as rural service centers and planned unit developments.

**14.1.3** Encourage subdivisions to be developed by a planned development approach, maximizing physical design, the retention of open space and reducing adverse impacts.

## 14.1 Policies

**Implementation for Policy 14.1.3:**

- a. Reduce the number of serial partitions where development occurs without planned development approaches through strategic methods like requiring partitions which one or more lots could be further divided, to exceed a total of four or more potential lots, to meet subdivision standards.
- b. Ensure ongoing maintenance of open space and road systems through deed restrictions and HOA requirements.

**14.1.4** Availability of public services shall be made known at the time of application for the development of subdivisions, ~~Planned-planned Unit-unit~~ Developments/developments, and ~~major~~ partitions.

**14.1.5** Subdivision and partitioning activities shall be designed to reduce the County's financial participation in road construction within development areas.

**Implementation for Policy 14.1.5:**

- a. A waiver of remonstrance for future road improvements may be required to be recorded with the County Clerk's office at the time of partition, subdivision or planned unit development application approval.
- a-b. A restrictive covenant agreement requiring acknowledgment of improvement and maintenance costs for local access roads will be required to be recorded with the County Clerk's office at the time of partition, subdivision or planned unit development application approval.

**14.1.6** Utilize available tools and techniques to accommodate needed development and redevelopment, giving preference to urban over rural density.

**Implementation for Policy 14.1.6:**

- a. Investigate modifying rural service area boundaries to increase housing opportunities while preserving farmland.
- b. Explore non-resource zone designation strategies.
- c. Future concept development or planning work should include an alternatives analysis. Alternatives analysis should include high, mid and low to no development scenarios.

- d. Long range planning efforts that include boundary modifications, new zones, or other significant modifications to the land use planning program should include in depth Goal 5 ESEE analysis to determine impact to resources.

# Goal 14

## Findings and References

**14.1.a** Urban growth boundaries (UGB) are intended to accommodate growth and reduce pressure to urbanize rural lands. They are established and maintained by cities and counties to provide land for urban development needs and to identify and separate urban and urbanizable land from rural, resource land. Statewide Planning Goal 14 requires local governments to evaluate land need before establishing or changing UGBs.

**14.6.a** Public input during the visioning phase of Wasco County 2040 indicated a high level of interest in exploring increased opportunities for economic and residential development by lowering agricultural minimum parcel size. Due to constraints in state law, staff explored some alternative strategies to achieve similar goals. Three alternatives were presented in our roadshow event series in 2019. The input can be read, along with analysis and recommendations, in the 2019 Wasco County 2040 Outreach Report.

**14.6.b** The concept of modifying rural service area boundaries to encourage development in lands and downzone lands that are not developable was the most popular among participants during the Wasco County 2040 process. This was presented as a high level concept requiring significant investment in analysis, public participation and development to be adopted.

**14.6.c** The strategy that received the second most amount of public support was described as a non-resource zone designation concept. Again, this was presented as a high level concept several other jurisdictions are exploring and one requiring further work before being codified.

**14.6.d** The Department of Land Conservation and Development transfer development rights programs were also presented to the public as an opportunity to meet needs. This concept was broadly unpopular. If this is pursued in the future, staff recommends spending significant time developing messaging that makes it more easy to understand by the average citizen.

**14.6.e** Input indicated that any analysis should also include the “no development” option. In addition, public concern over new development’s impact on the environment may be mitigated by conducted in depth analysis on Goal 5 resources.

## References

Oregon. Department of Land Conservation and Development. *Goal 14: Urbanization*. Oregon’s Statewide Planning Goals and Guidelines.

[Wasco County Planning Department \(2019\) Wasco County 2040 Outreach Report.](#)

Formatted: Font: Italic



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 COMPREHENSIVE PLAN RELATED TO LAND USE PLANNING GOALS 10 AND 14 IN CHAPTERS 10 and 14 OF WASCO COUNTY 2040, THE COMPREHENSIVE PLAN (FILE NUMBER 921-18-000214)

---

**ORDINANCE # 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

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 tenth task on the work plan was to make amendments to Goal 10 (Housing) and Goal 14 (Urbanization) 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 tenth task on the work plan was to make amendments to provide more flexibility for housing options and development opportunities; also

WHEREAS, extensive public outreach was conducted to ascertain publicly value solutions for housing and economic development strategies; also

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 5 April 2019; and

WHEREAS, all property owners were sent notice of proposed Periodic Review update to the Comprehensive Plan in March 2017 and March 2019; and

WHEREAS, that on 4 June 2019, 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 task 10. 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 3 July 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 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 July 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 task 10 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 17th day of July, 2019.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brad Timmons, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Steve D. Kramer, Commission Chair

**ATTEST:**

\_\_\_\_\_  
Scott Hege, Vice-Chair

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

\_\_\_\_\_  
Kathy Schwartz, County Commissioner



## AGENDA ITEM

### Public Works

---

[WARM SPRINGS WEED CONTROL](#)

---

[ROAD VACATION PETITION](#)

---



## AGENDA ITEM

### Warm Springs Weed Control

---

[REQUEST LETTER](#)

---

[PROJECT DESCRIPTION](#)

---

[WARM SPRINGS AGREEMENT FOR NOXIOUS WEED CONTROL](#)

---

[MOTION LANGUAGE](#)

---



## THE CONFEDERATED TRIBES OF THE WARM SPRINGS

### RESERVATION OF OREGON



Branch of Natural Resources  
Range and Agricultural Department

The Range and Ag Department is seeking **procurement by a noncompetitive proposal to contract to Wasco County, Weed & Pest Department for \$40,000.00.** The justification for this consideration is under the following circumstances:

Background: The goal of this noxious weed program is to slow the spread of noxious weed species, reduce existing populations, and prevent introduction of additional exotic plants throughout Wasco County and The Warm Springs Reservation and our Ceded Lands. The objective is to coordinate weed control efforts across many jurisdictional boundaries to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife habitat, human and animal health, and recreational activities.

This project is a comprehensive program for noxious weeds located on all lands within Wasco County that lie within and immediately adjacent to the Reservation and our Ceded Lands. The project includes survey, noxious weed identification and control, coordination and communication between local and Federal jurisdictions, and citizen education. The primary focus for Wasco County will be inventory, treatment, and monitoring. Treatment may occur within other counties on the reservation as funding dictates.

Strategies for noxious weed management will follow guidance described in the Vegetation Management Noxious Weed Control Plan and Assessment (2014) for preventing and managing invasive plants. The project will comply with standards and guidelines in the Vegetation Management Noxious Weed Control Plan and Assessment (2014).

Inventory, mapping, and monitoring data will be used to prioritize treatment areas and formulate recommendations regarding the efficacy and feasibility of various control measures within treatment areas. All sites will be mapped and recorded in GIS. Treatment data will be entered into Warm Springs BNR database. Treatment methods may include biological control, mechanical, and herbicide application.

Noxious weeds pose a serious threat to both the economic and ecosystem health of the reservation and ceded lands. Negative impacts include: impeding rangeland health, degrading fish habitat, choking waterways, and replacing native species and beneficial plants with non-palatable or poisonous species. By removing, controlling, and preventing noxious weed infestations, this project improves general watershed, rangeland, and forest health while

preserving economic and recreational uses of the reservation, as well as protecting aesthetic beauty.

The Warm's Reservation and Wasco County both seek to properly manage these resources for the benefit of our Tribal citizens. Wasco County also has an active weed board made up of local landowners and interested citizens, and representatives from government agencies.

1) Wasco County is a government agency.

The counties have regulatory capabilities by state laws:

569.350 Necessity of eradication of weeds; cooperation in control and eradication

569.355 State and counties to control noxious weeds

569.360 County governing body may create weed control district; petition for special Weed Control District

569.370 Weed inspectors; appointment; duties; compensation

569.375 Notice of district creation and weeds to be controlled

569.380 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures

2) Counties work and contract with the US Forest Service and BLM to help them manage their noxious weeds.

3) The Wasco County's Weed District includes a portion of our Ceded Lands

**Noxious Weed Control Range & Agriculture**  
**Department**  
**Confederated Tribes of Warm Springs**

**Project Description**

The Range and Agriculture Department will be contracting with the Wasco County Weed & Pest Department to treat, survey and monitor noxious weeds. This contract will begin June 1, 2019, and end December 30, 2019

**Scope of Work and Requirements**  
**For Noxious Weed Control & Monitoring**

- Noxious Weed Contract will be completed by December 30, 2019.
- The Applicators must have a minimum of 5 years of applying herbicides for control of noxious weeds, weed identification, survey and related work.
- Contractor must have insurance covering direct liability for the acts of his employees and agents for which he/she is legally responsible.
- Survey Areas: Areas to be surveyed will be identified and mapped with Global Positioning Systems (GPS) by the Range and Ag Department.
- Contractor will provide to the Tribes a final report, spray reports, maps and/or GPS points showing treatment areas, dates, times, that were treated or surveyed.
- Contractor will furnish a copy of his or hers pesticide applicators license.
- Contractor will furnish a detail cost sheet showing labor, and equipment costs.
- Payment for work will be at the end of the field season or reporting cycle.

There are 6 projects areas listed:

Perennial Pepperweed	Diffuse knapweed
Mediterranean sage	Russian knapweed
Leafy spurge	Dalmation toad flax

(See Map)

THE CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON

P.O. Box 1169, Warm Springs, OR 97761 (541)553-3254



**CONTRACT AGREEMENT**

CONTRACT # \_\_\_\_\_

The Confederated Tribes of the Warm Springs Reservation of Oregon (the TRIBES) and  
**Wasco County Weed & Dept.** (CONTRACTOR) agree as follows:

1. Term of Contract.

The Term of this contract shall be from June 1, 2019 to December 30, 2019

2. Performance of Services.

During the term of this contract, the CONTRACTOR shall provide the service described in Appendix "A" attached hereto and incorporated by reference. Throughout the term of this contract and in the course of performing the services, the CONTRACTOR is and shall be an independent contractor, free from control and/or direction over the performance of such services by the TRIBES. Further, the CONTRACTOR shall in no sense be considered an employee or agency of the TRIBES, nor shall CONTRACTOR, its servants, agents, employees or subcontractors be entitled to, or eligible to participate in any benefit(s), privilege(s), or plan(s) given or extended by the TRIBES to its employees.

3. Project Coordinator.

The TRIBES will name a Project Coordinator in Appendix "A" who will serve as the TRIBES' contract administrator for this contract. During the term of this contract, the Project Coordinator will have the following responsibilities and/or authorities:

- (A) Approval of the CONTRACTOR'S invoice(s) for payment;
- (B) Monitor the CONTRACTOR'S compliance with the terms of the contract;
- (C) Notify the TRIBES immediately of any breach of contract on the part of the CONTRACTOR and/or the TRIBES;
- (D) Approval of minor contract modifications and changes which do not affect the contract price or substantially alter the scope of services.

4. Payment.

The TRIBES agrees to pay the CONTRACTOR for service(s) rendered in accordance with the terms and conditions specified in Appendix "A" attached to this instrument. This contract carries no additional cost or expenses reimbursement and payment(s) are based solely upon the rate(s) noted in Appendix "A".

5. Benefits and Taxes.

- (A) The CONTRACTOR is not eligible for any Federal Social Security, State Worker's Compensation, or Unemployment Insurance benefits from the TRIBES by virtue of payment(s) received from the TRIBES except as a self-employed individual.
- (B) The CONTRACTOR is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payment(s) received from the TRIBES, if any, and all Employer taxes, charges and/or obligations on behalf of servants, agents or employees of the CONTRACTOR.

6. Reporting Requirements

The CONTRACTOR shall furnish reports to the TRIBES at the intervals designated in Appendix "A".

7. Contractor's Representation.

The intent of this contract is to secure for the TRIBES, the service(s) specified in Appendix "A" and to preclude the CONTRACTOR from engaging in similar service(s) during the term of this contract which would be adverse to the interest(s) of the Tribe. The CONTRACTOR therefore represents that he/she has no outstanding obligations to other organizations, and will not enter into any other obligations or agreements during the term of this contract, which, in the sole opinion of the TRIBES, would conflict with the interests of the TRIBES.

8. Privacy Act

The CONTRACTOR agrees to comply with the Privacy Act of 1974 as well as the rules and regulations issued pursuant to the Act in design, development, or operation of any system of records on individuals in order to accomplish a function when the agreement specifically identifies the system(s) of records and the work to be performed by the CONTRACTOR in terms of any one or a combination of the following:

9. Modification Options.

This contract may be modified by concurrence of both parties; and all such modifications must be documented. This instrument, including any attached appendix(s) and/or modification(s) contains the entire and only agreement made between the TRIBES and the CONTRACTOR.

10. Termination.

- (A) The TRIBES shall have the right and the power to terminate the whole or any part of this contract upon the occurrence of any of the following:

- (1) Failure of the CONTRACTOR to perform the services listed in Appendix "A" within the specified time period; and/or failure to correct such nonperformance within ten (10) calendar days of notification of "failure to perform".
  - (2) Failure of the CONTRACTOR to perform any of the other provisions of this contract, or failure to progress so as to endanger performance of the contract.
  - (3) Unauthorized disclosure of information.
  - (4) Failure of the CONTRACTOR to maintain insurance as required in Appendix "C".
  - (5) Without cause, upon thirty (30) calendar days written notice.
- (B) The CONTRACTOR shall have the right and power to terminate the whole or any part of this contract upon the occurrence of any of the following:
- (1) Failure of the TRIBES to make payment for the CONTRACTOR'S services in accordance with the provisions specified in Appendix "A" under payment terms.
  - (2) Without cause, upon thirty (30) calendar days written notice.
- (C) The rights and remedies of the TRIBES provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under the terms of the contract.

11. Liquidated Damages

Liquidated damages for delay shall be assessed against the CONTRACTOR for failure to perform all of the services listed in Appendix "A", page 1, within the specified time period if the delay is caused by the CONTRACTOR, CONTRACTOR'S employees and agents, or any person or entity for whose acts the CONTRACTOR may be responsible. Liquidated damages will be charged at the rate of \$ 0 per day for every day the CONTRACTOR exceeds the specified date for the completion of the contract.

CONTRACTOR'S Acknowledgment \_\_\_\_\_

12. Disposition of Materials.

The CONTRACTOR will ensure that all information and materials provided by the TRIBES or developed and/or generated in the performance of the service(s) specified in this contract will be kept confidential at all times. CONTRACTOR shall not disclose any such information and materials to any unauthorized person. At termination of this contract for any reason, the CONTRACTOR shall prepare and ship f.o.b. destination or hand deliver to the TRIBES, all of the materials received from the TRIBES, as well as all residual materials produced in connection with the performance of the service(s) of this contract, unless otherwise directed by the Project Coordinator. All materials produced, or required to be delivered under this contract, become and remain the property of the TRIBES. (This does not include the normal records necessary to be maintained by the CONTRACTOR).

13. Compliance with Law.

CONTRACTOR, its subcontractors, servants, agents and employees shall comply with all applicable laws, rules and regulations in the performance of the contract.

14. Records Retention.

The CONTRACTOR agrees to provide access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions to the Federal Grantor Agency, the Comptroller General of the United States and of their duly authorized representatives and the TRIBES for a period of not less than three (3) years from the termination and/or completion of this contract.

15. Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in said suit or action or appeal therefrom.

16. Notices.

Any notice required or permitted under this contract shall be given when actually delivered or when deposited in the United States mail as certified mail addressed to the parties as indicated below their signatures, or to any such other address as may be specified from time to time by either of the parties to the other in writing.

17. Indemnity Agreement.

CONTRACTOR shall indemnify and defend The TRIBES from any claim, loss, or liability arising out of or related to any activity of the CONTRACTOR pursuant to this contract.

18. Documents.

Attached hereto and made a part of this contract are the following documents:  
(Appendix "A, "B" and "C").

IN WITNESS whereof, the said parties have hereunto set their hands the day and year as follows.

Dated this 01 day of June, 20 19.

TRIBES:

THE CONFEDERATED TRIBES  
OF THE WARM SPRINGS  
RESERVATION OF OREGON

By: Bill Ryland

Title: Range land & Ag manager Acting

By: [Signature]

Title: GM BNR

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Social Security number or Employer  
Identification number (for 1099).

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Appendix "A"

Project: Noxious Weed Control & Monitoring

Term of Contract: From: June 1, 2019 To: December 30, 2019

Project Coordinator: Bill Reynolds

Payment Terms:

- (1) The basic CONTRACTOR'S fee to be paid by the TRIBES will be

Lump Sum

\$ 40,000.00 per N/A.

- (2) Any indirect costs associated with the CONTRACTOR'S performance of the service(s) are included in the basic CONTRACTOR'S fee specified in part (1) above.

- (3) Additional financial reimbursement shall be made as follows(list, or insert none).

**none**

The total amount of the money expended for all fees and expenses contained in this paragraph during the term of the contract shall not exceed \$ 0.00.

The TRIBES shall have no obligation or responsibility to the CONTRACTOR for fees and expenses incurred by the CONTRACTOR in excess of this amount.

- (4) The TRIBES will make payment(s) to the CONTRACTOR for services rendered which have been approved by the Project Coordinator. Such approved payments will be made within thirty (30) calendar days of receipt of the CONTRACTOR'S approved invoice(s).

Services to be provided: (List services to be performed).

**To survey, treat and monitor noxious weeds under the direction to the Range & Ag Department. To oversee the annual Deschutes River survey, inventory and treatment and of leafy spurge, Yellowflag irs and other noxious weeds.**

**Services will be charge out at the following rates:**

**Labor/Employee**

**Merle Keys- \$60.00 per hour**

**Wes Anderson- \$32.00 per hour**

**Vehicles**

**Polaris/Gator- \$ 36.00 per hour**

**Trucks ( 2102, 2104, 2106) - \$ 38.00 per hour**

Appendix "A"

Reporting Schedule:

(Date, Time, etc.; or insert none)

**Reports are required end of the field season for BIA reporting as requested by the Range and Ag Department. When the contractor is invoicing, we will need to receive a report for work completed.**

Indemnity Requirements:

(Bonds, Liability insurance, etc.; or insert none)

**NONE**

Other Considerations:

(List if any, or insert none)

**NONE**  
\_\_\_\_\_

Appendix "B"

Rules and Regulations Governing Performance: (List if any or insert none)

**Follow all Vegetation Management Standards and Best management Practices as outline in the Noxious Weed Management Project Assessment 2014. There will be no herbicide treatments within 200 foot of water.**

---

Appendix "C"

INSURANCE CONVERAGE REQUIREMENTS FOR FORESTRY CONTRACTS UTILIZING EQUIPMENT.

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. Certificate shall be mailed to:

The Confederated Tribes of Warm Springs  
PO Box 1169  
Warm Springs, Oregon 97761  
Attn: Contract Coordinator

Liability Insurance Requirement:

General Aggregate	at least \$2,000,000.00
Products & Completed Operations	at least \$1,000,000.00
Personal & Advertising Injury	at least \$1,000,000.00
Each Occurrence	at least \$1,000,000.00
Loggers Broad Form Property Damage	at least \$1,000,000.00
Fire Damage	at least \$50,000.00
Medical Payments	at least \$5,000.00

Automobile Liability Insurance

Owned, Non-Owned, Hired Automobiles	at least \$500,000.00
	Combined Single Limit

Worker's Compensation & Employer's Liability	\$500,000.00 Each Accident
	\$500,000.00 Disease
	\$500,000.00 Disease Each Employee

Additional Conditions

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.

Appendix "C"

**INSURANCE REQUIREMENTS FOR CONTRACTS OTHER THAN FORESTRY CONTRACTS  
UTILIZING EQUIPMENT AND PROFESSIONAL SERVICE CONTRACTS.**

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. Certificate shall be mailed to:

The Confederated Tribes of Warm Springs  
PO Box 1169  
Warm Springs, Oregon 97761  
Attn: Contract Coordinator

Liability Insurance Requirement:

General Aggregate	at least \$600,000.00
Products & Completed Operations	at least \$600,000.00
Personal & Advertising Injury	at least \$300,000.00
Each Occurrence	at least \$300,000.00

Automobile Liability Insurance

Owned, Hired	<u>Bodily Injury</u>	at least \$50,000.00 Per Person
Non-Owned (If Have Employees)		at least \$100,000.00 Per Occurrence
	<u>Property Damage</u>	at least \$25,000.00
Or a combined single limit of		at least \$100,000.00

<u>Worker's Compensation &amp; Employees Liability</u>	\$500,000.00 Each Accident
	\$500,000.00 Each Disease
	\$500,000.00 Disease Each Employee

Additional Conditions

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.
2. Designated limits for specified project endorsement CG2503 shall be endorsed on the CONTRACTOR'S policy.

Appendix "C"

INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACT.

Unless otherwise provided herein the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work, the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. The certificate shall be mailed to:

The Confederated Tribes of Warm Springs  
PO Box 1169  
Warm Springs, OR 97761  
Attn: Contract Coordinator

Liability Insurance Requirement:

General Aggregate	at least \$200,000.00
Products & Completed Operations	at least \$200,000.00
Personal & Advertising Injury	at least \$100,000.00
Each Occurrence	at least \$100,000.00
Professional Liability	at least \$100,000.00
Fire Damage	at least \$50,000.00
Medical Payments	at least \$5,000.00

Automobile Liability Insurance:

Owned, Non-Owned, Hired Automobiles	at least \$ 100,000
	Combined Single Limit

<u>Worker's Compensation &amp; Employees Liability</u>	\$500,000 Each Accident
	\$500,000 Disease
	\$500,000 Disease Ea. Employee

Additional Conditions:

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.



THE CONFEDERATED TRIBES OF  
THE WARM SPRINGS RESERVATION OF OREGON

Contract Number /\* \_\_\_\_\_

**Contract Description Form**

(Instruction On Next Page)

**Type I**

- ☐ Purchasing Contract  
☒ Professional Services  
☐ Maintenance Agreement  
☐ Licensing Agreement

**TYPE 11**

- ☐ Revenue  
☐ Grant Funding  
☐ Intergovernmental Agreement

Amendment to above, Number: \_\_\_\_\_ Amendment to above, Number: \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_) (Original Contract Amount \_\_\_\_\_)

Contact Person: Bill Reynolds Phone: 541-553-2010 Date: June 1, 2019

Department: Natural Resources Program: Range & Ag BLDG: NA

Description of Contract: Survey, treat and monitor Noxious Weeds on the Warm Springs Reservation lands. We will be working  
on 5 projects to include the annual Deschutes River project for this field season. (See map for locations.)

RFP/Bid #: NA Date of RFP/Bid: NA Date of Exemption: NA

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE  
☐ Indian ☒ Other ☐ Indian ☒ Other

Contractor Name: Wasco Co. Weed & Pest Department Fund Source: BIA Noxious Weeds

Mailing Address: 2705 E 2<sup>nd</sup> St General Ledger Code: 123-219-64002  
The Dalles Or 97058

**Payment Terms:**

Phone: 5415062650

Lump Sum: \$ \$40,000.00

Employer ID # or SS #\* 93-6002315

Monthly: \$ \_\_\_\_\_

Effective Date: 6/1/19

Other: \$ \_\_\_\_\_

Termination Date: 12/30/19

Requirements contract-acquisition required:

Total Amount of Agreement: \$40,000.00

Purchase Order #- \_\_\_\_\_

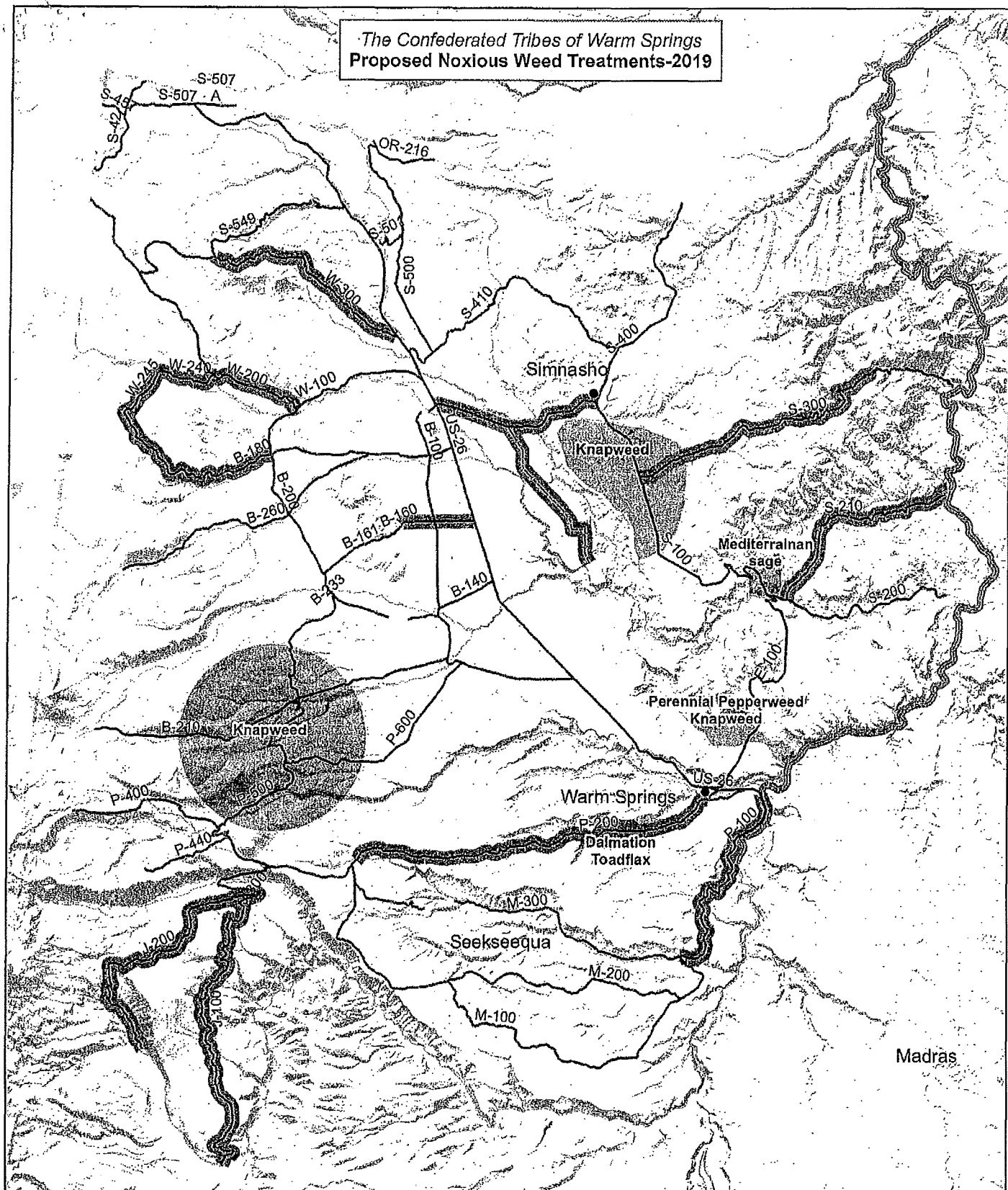
**Required Signatures:**

Signed: [Signature] Date: 5-20-19

Signed: [Signature] Date: 5-28-19

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

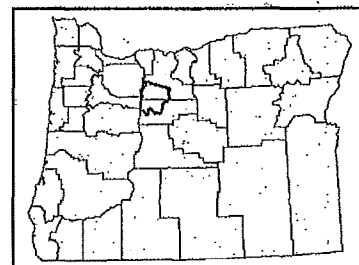
The Confederated Tribes of Warm Springs  
Proposed Noxious Weed Treatments-2019



1:310,000  
0 1 2 3 4  
Miles

1/2/19  
CTWS GIS m/s  
Map Intended for display purposes only.

- Proposed Treatment Areas
- Proposed Roads for Treatment
- Proposed Leafy Spurge Treatment
- Major Roads
- Named Streams
- Reservation Boundary







## MOTION

**SUBJECT:** Weed Control Agreement

---

I move to approve the Contract Agreement with the Confederated Tribes of the Warm Springs Reservation for the provision of noxious weed control services.



## AGENDA ITEM

### Road Vacation Petition

---

[STAFF MEMO](#)

---

[VACATION PETITION – PORTION OF CATRON ROAD](#)

---

[ROAD VACATION REPORT ORDER](#)

---

[MOTION LANGUAGE](#)

---



## MEMORANDUM

**SUBJECT: PETITION TO VACATE A PORTION OF CATRON ROAD, THE DALLES OREGON**

---

**TO: BOARD OF COUNTY COMMISSIONERS**

---

**FROM: ARTHUR SMITH**

---

**DATE: JUNE 13, 2019**

The Wasco County Public Works has received a properly prepared petition by landowners to vacate a portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and southeast of Mosier, Oregon. The requested section of road is approximately 0.40 miles in length. See attached petition and maps.

The petition included the required information:

1. A legal description of the road proposed to be vacated.
2. A statement of the reason for requesting the vacation of the road.
3. Names and addresses of all persons affected by the road proposed to be vacated.
4. Notarized signatures of either owners of 60 percent of the land abutting the road proposed to be vacated or 60 percent of the owners of land abutting the road to be vacated.

The petitioners also deposited with the Public Works Department a check in the amount of \$500.00 which is the correct fee for initiating a petition for vacation of a road or public right-of-way.

**Per ORS 368.346, to move forward with this request, the Wasco County Board of Commissioners would need to direct the County Road Official to prepare a written report on the proposed vacation.**

The report must contain:

1. A description of the ownership of the road proposed to be vacated.
2. A description of the present use of the road proposed to be vacated.
3. An assessment of whether the vacation would be in the public interest.

## PETITION

TO THE WASCO COUNTY BOARD OF COMMISSIONERS  
511 WASHINGTON STREET  
THE DALLES, OR 97058

LADIES/GENTLEMEN:

We, the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of:

### DESCRIPTION

I am requesting the vacation of the portion of Catron Road, starting from 1110 feet west of Dry Creek Road, through to the North Westerly property line of my property. My property's legal description is T2N, R12E, Sec 18, quarter parcel #1200 AKA 1885 Dry Creek Road, Mosier, RO 97040

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road or street.

### REASON TO VACATE

This road way is not an improved county road. It is currently used and maintained only by my two neighbors and myself as our driveway. I am only requesting termination from the point beyond where the two neighbors access their properties, through to the back of my property. The reason for this requested vacation is, that to minimize tree removal, the building site for my new home will sit on a portion of this dedicated road way. I wish to relocate my driveway to improve my building site and to improve the grade of the existing driveway to the lower section of my property.

LIST OF ALL ABUTTING LANDOWNERS

ADDRESS

Doug Lee

1885 Dry Creek Road, Mosier, RO 97040

All petitioners must be owners of property abutting the road sought to be vacated. Each petitioner must attaché a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.

PETITIONED ROAD: Castro Road

NAME OF PETITIONER/ADDRESS

Doug Lee



Signature

STATE OF

Washington

COUNTY OF

Clallam

DATE June 3rd, 19 <sup>KW</sup>2019

Personally appeared the above named

Doug Lee

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Notary Public for Washington (State)

My Commission Expires: October 6th 2022

Note: If ownership is jointly held, simply add another signature line.

## PETITION

TO THE WASCO COUNTY BOARD OF COMMISSIONERS  
511 WASHINGTON STREET  
THE DALLES, OR 97058

LADIES/GENTLEMEN:

We, the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of:

DESCRIPTION I am requesting the vacation of the portion of Catron Road, starting from \_\_\_\_\_ feet west of Dry Creek Road, through to the North Westerly property line of my property. My property's legal description is T2N, R12E, Sec 18, quarter parcel #1200 AKA 1885 Dry Creek Road, Mosier, RO 97040

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road or street.

REASON TO VACATE This road way is not an improved county road. It is currently used and maintained only by my two neighbors and myself as our driveway. I am only requesting termination from the point beyond where the two neighbors access their properties, through to the back of my property. The reason for this requested vacation is, that to minimize tree removal, the building site for my new home will sit on a portion of this dedicated road way. I wish to relocate my driveway to improve my building site and to improve the grade of the existing

LIST OF ALL ABUTTING LANDOWNERS

ADDRESS

Gary L. Catron

1955 Dry Cr. Rd.

X Gary & Catron

FORREST D. EVANS

1450 DRY CREEK RD

X James D. Evans

All petitioners must be owners of property abutting the road sought to be vacated. Each petitioner must attach a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.





# Wasco County Public Basemap

[Visit our home page](#)

Find address or place



+

-

+

+

+

300ft

-121.358 45.655 Degrees







Visit our home page

Find address or place

dry Creek

CATHAN RD

End of Vacation

Part	df
Beginning	

CATRON RD

300ft

-121.359 45.655 Degrees





IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DIRECTING THE PUBLIC WORKS DIRECTOR TO PREPARE HIS REPORT ON THE PROPOSED VACATION OF A PORTION OF CATRON ROAD, LOCATED IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN; LYING WEST OF DRY CREEK ROAD AND SOUTHEAST OF MOSIER, OREGON AND BEING APPROXIMATELY 0.40 MILES IN LENGTH

**ORDER #19-090**

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 OF COMMISSIONERS: That a Petition, a copy of which is attached hereto and by this reference made a part hereof, has been duly filed seeking the vacation of Davis Cut-off Road:

**LEGAL DESCRIPTION**

A portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and southeast of Mosier, Oregon and being approximately 0.40 miles in length.

Attached hereto and by this reference made a part here of is a map marked Exhibit A.

IT FURTHER APPEARING TO THE BOARD OF COMMISSIONERS: That pursuant to ORS 368.346 when a vacation proceeding has been initiated by Petition the Wasco County Board of Commissioners shall direct the County Road Official to prepare and file with the County Board of Commissioners a written report pursuant to ORS 368.346(1).

NOW, THEREFORE, IT IS HEREBY ORDERED: That the County Director of Public Works examine the above-described road and file a written report pursuant to ORS 368.346(1).

DATED this 3<sup>rd</sup> day of July, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Brad Timmons, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## MOTION

**SUBJECT:** Road Vacation Report

---

I move to approve Order 19-090 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Catron Road.



## AGENDA ITEM

### Revenue Policy

---

[STAFF MEMO](#)

---

[REVENUE POLICY](#)

---

[MOTION LANGUAGE](#)

---



## MEMORANDUM

**SUBJECT: Finance Policies**

---

**TO: BOARD OF COUNTY COMMISSIONERS**

---

**FROM: KAYLA NELSON**

---

**DATE: JUNE 13, 2019**

### **Finance Policies Overview**

Wasco County is committed to responsible fiscal management through financial integrity, planning, accountability, and transparency. The broad purpose of these Financial Policies is to enable the County to achieve and maintain a long-term stable and positive financial condition.

### **Financial goals**

The policies are designed to guide day-to-day and long-range fiscal planning and decision making, and to achieve the following general financial goals:

1. Ensure the appropriate and approved use of taxpayer funds.
2. Deliver cost effective and efficient services to citizens.
3. Provide the financial stability needed to navigate through economic downturns, adjust to changes in the service requirements of the community, and respond to other changes as they affect the County's residents.
4. Adhere to the highest standards of financial management and reporting practices as set by the Government Finance Officers Association, the Governmental Accounting Standards Board and other related professional financial standards.
5. Fully comply with finance related legal mandates, laws and regulations.
6. Protect and enhance the County's credit rating so as to obtain the lowest cost of borrowing and also to assure taxpayers and the financial community that the County is well managed and financially sound.

To achieve these goals, financial policies generally cover areas of revenue management, operating and capital budgeting, financial planning and forecasting, investment and asset management, debt management, accounting and financial reporting, reserves and internal controls.

These policies are to be reviewed and updated every other year as part of the annual budget preparation process. The Finance Department is responsible for maintaining policies, with oversight from the County Administrator and approval from the Board of County Commissioners.

**Policies structure**

The structure of the Wasco County Financial Policies is highlighted below:

- 1) Budget
- 2) Revenue
- 3) Expense
- 4) Contracting and Purchasing
- 5) Cash Management, Internal Controls, Financial Reporting, and Auditing
- 6) Investment
- 7) Debt Management
- 8) Fund Accounting and Chart of Accounts
- 9) Fund Balance



## **WASCO COUNTY FINANCIAL POLICIES**

### **REVENUE POLICY**

*Adopted: 07/03/2019*

#### **A. REVENUE**

Wasco County ("County") will strive to maintain a diversified and stable revenue system. All new revenue sources should be considered by the following:

- Sustainability of the programs the revenue supports
- Administrative costs
- Operational costs
- Ongoing maintenance
- Acceptance by the public

One time revenues should be used for one-time expenditures only. If circumstances dictate use of one-time revenues for recurring expenditures, justification must be presented to the County Administrator and the Board of County Commissioners with a plan to end dependence on the one time revenue.

The County will not respond to revenue shortfalls with deficit financing or borrowing to support on-going operations. Expenses will be reduced to existing forecasted revenue or additional revenue will be considered.

Each year, the County's departments will evaluate fees and the full costs of activities supported by user fees to identify the impact of inflation and appropriate level of cost recover as directed by the intent of the Board of County Commissioners.

#### **Acceptable Forms of Payment**

Payments to the County are acceptable via ACH, Cash, Check, Credit / Debit Card. Credit card payments are subject to established provider rates, to be disclosed at the time of payment.

## **New Sources of Revenue**

All new sources of revenue should be evaluated by the Finance Department to establish whether alternate methods of recording and depositing are necessary.

## **Returned Checks**

The County will charge a fee for all returned checks as established by the current fee schedule.

## **B. ACCOUNTS RECEIVABLE**

Wasco County maintains generally accepted controls over its Accounts Receivables (AR) to ensure they are accurately recorded and accounted for and best practices are adopted and followed.

Wasco County shall implement appropriate controls over its accounts receivables to ensure:

1. All AR invoices and receipts are recorded into Wasco County's Accounts Receivable ledger in an accurate and timely manner
2. Any AR invoices connected to a Receivables Contract are duly applied to the Contract
3. Overdue AR Customer balances are processed in accordance with the Debt Collection & Write-Off Policy
4. There is appropriate segregation of duties, or alternative controls when necessary, in relation to the processing of AR transactions and the processing of cash receipts
5. The AR ledger balances are actively reviewed by Wasco County's Finance Director / Finance Manager in consultation with the relevant staff member(s) in order to maximize cash flow and minimize exposure to bad debt risk
6. Wasco County's Financial Statements include an accurate presentation of Wasco County's AR activity and balance.

Wasco County is committed to addressing Customer queries both promptly and accurately, and in a manner to enhance the collection of any outstanding balances.

Wasco County's Finance Manager is responsible for developing, implementing, and maintaining controls and procedures for the recording, monitoring and collection of accounts receivables, as well as the controls and procedures for issuing credit notes and refunding overpaid invoice balances. He or she is also responsible for communicating to the Finance Director, the County Administrator, and Board of Commissioners when issues occur.

## Credit Memos

In accordance with Wasco County's separation of duties and other Revenue Policies, credit memos shall only be issued where:

1. There is an appropriate and / or authorized need to decrease the price and / or quantity of goods or services invoiced
2. There is a bad debt and a credit note is required to affect the removal of the balance owing from the accounts receivable ledger
3. Overpaid invoices will only be refunded provided that there are no other outstanding balances, unless legal considerations require otherwise

## C. GRANTS

### Definition and Purpose

The definition of a grant for purposes of this policy is as follows: An award of financial assistance in the form of money or property by a funding source including the federal government, state government, other local governments, non-profit agencies, and private businesses and citizens that the County has the ability to accept or reject.

The purposes of the grant policies outlined in this document are:

- To ensure proper oversight of all funds appropriated to the County.
- To minimize the County's risk of non-compliance with grant requirements.
- To ensure proper administration and accounting of all grants.

### Scope

This policy is applicable to any Wasco County program, department and/or office preparing and submitting grant applications to agencies outside the County government for funds, materials or equipment to be received and administered by the County or by an agency for which the County acts as fiscal agent. If grant policies and regulations conflict with regulations and policies of the County, the federal and state regulations will prevail unless they are less restrictive than County policies-where County policy prevails.

Any unapproved submittal by any County program, department and/or office, in violation of these grant procedures shall not bind the County.

### Central Responsibility

The County Administrative Officer authorizes the Finance Department to promulgate any procedures related to grant management. The Finance Department will maintain the back-up file for all grants in order to facilitate management reporting and overall monitoring. The



required central grant file will be maintained by the department seeking grant funds and must be retained in accordance with the Oregon Secretary of State retention standards.

For Federal grants, the department should ensure compliance with the Federal Office of Management and Budget (OMB) general requirements and any other state and/or federal requirements specified in the grant conditions. However, the department responsible for the grant has the primary responsibility to ensure compliance with all grant terms.

### **Grant Application Procedures**

The Department Director or their designee should sign the grant application as approval that funds are available and that they are supportive of the fiscal impacts to their department.

Upon the department completing its financial assessment, they shall prepare and submit a Grant Approval Form to the Finance Department with the original grant application, along with any required assurances and conditions prior to submitting the application to the grantor agency for approval. The Finance department will obtain the County Administrator's approval and notify the department that the application has been approved.

If the grant is incorporated into the Adopted Wasco County Budget and appropriated, then no additional Board approval is required for the application and acceptance of the grant; however, supporting documentation to assist in monitoring of the grant should be forwarded to the Finance Department.

All grant award acceptances must have approval from the County Administrator and the Board of Commissioners. This action will involve preparation of a Board of Commissioners agenda item for inclusion on the next regular meeting agenda for consideration. In order for an item to be considered at a board meeting, the department must forward the required Board report and any necessary documentation to the Executive Assistant to the Board of Commissioners in accordance with Board of Commissioners agenda procedures.

In the event that a grant application is denied by the grantor, a copy of the letter of denial shall be forwarded to the Finance Department for their records.

### **Grant Acceptance Procedures**

The grant award letter/acceptance agreement (notification received detailing the amount of the grant awarded, grant assurances and special conditions, and the guidelines that must be followed to comply with the grant requirements) will be forwarded to the Finance Department, who will review the grant award for reporting requirements, special conditions, and deadlines related to administering the grant.

In order for expenditures to be processed against a grant, a budget appropriation must be established through Board Action. If the grant expenditures will require a change in the Adopted Budget, the Finance Department will submit a Budget Change Request to the Board of County

Commissioners. The Board of County Commissioners will authorize the grant acceptance by vote.

Upon obtaining a copy of the Board action approving a grant, the Finance Department will assign any necessary accounts codes or projects to track the funds and communicate to the department utilizing the grant the relevant codes. For reimbursable grants, all reimbursement requests should be copied and forwarded to Finance, noting the applicable account code for the receipting of the funds. Finance will notify the Treasurer of such anticipated receipts of revenue for those reimbursements made to the County.

## **Grant Monitoring and Reporting**

### ***Monitoring of Grants***

Departments are responsible for continuous monitoring of the financial status of grants. The Finance Department will provide departments with access of monthly financial reports for such monitoring. Departments must review the monthly financial reports and notify the Finance Department promptly of any discrepancies noted and/or any additional reports needed.

Departments must also monitor grants for compliance with all applicable federal, state, and local regulations and ensure that grant expenditures are in compliance with grant procurement policies and procedures. Departments should contact Finance if assistance is needed with compliance issues.

### ***Grant Reporting***

The requesting department is responsible for providing financial reports to grantors. If it is determined that the report preparation is to be handled by the Finance Department, this must be indicated on the Grant Processing Request Form.

All reimbursement requests should be copied and forwarded to Finance for review and monitoring of timeliness of revenue reimbursements.

## **Indirect Costs**

Grant applicants may request indirect costs if the application guidelines do not require a federally approved indirect cost rate and indirect cost are allowed in the grant. Departments should contact the Finance Department for assistance with identifying and calculating indirect costs for inclusion in grant applications. These funds may be used by the Finance Department to offset costs in overseeing the grant including staff time, external auditor expenditures, etc.

## **New Personnel**

New positions created by grant funding require approval by the County Administrator and Board of County Commissioners and fully disclosed in the information provided. Grant funded positions are subject to the grant award and acceptance. These positions are considered

temporary. Any position(s) created are subject to the standard county policies regarding personnel.

**County Administrator Exemption**

The County Administrative Officer may exempt any grants from this policy at his/her sole discretion.

APPROVED this 3rd day of July, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS

---

Steven D. Kramer, Commission Chair

---

Kathleen B. Schwartz, County Commissioner

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Bradley Timmons  
Wasco County Counsel



## MOTION

**SUBJECT:** Finance Revenue Policy

---

I move to approve the Wasco County Revenue Policy.



## AGENDA ITEM

### Lane County/Harney County Mapping Agreements

---

[STAFF MEMO](#)

---

[LANE COUNTY IGA AMENDMENT TAX MAPPING IGA AMENDMENT](#)

---

[LANE COUNTY IGA AMENDMENT MAINTENANCE IGA AMENDMENT](#)

---

[HARNEY COUNTY AGREEMENT FOR MAPPING SERVICES](#)

---

[MOTION LANGUAGE](#)

---



## MEMORANDUM

**SUBJECT:** IGA for Tax Map Services

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** JILL AMERY

**DATE:** 6/26/2019

### **BACKGROUND INFORMATION:**

On June 6, 2019 Lane County informed their customers that as of June 30, 2019 they would no longer be providing Tax Mapping Services.

One of Lane County's contracted employees also works with Harney County and has offered to continue this work through an IGA with Harney County. I feel this is a good solution while we vet our options for a long term solution. This individual has a 17 year work history with Harney County and is familiar with our work. To date he has stepped in to fill the gap. The IGA before you is very similar to the Lane County agreement and services with a shorter term for termination at 90 days, the fees are the same. The agreement is for Tax Map Maintenance only at this time. We have been unable to work through the requirements required for the ORMAP Remapping Project at this time; we will be addressing this project on July 2, 2019. I recommend we enter into the IGA with Harney County for Tax Map Maintenance.

In addition you will find two amendments to our IGA with Lane County terminating services for Tax Map Maintenance and ORMAP Remapping work.

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

IGA Title: Tax Map Remapping Work

Amendment No.: 2

This Amendment modifies the Agreement named above between Lane County ("Lane"), and Wasco County ("Wasco").

Lane and Wasco agree as follows:

1. **SCOPE OF AMENDMENT.** The scope of the Agreement is amended as follows:
  - 1.1 Lane and Wasco agree to terminate the Agreement on the date stated below.
2. **CONSIDERATION.** Any outstanding costs through the date of termination will be billed and paid in accordance with the terms of the Agreement.
3. **TIME.** In consideration of this Amendment, the Agreement is terminated, effective 6/30/2019.
4. **DATE.** This Amendment is effective as of the date last signed below.

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Intergovernmental Agreement not altered by this Amendment remain in full force and effect.

**WASCO:**

**LANE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

IGA Title: Intergovernmental Agreement for Tax Map Maintenance and Geographic Information Systems  
Amendment No.: 2

This Amendment modifies the Agreement named above between Lane County ("Lane"), and Wasco County ("Wasco").

County and Agency agree as follows:

1. **SCOPE OF AMENDMENT.** The scope of the Agreement is amended as follows:
  - 1.1 Lane and Wasco agree to terminate Map Maintenance Services for Wasco as defined in section A of the Statement of Work, Attachment A of the IGA, effective June 30<sup>th</sup>, 2019.
2. **CONSIDERATION.** Any outstanding costs for Map Maintenance Services through the date of termination will be billed and paid in accordance with the terms of the Agreement.
3. **TIME.** In consideration of this Amendment, the time of the Agreement is unchanged by: zero
4. **DATE.** This Amendment is effective as of the date last signed below, or as of the date entered here: July 1, 2019.

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Intergovernmental Agreement not altered by this Amendment remain in full force and effect.

**WASCO:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LANE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT  
FOR  
TAX MAP MAINTENANCE**

This Agreement is entered into between Harney County ("Harney") and Wasco County ("Wasco"), each a political subdivision of the State of Oregon and unit of local government as defined by ORS 190.003, for the purpose of providing cost effective tax map maintenance services, as follows:

**RECITALS**

- ORS 190.010 provides that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and
- Harney and Wasco have the authority to perform the functions and activities set forth in the Agreement, and
- Wasco has need for tax map maintenance, and
- Harney has ability to, and experience in, providing tax map maintenance services, and
- There are increased efficiencies through intergovernmental cooperation benefitting both Wasco and Harney.

**AGREEMENT**

**A. Obligations of the Parties:**

1. Wasco will:
  - a. Pay Harney for services performed. The specific amounts to be paid and the timing of the payments are to be defined by the attached Statement of Work. During the term of this Agreement the total amount paid by Wasco is not to exceed \$\_\_\_\_
  - b. Provide funding and personnel necessary to successfully implement the technology services furnished by Harney in accordance with the attached Statement of Work.
  - c. Prior to January 1 of each year of this Agreement, as a part of annual budget preparation, make a good faith effort to estimate needed technology services. The estimates will be non-binding.
2. Harney will:
  - a. Perform the technology services defined by the attached Statement of Work.
  - b. Prior to January 1 of each year of this Agreement, as a part of annual budget preparation, make a good faith effort to estimate service costs for the immediately following fiscal year. The estimates will be non-binding.

**B. Term & Termination:**

1. This Agreement is effective when signed by all parties and expires upon termination as provided below.
2. Termination: This Agreement shall continue until terminated by mutual agreement.
3. This Agreement may be terminated by either party for convenience by written notice given to the other at least 90 days prior to the effective date of the termination.
4. In the event of termination, Wasco must pay to Harney all amounts that have actually accrued or which are owing to Harney County as of the effective date of termination in accordance with the schedules in this agreement. Harney must reimburse Wasco for any advance payments for services not rendered. Each of the parties is responsible for performing its obligations up to the date of termination, delivery of all software, products, equipment, and services

**C. Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

**D. Indemnification.** To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, each of the parties agrees to indemnify, defend, and hold the other, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from that party's performance or failure to perform under this Agreement. However, neither party will be required to indemnify or defend the other for any liability arising solely out of wrongful acts of its own Commissioners, officers, employees, or agents.

**E. Express Limitation of Warranty.** Data and programs supplied by Harney to Wasco are provided on an "as is" basis. Harney expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data or programs supplied. Harney has no responsibility to Wasco for any failure of any hardware or software acquired by Wasco, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Harney.

**F. Amendments.** This Agreement may only be modified by written agreement signed by all parties.

**G. Waiver.** The failure of any party to enforce any provision of this Agreement does not waive that or any other provision.

**H. Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

- I. Merger.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Harney County**

\_\_\_\_\_  
Pete Runnels, County Judge

\_\_\_\_\_  
Date

**Wasco County**

Attachment A  
Statement of Work

**A. Map Maintenance Services**

Harney will maintain the cadastral data, including tax lots, annotation, tax code areas, plats, and other associated data layers for Wasco. Upon completion of map changes, updated language for property description cards will be provided to Wasco along with journal vouchers and an updated geodatabase. Harney will send updated maps to the Oregon Department of Revenue (DOR) on a quarterly basis and will provide data in accordance with Cadastral Fit Standards to DOR annually. If desired, grant applications for DOR funding can be submitted by Wasco for CAFFA and ORMAP funding. Harney has applied for those grants and can assist Wasco with the application process.

The creation of additional maps at larger scales will be included with map maintenance after approval from Wasco as long as sufficient resources are available. Remapping efforts will generally fall outside the scope of routine map maintenance, but may be accommodated depending upon staff availability and sufficient funding. If the remapping efforts cannot be accommodated as described above, a separate project will be established to define the scope of work, budget, and appropriate schedule.

1. The proposed process for map maintenance is outlined below:
  - a. Wasco posts documents to a shared site and submits a request for map changes.
  - b. Harney makes necessary changes to cadastral data, including line work, tax code changes, land/soil classifications, condos, etc.
  - c. Harney notifies Wasco if the creation of a new map is recommended.
  - d. Harney drafts language for property card descriptions.
  - e. Harney fills out voucher for tax roll and map changes.
  - f. Harney performs internal QA/QC process to check topology, voucher, etc.
  - g. Harney sends reports to requesting County for review before publishing data.
  - h. Harney posts updated documents, maps, and information to a shared site for Wasco.
  - i. Harney sends updated maps to DOR quarterly.
  - j. Harney provides data in accordance with Cadastral Fit Standard to DOR annually.
2. Map maintenance will meet the following quality and responsiveness measures:
  - a. Quality:
    - Spatial. Consistent or better than quality of existing data and quality of expression of the change, as measured by Components of ORMAP Tax Lot Base accuracy standards: Control, Geometry, Annotation, Data Exchange. See <http://www.ormap.net/common/docs/ormap/documents/docs/ORMAPTechSpecs.pdf>
    - Graphic. Features on PDF "record" map resulting from map maintenance are graphically consistent with standards contained in Oregon Cadastral Map Manual: <http://www.ormap.net/common/docs/ormap/documents/docs/map manual.pdf>

- Intent. Maintenance work (changes to the Cadastral data) expresses a logical approach to interpreting the intent of documents initiated for maintenance, based on principles expressed in the Oregon Cadastral Map Manual.
  - Reporting. "Voucher" report accurately documents change in acres, legal description, and ownership, consistent with other above components of quality.
- b. Responsiveness:
- Day to Day. Standard turn-around time of 5 weeks will be expectation of both parties. This would be measured from receipt of change document by Harney to Wasco receipt of updated "record" map Graphics and "Voucher" report. The submission to Wasco will be approved by quality assurance by Harney, but not necessarily approved by Wasco within this period of time. Corrections will be made as expediently as possible. Extenuating circumstances will be discussed prior to the end of the 5 week period.
  - ORMAP. ORMAP deliverable shapefiles meeting the OGIC endorsed Cadastral Data Exchange Standards\_ (<http://www.oregon.gov/DAS/EISPD/GEO/standards/standards.shtml>) will be delivered annually to the Oregon Department of Revenue by January 31. A PDF set of the changed "record" maps will be delivered to Oregon Department of Revenue quarterly by the end of January, April, July, and October.
  - Value Roll. Harney will work with Wasco to receive and complete all maintenance work required by the Wasco to be completed prior to the Wasco Value Roll process. It is expected that the Wasco will make every effort to deliver maintenance requests in a timely manner.

## **B. GIS Application Services**

Harney County will continue maintaining the Wasco Map Viewer application as part of this agreement, including the update of tax lot data. Additional tools, data, and functionality may be added to the application at any time and is subject to the hourly rate for GIS services described under the "Payment:" section below.

1. Additional GIS Services. Harney County is available to provide GIS services in addition to those outlined above for an additional cost based on the hourly rate described under the "Payment:" section below. GIS services may include, but are not limited to:
  - GIS software assistance and support
  - Data development and maintenance
  - Custom map requests, mailing lists, mapbooks, etc.
  - GIS analysis
  - Mobile applications
  - Additional mapping applications other than the application outlined above
  - Training
  - Strategic planning, system design, needs assessment, and project management.

### **C. Payment**

Wasco agrees to pay Harney the following amounts in exchange for the services described under "Services", above

Map Maintenance Services:	\$80 per hour worked
---------------------------	----------------------

Payment will be due within 45 days of invoice with invoices provided monthly. Wasco may opt to make payments in advance of services by requesting an advance invoice.

## **Attachment B**

### **Service Level Agreement**

**Purpose.** The purpose of this Service Level Agreement is to describe Harney County's and Wasco County's respective responsibilities for map maintenance.

#### **1. Service Level Essentials**

##### **1.1. Product/Systems Supported**

Services described in Attachment A of this Agreement.

##### **1.2. Wasco County Location**

Wasco County  
Courthouse  
511 Washington St.  
Suite 208  
The Dalles, Oregon 97058

##### **1.3. Hours of Support**

*Describes the standard hours of support customer can expect from Harney*

- Support will be provided by Harney during Standard Business Hours; Monday through Friday- 8:30 am to 5:00 pm.
- Support will be provided by Harney during other hours on request. Harney reserves the right to require 10 days' notice for changes in schedule that are non-emergency.
- It is anticipated that Wasco and Harney will work collaboratively during any critical periods to schedule needed coverage.

##### **1.4. Scheduled Maintenance Windows**

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below.

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur "on demand" as determined by Harney or Wasco.
- Any other time that is mutually agreed upon.

##### **1.5. Problem Reporting Process**

*Describes Wasco's process for reporting problems*

- Contact and review issue with local "Super User" who will determine whether Harney should be contacted.
- If Harney is to be contacted, Super User contacts the GIS Manager first and if not available, contacts the primary analyst.
- Contact Harney Service Desk when Manager and primary analyst are not available and issue cannot wait. Service Desk will locate analysts or contact Harney management in the event of an immediate problem.

## **1.6. Contact Information**

Wasco Super User(s):  
Adam Fourcade and Jill Amery  
Deed/Map Clerk: Adam Fourcade 541 506-2526  
Assessor/Tax Collector: Jill Amery 541 506-2512

Harney County GIS  
Staffed 8:30 to 5:00; Monday through Friday; \_\_\_\_\_  
GIS Manager: Bryce Mertz 541-505-2872  
GIS Office: Brett Thomas 541-573-8195

## **2. Harney County Responsibilities**

### **2.1. Business Responsibilities**

*Describes the responsibilities that Harney has for the day-to-day operation of the product/system listed under I. I, Service Level Essentials*

- Provide a single point of contact for emergency issues, the Harney Service Desk.
- Provide support analysts.
- Provide map maintenance as described in Attachment A.
- Provide advance notice to customer of any software maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to software vendor and obtain technical support.

### **2.2. Problem Resolution**

*Describes the assistance provided by Harney to resolve Wasco Issues*

- Primary and secondary support analyst assistance, by telephone, for software issues.
- Service Desk assistance, by telephone, during standard business hours for any emergency customer questions/issues where the primary or secondary analyst can't be reached, directly.

### **2.3. Database Administration and Backup/Recovery**

*Describes Harney's responsibilities for data backup and recovery; describes related processes*

- No responsibility for backup or restore of data files.
- Files required for day-to-day operation and map maintenance will be backed up by Harney, but Wasco is responsible for maintaining all original, source files.

### **2.4. Training**



*Describes any training to be provided by Harney for the product/system described under 1.1, Service Level Essentials*

- No training will be provided under this agreement.

## **2.5. Documentation**

*Describes the types of documentation to be provided by Harney.*

- Documentation required for Map Maintenance is provided as described in Attachment A.

## **3. Wasco County Responsibilities**

### **3.1. Business Responsibilities**

*Describes the responsibilities that Wasco has for the day-to-day operation of the product/system described in Section 1.1*

- Timely provision of information for project.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with Harney to resolve issues.

### **3.2. Problem Resolution**

*Describes the processes followed by the customer to resolve issues*

- "Super User(s)" serve as first line of defense for any issues associated with using the vendor product.
  - o "Super User" will try and resolve issue before calling the GIS Manager.
  - o "Super User" will assist Harney staff as needed for resolution of technical problems.

### **3.3. Backup/Restores**

*Describes Wasco's responsibilities for data backup and recovery; describes related processes.*

- Responsible for all backups/restores necessary to preserve required data in the event of system failure or site disaster.
- Responsible for backup media and media storage.
- "Super User(s)" serve as first line of defense for any issues associated with using the vendor product.

### **3.4. Training**

*Describes customer responsibility for training related to the product/system described under 1.1, Service Level Essentials*

- All end-user and public training on the use of GIS.
- Creation and maintenance of all training documents other than base document provided by Harney.

### **3.5. Documentation**

*Describes the customer's responsibility for documentation*

- Creation of any documentation needed to describe Map Maintenance requirements.



## MOTIONS

**SUBJECT: Harney County IGA/Lane County Amendments**

---

**Lane County Amendments:** I move to approve Amendment 2 to the Lane County Tax Map Remapping Work IGA and Amendment 2 to the Lane County IGA for Tax Map Maintenance and Geographic Information Systems IGA to terminate both IGAs effective June 30, 2019.

**Harney County IGA:** I move to approve the Intergovernmental Agreement for Tax Map Maintenance between Harney County and Wasco County.



## AGENDA ITEM

### State Transportation Grant Agreement

---

[5310 GRANT APPLICATION](#)

---

[ODOT AGREEMENT 33604 FOR TRANSPORTATION SERVICES](#)

---

[MCEDD VEHICLE MAINTENANCE PROGRAM – LINK PUBLIC TRANSIT](#)

---

[MCEDD AGREEMENT FOR STF SERVICES](#)

---

[ODOT AGREEMENT 33507 FOR STF TRANSPORTATION SERVICES](#)

---

[MOTION LANGUAGE](#)

---

# Section 5310 Application

Enhanced Mobility of Seniors and Individuals with Disabilities

## Applicant Information

I am the Special Transportation Fund Agency

☒ Yes ☐ No

Special Transportation Fund Agency Name

Wasco County

*For the agencies applying for the small urban funds, make sure to select the small urban designation from the drop-down.*

Special Transportation Fund Agency Federal EIN

93-6002315

Special Transportation Fund Agency Urbanized Zone

Oregon

Special Transportation Fund Agency Mailing Address (Street or PO Box)

511 Washington St, Ste 101

Address Line 1

The Dalles

City

Oregon

State

97031

Zip Code

Special Transportation Fund Agency Web Address

<https://www.co.wasco.or.us>

Name of Application Contact

Tyler Stone

Title of Application Contact

Administrative Officer

Email of Application Contact

TylerS@co.wasco.or.us

Phone Number of Application Contact

(541) 506-2552

Fax Number

541-506-2551

Name of Person signing Grant Agreement

Tyler Stone

Title of Person signing Grant Agreement

Administrative Officer

Email of Person signing Grant Agreement

TylerS@co.wasco.or.us

Phone Number of Person signing Grant Agreement

(541) 506-2552

Fax Number

541-506-2551

Transit Agency Type

Public Agency

Service Area

Non-urbanized or Rural area with population of less than 50,000

**What type of Service will be supported with the 5310 grant? (Select all that apply)**

- ☒ Open to the general public at all times ☐ Open to the general public on a space-available basis
- ☐ Open only to seniors and individuals with disabilities ☐ Limited to defined clientele (e.g. residential home)
- ☒ Demand Response ☐ Deviated Route

**Are any FTA-funded buildings that your transit agency owns located in a flood zone?**

[More information on floodplains](#)

- ☐ Yes
- ☒ No

## **Risk Assessment Information**

**Did your agency have any turnover of management or financial staff in the last two years?**

- ☐ Yes
- ☒ No

**Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?**

- ☒ Yes
- ☐ No

**What type of accounting system does your agency use?**

- ☐ Manual
- ☒ Automated
- ☐ Combined

**Does your agency have a system in place that will account for 100 percent of each employee's time?**

- ☒ Yes
- ☐ No

**Did your staff members attend required trainings and meetings during prior grant awards?**

- ☒ Yes
- ☐ No

**Was your agency audited by the Federal government in the past two years?**

- ☐ Yes
- ☒ No

**Did your agency stay on budget in the past two years?**

- ☒ Yes
- ☐ No

## **Fund Allocation**

**Total 5310 Allocation**  
\$185,937.00

## Transit Agency Projects

### Transit Agency Project 1

**Project Name**

Purchased Service and Preventive Maintenance

**Transit Agency Legal Name**

Mid-Columbia Economic Development District

**Transit Agency DBA Name (Optional)**

**Federal EIN**

93-0586118

**Urbanized Zone**

Oregon

**Agency Mailing Address (Street or PO Box)**

515 East 2nd Street

Address Line 1

The Dalles

City

Oregon

State

97058

Zip Code

**Agency Web Address**

www.mcedd.org

## Project Details

**Project Selection**

☒ A. Purchased Service

☐ B. Mobility Management

☐ C. Vehicle Purchase

☒ D. Capitalized Vehicle Preventive Maintenance

☐ E. Equipment, Signs and Amenities, Shelters

☐ F. Facilities: Bus Barns and Other Buildings

*Select the project types that you wish to include in your application. Select all that apply.*

## A. Purchased Service Project

### 1. Project Title

**Project Title**

Demand Response Service

**2. Explain how your project is planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when general public transit is either insufficient, inappropriate, or not available:**

## Project Service Description

This project provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public in Wasco County, Oregon. The majority of the service is provided in the general vicinity of The Dalles, Oregon. The local service is demand-response, open Monday through Friday, and passengers are picked up at their origin and dropped off at their destination. Passengers may transfer to other regional transportation providers to reach Gorge communities outside of Wasco County as well as Portland. This door-to-door service is essential for the special transportation needs of seniors and individuals with disabilities and utilizes ADA accessible vehicles when needed. The service is informed by the adopted Wasco County Coordinated Human Services Transportation Plan, which was developed with these populations in mind. This project also supports the administrative costs required to manage the service contract.

**3. Estimated number of unduplicated individuals (older adults and individuals with disabilities) this project proposes to support in the biennial grant period:**

300

**4. Estimated number of one-way rides this project proposes to provide in the biennial grant period:**

35,000

## 5. Project cost and match information:

**Total Project Cost**

167,219

**Match Amount (Total Project Cost x**

**10.27%)**

\$17,173.39

**Grant Amount**

\$150,045.61

**6. Describe the source of your local match funds in the field below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, month/year). Please be specific.**

### Local Match Details

Match funds come fully from the STF funds, which are also being applied for at this time and will be available on July 1, 2019.

**7. On what page is project listed in the Adopted Coordinated Plan?**

35

**8. Date Coordinated Plan adopted:**

8/1/2018

For multiple pages use this box

**9. Is this project part of a group of activities or projects that are dependant on each other (for example, a new transit service that requires capital and operating funds)?**

☐ Yes ☒ No

**10. Does your transit agency have an existing contract for transit?**

☐ Yes ☒ No

**If yes, name the contractor. If no, describe how the transit agency will procure the service and name contractor**

MCEDD currently contracts with Wasco County to provide transportation under the current 5310 funds but MCEDD does not have a sub-contractor themselves.

## **D. Capitalized Vehicle Preventive Maintenance**

**1. Describe how this project coordinates with other services to provide services to seniors and individuals with disabilities:**

### **Project Coordination Description**

This project would provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation for the general public, seniors, and individuals with disabilities, including ADA accessible vehicles and wheelchair lifts. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

**2. Is a Vehicle Preventive Maintenance Plan submitted with your application? A plan reflecting current fleet policies, fleet procedures, and vehicle and lift equipment manufacturer's recommended maintenance schedules is required.**

☒ Yes ☐ No

**3. Number of vehicles included in this preventive maintenance project:**

11

**4. Project cost and match information:**

**Total Project Cost**

40,000

**Match Amount (Total Project Cost x**

**10.27%)**

\$4,108.00

**Grant Amount**

\$35,892.00

**5. Describe the source of your local match funds in the field**



below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, month/year). Please be specific.

#### Local Match Details

Match funds come fully from the STF funds, which are also being applied for at this time and will be available on July 1, 2019.

#### 6. On what page is project listed in the Adopted Coordinated Plan?

36

#### 7. Date Coordinated Plan adopted:

8/1/2018

For multiple pages use this box

#### 8. Is this project part of a group of activities or projects that are dependent on each other (for example, bus washing station dependant on facility)?

☐ Yes ☒ No

### Application Totals

**Total Section 5310 Grant Amount**

\$185,937.61

**Total Section 5310 Match Amount**

\$21,281.39

**Total Section 5310 Project Cost**

\$207,219.00

### Fund Allocation

**Total 5310 Allocation**

\$185,937.00

## Submitting Your Application

**STF Agencies:** submit your application to RPTD by using the “Submit” button, attaching any supporting documents (such as DCE Worksheets and Preventive Maintenance Plans).

**Additional Supporting Documents (Optional)**

image.png

MCEDD\_Vehicle\_Maintenance\_Program\_complete.pdf

The person signing this form must have the legal authority to submit this application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

**Signature**

Tyler Stone

---

**Print Name**

Tyler Stone

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 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: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$207,219.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$185,937.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient 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 State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State 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 State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient 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 must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set 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.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient 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 a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

Recipient 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; 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.

#### 11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State 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.** Recipient 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.** State and Recipient 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.

Recipient 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 the Recipient, 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 Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the 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 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **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 State (or any other agency or department of the State of Oregon) and Recipient 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 SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient 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, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient 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 Recipient, 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, 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, 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. Recipient, 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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Wasco County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Tyler Stone  
511 Washington Street, STE 101  
The Dalles, OR 97058  
1 (541) 506-2552  
tylers@co.wasco.or.us

**State Contact:**

Theresa Conley  
555 13th Street NE  
Salem, OR 97301-4179  
1 (541) 388-6250  
theresa.l.conley@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Theresa Conley

Date \_\_\_\_\_ 06/11/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

## EXHIBIT A

### Project Description and Budget

#### Project Description/Statement of Work

<b>Project Title: 5310 Wasco County 33604</b> <i>Purchased Service, Preventive Maintenance</i>				
<b>Item #1: Contracted Service (5310 only)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$167,219.00	\$150,045.00	\$17,174.00	State Funds
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$40,000.00	\$35,892.00	\$4,108.00	State Funds
<b>Sub Total</b>	\$207,219.00	\$185,937.00	\$21,282.00	
<b>Grand Total</b>	<b>\$207,219.00</b>	<b>\$185,937.00</b>	<b>\$21,282.00</b>	

- 1. PROJECT DESCRIPTION

- I. Purchased Service

*Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Wasco County, Oregon and to support the administrative costs required to manage the service contract. The majority of the service will be provided in the general vicinity of The Dalles, Oregon.*

- II. Preventive Maintenance

*Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*Preventive maintenance expenses reimbursed in this Agreement are for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

- 2. PROJECT DELIVERABLES and TASKS

- I. Purchased Service

*The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.*

*The service, schedule, days, and hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this*

*Agreement.*

*Recipient will market the services.*

*Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient. A ridership target is established for this project as follows:*

*Unduplicated rider projection: 300*

*Total ridership delivered projection: 35,000*

*Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.*

*II. Preventive Maintenance*

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

*Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.*

*A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.*

*3. PROJECT ACCOUNTING and MATCHING FUNDING*

*I. Purchased Service*

*This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.*

*Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-*

*source grants is not an eligible expense.*

*Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

*Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.*

## *II. Preventive Maintenance*

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

## *4. REPORTING and INVOICING REQUIREMENTS*

### *I. Purchased Service*

*Recipient will provide evidence of purchased or contracted service through standard invoicing including an itemization of expenses. Recipient shall submit invoices or comparable documentation when requesting reimbursement for services purchased from a second party.*

*Invoices must:*

- i. Be legible*
- ii. Match the amount requested for reimbursement*
- iii. Include a description of the service (hours, rate, and quantity)*
- iv. Include date(s) of the service*
- v. Include the agency providing the service*

*If the service provider also performs preventive maintenance, dispatching, and/or other services, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the service provider and vendor.*

*Recipient shall report quarterly performance achievements using the narrative section of the Agency Periodic Report, and include anticipated performance achievements for the upcoming quarter.*

### *II. Preventive Maintenance*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.*

**EXHIBIT B**

**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$185,937.00</b>
--	--	--	---

**Administered By**

Rail and Public Transit Division  
555 13th Street NE  
Salem, OR 97301-4179



## **EXHIBIT C**

### **Insurance Requirements**

#### **GENERAL - SUBRECIPIENT.**

Recipient 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient 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 State:

**Bodily Injury, Death and Property Damage:**

\$1,000,000 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 State:

**Bodily Injury, Death and Property Damage:**

\$1,000,000 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 State, 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 Recipient'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 State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State 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 Recipient 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. Recipient 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.

#### GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. 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 State.

#### 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 State:

Bodily Injury, Death and Property Damage:

\$1,000,000 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 State:

Bodily Injury, Death and Property Damage:

\$1,000,000 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 State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. 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, Recipient 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) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** Recipient or its insurer must provide 30 days' written notice to State 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.** State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

# **Mid-Columbia Economic Development District**

## **The Link Public Transit**

### **Vehicle Maintenance Program**

#### **Vehicle Maintenance Program Purpose:**

Mid-Columbia Economic Development District establishes this Vehicle Maintenance Program in order to maintain our vehicles for the provision of safe, comfortable, and reliable transportation to our passengers, and effective and efficient service to the community.

#### **Vehicle Maintenance Program Goals and Objectives:**

1. *Maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.*
  - Conduct regular pre-trip inspections in order to identify vehicle and equipment problems and assure vehicles are in good operating condition.
  - Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
  - Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
  - Maintain a clean appearance for vehicles through regular interior and exterior cleaning.
2. *Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.*
  - Regularly inspect vehicles to identify and correct problems in order to prevent service interruptions.
  - Schedule repairs promptly in order to minimize service interruptions.
  - Schedule Link Preventative Maintenance activities to maximize fleet availability during service peaks.
  - Analyze repair data to identify trouble-prone components or systems for proactive attention.
3. *Maintain vehicles and equipment to promote cost-efficiency of operations.*
  - Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
  - Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.
  - Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
  - Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.
4. *Conduct vehicle operations, repairs, and cleaning in compliance with applicable local, state and federation regulations.*
  - Ensure maintenance procedures comply with applicable OSHA laws and regulations protecting the health and welfare of workers.
  - Handle and dispose of fuels, lubricants, solvents, tires and related materials in a safe and environmentally responsible manner.
  - Maintain vehicles to comply with relevant emission standards and other applicable regulations.
  - Conduct vehicle cleaning to comply with applicable wastewater and other relevant regulations.

- Conduct maintenance and repairs in compliance with environmental standards and other relevant regulations.

### **Vehicle Maintenance Program Elements:**

***Pre-trip inspections.*** Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported on the pre-trip checklist before the vehicle leaves the lot.

***Basic Service Routines.*** A preventive maintenance schedule will be followed for each vehicle per the recommendations of each vehicle's chassis, bus body, and wheelchair lift manufacturers. At or before the recommended mileage intervals, all elements of the maintenance due at that mileage will be performed.

***Vehicle Cleaning.*** Interior cleaning and sweeping of each in-service vehicle will be performed on a weekly basis by The Link driving staff. Vehicle exteriors will be washed as needed.

***Vehicle Repairs.*** The need for a vehicle repair may be discovered during a pre-trip inspection, preventive maintenance inspection, or breakdown. The Operations Manager will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the vendor, bus or chassis manufacturer. The Operations Manager will determine whether the repair can be accomplished in-house, or because of the need for special diagnostic expertise or equipment, will be assigned to an outside vendor.

***Documentation and Analysis.*** Vehicle condition will be regularly documented through pre-trip inspections and problems discovered on the road will be documented on a Vehicle Inspection Sheet by the driver. In addition, all vehicle maintenance and repair activity will be documented.

### **Vehicle Maintenance Program Details:**

#### **DAILY PRE-TRIP INSPECTION: (DRIVER)**

- See following checklist.

#### **DAILY END-OF-SHIFT INSPECTION: (DRIVER)**

- Inspect interior and exterior for damage
- Power off all switches
- Close all windows
- Remove all lost and found items
- Lock vehicle doors

#### **AS-NEEDED MAINTENANCE: (DRIVER)**

- Fuel as needed
- Wash vehicle exterior as needed
- Monitor performance of the climate control systems
- Clean interior window glass, wipe seats, mop floor

#### ROUTINE MAINTENANCE: (OPERATIONS MANAGER)

- Review operator pre-trip defect reports and repair, schedule for repair, or take vehicle out of service as appropriate
- Perform engine oil and filter service every 5,000 miles

#### STANDARD VEHICLE INSPECTION: (OPERATIONS MANAGER)

##### **Check Every Six Months for All Vehicles:**

- Check lap/shoulder belts and seat latches for wear and proper operation.
- Check washer spray, wiper operation, and clean all wiper blades (replace blades as necessary)
- Check parking brake for proper operation
- Check and lubricate all hinges, latches, door check straps, and outside locks
- Check and lubricate door rubber weather strips
- Check and clean body and door drain holes
- Check safety warning lamps (brake, ABS, air bag, safety belt) for operation
- Check engine cooling system level
- Inspect engine air filter
- Check battery connections and clean if necessary

**Wheel lug nuts:** On vehicles equipped with dual rear wheels, retighten the wheel lug nuts to the specified torque at 100 miles, and again at 500 miles of new vehicle operation, and after any wheel disturbance (tire rotation, changing a flat tire, wheel removal, etc.). This service will be performed by a qualified outside vendor.

#### LIFT MAINTENANCE: (OPERATIONS MANAGER)

Schedule service to the wheelchair lift as per manufacturer recommendation/requirement:

**Braun:** 750 cycles  
1500 cycles  
4500 cycles  
Consecutive 750 cycle intervals

#### PREVENTIVE MAINTENANCE MANAGEMENT: STANDARD OPERATING PROCEDURES

1. At the start of each driving shift, each driver performs a pre-trip inspection to ensure safety and accessibility items are operational, and that any defects are reported to the maintenance staff.
2. Each driver records beginning and ending mileage on that day's manifest.
3. Generally every two weeks, but at least monthly, the Operations Manager records the ending odometer reading for each vehicle into the maintenance management database.



4. Every two weeks, the Operations Manager looks at the maintenance status report from the operations database, and uses projected service due dates from the report to schedule services for each vehicle on or before the service due mileage. Work is scheduled to meet the maintenance guidelines.
5. Specific components of each vehicle are scheduled for inspection, lubrication, cleaning or replacement at regular intervals. The intervals are determined by published information from the vehicle and component manufacturers. In addition, such inspections may include other items or incorporate shorter intervals as recommended by maintenance staff or management.
6. At each service, the Operations Manager will record service date, odometer reading, and service(s) performed to the maintenance database. Services may be performed in-house or by an outside vendor.
7. At regular intervals, management staff will audit the data collection process and verify the completeness and timeliness of the database records. Management will also work to revise maintenance policy and checklists as needed, and to upgrade database capabilities.
8. Monthly, Operations Manager reviews preventive maintenance detail to ensure timely performance of preventive maintenance services for the prior month.

## LINK Vehicle Pre-Trip Inspection Checklist

Vehicle# \_\_\_\_\_

Date: \_\_\_\_\_

Driver 1: \_\_\_\_\_

Driver 2: \_\_\_\_\_

Beginning mileage \_\_\_\_\_

Beginning Mileage \_\_\_\_\_

Added (A) comment area	Checked (X)	Repair Needed (R)	Report all repairs needed below in		
Items to Check Daily	Driver 1	Driver 2	Items to Check Daily	Driver 1	Driver 2
Oil Level/Coolant Level			Gauges: Fuel/Oil/Volt/Temp.		
Transmission Level/Power steering level/Brake fluid			Brake Pedal/Emergency Brake		
Belts/Hoses/Wires/Batteries			Registration/Insurance Information		
Water/Fluid Leaks			A/C/Defroster/Heater- Front and Rear		
Windshield/Wipers/Washer Fluid			Passenger Entrance Door/Light		
Headlights- Hi-Low/Daytime Running			Interior Lights		
Directional Lights			Horn/Radio/PA & Passenger Signaling		
Emergency Flashers			Seats/Seat Belts/Hand Rails /All securement devices		
Brake/Back Up Lights			Interior Clean		
Clearance Lights			Modesty Panels/Stanchions		
Back Up Alarm			Wheelchair Lift/ Interlock System		
Mirrors/Windows/Doors/Locks			Fire Extinguisher/Reflectors		
Tires/Lug Nuts/Tire Pressure			First Aid/ Bloodborne Kits		
Exterior Decals/ Inspection Sticker			Roof Hatch		
Fog Lamps			Interior Decals		
Clean Exterior			Windows/Emergency Windows		
Exterior Decals/ Inspection Sticker			Leaks		
Clean Exterior			Wheelchair lift cycle count:		

Items that need attention:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OTHER COMMENTS: \_\_\_\_\_

\_\_\_\_\_

NOTIFIED SUPERVISOR OF ANY REPAIRS NEEDED: ☐ YES ☐ NO

Driver 1 signature: \_\_\_\_\_ Driver 2 signature: \_\_\_\_\_

I certify that the above repairs and or services were performed and complete on the above vehicle in accordance with the manufacturer's repair guidelines. Mechanic Signature: \_\_\_\_\_

## WASCO COUNTY TRANSPORTATION SERVICES CONTRACT

This Contract is between WASCO COUNTY, a political subdivision, acting by and through the Board of County Commissioners (County) and Mid-Columbia Economic Development District (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be July 1, 2019. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance as of June 30, 2021. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes page 1-11 And Exhibits 1-6.

---

### CONTRACTOR DATA AND SIGNATURE

Contractor Address: 515 E. 2<sup>nd</sup> Street A, The Dalles, OR 97058

Federal Tax ID#: 93-0586118

Is Contractor a nonresident alien? ☐ Yes ☒ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation for-profit

☐ Corporation non-profit ☒ Council of Governments (ORS 190)

A Federal Tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal Tax ID number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contract shall also sign Exhibit 3.

  
Signature

*Executive Director*  
Title

*Amanda Hocy*  
Name (please print)

*6-6-19*  
Date

**WASCO COUNTY SIGNATURE**

Contracts are not valid and not binding on the County until signed by the Board of County Commissioners.

Dated this 5th day of June, 2019


Wasco County Board of Commissioners

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

  
\_\_\_\_\_  
Scott C. Hege, Vice-Chair

  
\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Brad Timmons, County Counsel

# STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor Billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Contractor shall submit quarterly performance reports and invoices for work completed. These shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses incurred. Invoices must be legible and include a description of the service, the date(s) of the service, and the agency providing the service.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County, the Contractor shall be responsible for the performance of the subcontractor.



**4. No Third Party Beneficiaries.**

- a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as beneficiaries of this Contract.

**5. Successors in Interest.** The provision of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

**6. Early Termination.** This Contract may be terminated as follows:

- a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from federal government, state, or other sources is not obtained and continued at levels sufficient to allow for the services as required in this contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or change in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions.
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or cease doing business on a regular basis.

e. County Default or Breach.

- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. **Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contract receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6d of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the terminate date if such work was performed in accordance with the Contract.
  - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462 and
  - 2) With respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

8. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the

remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
  - d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable efforts to remove or eliminate performance of its obligations under this Contract. For any delay in performance as a result of the events describe in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
  - e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
  - f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in an order whatsoever.
- 9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
  - b. Upon County's requires, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 10. Work Standard.**
- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
  - b. For goods and services to be provided under this Contract, Contractor agrees to:
    - 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
    - 2) Comply with all applicable legal requirements;
    - 3) Comply with all programs, directives and instructions of County relating to safety, storage of equipment or materials;
    - 4) Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities and areas of service under this Contract, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract. Contractor shall adhere to FTA guidelines and requirements in accordance with Exhibit 4 attached hereto and incorporated by reference herein.



- 12. Insurance.** Contactor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 14. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
  - a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
  - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA
  - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
- 15. Reports.** Contractor shall provide County with periodic performance reports on a quarterly basis. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.
- 16. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
  - a. All fiscal records shall be maintained pursuant to generally accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken.
    - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.

- 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
  - b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
    - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
    - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 17. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of the County.
- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
  - b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine.
  - c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
  - d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
  - f. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
  - g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.
  - h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, and irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.

**18. County Code Provision.** There is no additional County Code Provision requiring Contractor's compliance.

**19. Partnership.** County is not, by virtue of this contract, a partner or joint venture with Contractor in connection with activities carried out under this contract and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**20. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law, Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a. of this paragraph; however, neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Wasco County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors or agents under this Contract.

**21. Waiver.**

- a. County's delay in exercising, or failure to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**22. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit Court of Wasco County for the State of Oregon; provide, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.



- 23. Severability.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.
- 24. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
- 25. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile or mailing the same, postage prepaid.
- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrative Officer.
  - c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Amanda Hoey, Executive Director  
515 E. 2<sup>nd</sup> Street A  
The Dalles, OR 97058

To County:

Tyler Stone, Administrative Officer  
511 Washington Street, Suite 101  
The Dalles, OR 97058

- 26. Merger Clause.** This Contract and the attached Exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
  - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
  - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 27. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act. (ORS 646A.600 et seq.).
- 28. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-207, 28 and 30.
- 29. Representations and Warranties.**
- a. Contractor's Representations and Warranties. Contractor represents and warrants to County that:
    - 1) Contractor has the power and authority to enter into and perform this Contract;
    - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
    - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry<sup>7</sup>, trade or profession and Contractor will apply that skill and knowledge with care and diligence to

perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry;

- 4) Contractor shall, at all times during the term of this Contractor, be qualified, professionally competent, and duly licensed to perform the Work;
- 5) Contractor prepared its proposal related to this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

- b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to and not in lieu of any other warranties provided.

**30. Non-Discrimination.** Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or other such remedies deemed appropriate by County.

**31. SB 675 (2015) Representation and Covenant.**

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Wasco County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Wasco County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Wasco County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Wasco County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**32. Compliance with Provisions of Funding Source.** In addition to the conditions outlined in this Contract, Contractor must comply with all provisions specified in both Federal Regulations and Required Third-Party Contract Clauses (Exhibit 4), Agreement No. 33507 (exhibit 5) between Wasco County and the Oregon Department of Transportation (ODOT) and Agreement No. 3 \_\_\_\_\_ (exhibit 6) between Wasco County and the Oregon Department of Transportation (ODOT).

**EXHIBIT 1**

**WASCO COUNTY SERVICES CONTRACT**

**STATEMENT OF WORK, COMPENSATION, PAYMENT TERMS AND SCHEDULE**

**1. Contractor shall perform the following work:**

- a. Provide public transportation to seniors, individuals with disabilities and the general public in Wasco County, specifically in The Dalles area. The local services are demand-responsive, available Monday through Friday. Passengers are picked up at their origins and dropped off at their destinations. Local service is available within the City of The Dalles as well as a broad area outside the community. Project may support the administrative costs required to manage the service contract.
- b. Provide service designed to benefit seniors and individuals with disabilities and may also be made available to the general public.

Schedules, days, hours and service type (demand responsive, fixed route or other) will be designed to meet the needs of seniors and individuals with disabilities as determined by County in consultation with Contractor, the affected community members and stakeholders identified by County.

Services will be provided in accordance with the locally adopted Human Services and transportation Coordinated Plan. Contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

County may require that the service design be amended at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or any other situation that requires service to be changed.

Contractor will actively market the services to the target users.

- c. Provide for preventative maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition and that safety standards are met. Preventative maintenance reimbursed in this contract is for assets used in the provision of public transportation services for the general public, seniors or individuals with disabilities. This contract does not provide for maintenance on staff vehicles, vehicles used for business of the Contractor or maintenance vehicles.
- d. Support special transportation services benefitting seniors and individuals with disabilities. Funding originating from the Wasco County/State of Oregon Agreement No. 32024 STF may be used for projects that improve transportation for senior and disabled populations, including but not limited to: maintenance and expansion of existing transportation programs, creation of new programs and services, planning and development for improved access to transportation, capital purchases and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.
- e. The following performance measure(s) will be used to evaluate the effectiveness of the project:  
 Ridership: The actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. For the entire 2019-2021 Contract between the County and ODOT the goal includes



300 unduplicated individuals and 35,000 one-way rides for FY19-21. A passenger trip is a unit of service counted each time a passenger trip.

- f. This Contract is for operations and capitalized preventive maintenance, which are defined under 49 USC § 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Contractor's accounting system determine those costs that are to be accounted for as operating costs. Contractor may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Contractor may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Special Transportation Formula Funds, Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Contractor will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State.

Sources of funding that may be used as match for § 5310 program funds covered under this contract include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Contractor may not use passenger fares as match.

Contractor will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by Contractor are reimbursable as operating expenses. The required match share will be subtracted from the project expenses to determine the contractual share of the project expense.

Contractor may not use assets acquired under this Contract to compete unfairly with the private sector.

#### **ESTIMATED PROJECT EXPENSE**

Project Estimated Cost:

Purchased Service (5310): \$150,045.61 in state funds and local match of \$17,173.39.

Preventative Maintenance: \$35,892.00 in state funds and local match of \$4,108.00.

Operating (STF): \$135,400 in state funds.

2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows: None.
3. **Consideration.**
  - a. County shall pay Contractor a fixed amount of **\$185,937.61 (total Wasco County/State of Oregon agreement)** during the 2019-2021 biennium in funds obtained from the Federal Transit Administration (FTA) Section 5310 Program as administered by the State of Oregon Department of Transportation.
  - b. County shall pay Contractor an additional fixed amount of **\$135,400.00 (total Wasco County/State of Oregon agreement)** during the 2019-2021 biennium in STF funds obtained from the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division.

c. Contractor shall be entitled to reimbursement for expenses.

☒ YES ☐ NO

**4. The maximum compensation.**

a. The maximum compensation under this contract, including allowable expenses, is \$321,337.61.

b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.

1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.

2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**5. Schedule of Performance or Delivery.**

a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a completed Agency Periodic Report has been submitted to the Oregon Department of Transportation Public Transit Divisions OPTIS system.



**EXHIBIT 2**  
**WASCO COUNTY SERVICES CONTRACT**  
**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below and as required by the State of Oregon Insurance Requirements listed in the contracts attached as Exhibits 5 and 6. Insurance coverage must apply on a primary or non-contributory basis. All Insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Wasco County.

**Contractor Name: Mid-Columbia Economic Development District**

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Commercial General Liability** insurance with combined single limit of not less than \$5 million per occurrence. Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, complete operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorney's fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Wasco County, State of Oregon, their officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

**Automobile Liability Insurance** with a combined single limit of not less than \$5 million per occurrence.

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the

course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business.

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

### **EXHIBIT 3**

#### **WASCO COUNTY SERVICES CONTRACT**

##### **COMPLIANCE WITH REQUIREMENTS OF FUNDING SOURCE AND FEDERAL AND STATE LAWS, STATUTES, RULES REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

- 1. If Contractor is currently performing work for the county, State of Oregon or Federal Government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County, State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.**
- 2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.**
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor agrees to complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.**
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.**
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.**
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.**
  - b. Contractor understands this certification is a material representation of fact upon which the County has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.**
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.**
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.**
- 3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or**

entered into, submission of this certification is a prerequisite for making or entering in to this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

4. Contractor must furnish to County proof of signed Certifications and Assurances for Federal Transit Administration Assistance Programs for each year this Contract is in effect.

  
\_\_\_\_\_  
Contractor's Signature

6-6-19  
\_\_\_\_\_  
Date



#### **EXHIBIT 4**

#### **WASCO COUNTY SERVICES CONTRACT**

#### **SUMMARY OF FEDERAL REQUIREMENTS AND INCORPORATING BY REFERENCE ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES FOR FTA GRANTS AND COOPERATIVE AGREEMENTS AND FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT**

**ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED.** CONTRACTOR shall comply with all applicable federal regulations in addition to all other specifications, terms and conditions of the attached contract as follows:

Contractor must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Contract, are by this reference incorporated herein.

Contractor further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by the State of Oregon. This Master Agreement is incorporated by reference and made part of this Contract. Said Master Agreement is available upon request from the State by calling 503.986.3300, or at [www.transit.dot.gov](http://www.transit.dot.gov).

#### **No Federal Government Obligation to Third Parties**

The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records and Reports**

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three  
(3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **Changes to Federal Requirements Clause**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between [AGENCY] and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### Civil Rights and Equal Opportunity

The Oregon Department of Transportation (ODOT) is an Equal Opportunity Employer. As such, the ODOT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the ODOT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it



will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disadvantaged Business Enterprises (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Recipients (County) must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the County's written consent; and that, unless the County's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

**Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County's requests which would cause County to be in violation of the FTA terms and conditions.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue



available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the County.

### **Clean Air**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Clean Water**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Contract Work Hours and Safety Standards Act**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**4. Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Public Transportation Employee Protective Agreements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

### **Charter Service**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Recipients (County) and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities unless the contractor adheres to the exceptions provided in 49 CFR part 604.6 through 49 CFR part 604.11 and adheres to the reporting requirements of 49 CFR part 604.12.

### **School Bus Operations**

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

### **Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Oregon Department of Transportation, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR parts 655 and review the testing process.

### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **ADA Access**

The contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised

September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

**EXHIBIT 5**

**WASCO COUNTY SERVICES CONTRACT**

**AGREEMENT #33507 BETWEEN OREGON DEPARTMENT OF TRANSPORTATION AND WASCO COUNTY**

**EXHIBIT 6**

**WASCO COUNTY SERVICES CONTRACT**

**AGREEMENT #3 BETWEEN OREGON DEPARTMENT OF TRANSPORTATION AND WASCO COUNTY**

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. 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: Financial Information**

#### **Exhibit C: Insurance Requirements**

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$135,400.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
  - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
  - b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the



following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
    - ii. Recipient is in compliance with the terms of this Agreement.
    - iii. Recipient'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. All funds previously disbursed have been used in accordance with OAR Chapter 732.
    - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
  - c. **Recovery of Funds.** Any funds disbursed to Recipient 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 must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set 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.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

**9. Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

- b. **Subagreement indemnity; insurance.**
- c. ***Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

Recipient 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.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,;
  - i. Upon notification to State of its desire to withdraw from eligibility to receive the

- funds and providing to State a reason acceptable to State for the withdrawal; or
- ii. If 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.

## 11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 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.
- c. **Reserved.**
- 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.** Recipient 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.** State and Recipient 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.

Recipient 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 the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the 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 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **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 State (or any other agency or department of the State of Oregon) and Recipient 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 SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient 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, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient 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 Recipient, 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, 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, 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. Recipient, 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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Wasco County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Tyler Stone  
511 Washington Street, STE 207  
The Dalles, OR 97058  
1 (541) 506-2552  
tylerS@co.wasco.or.us

**State Contact:**

Theresa Conley  
555 13th Street NE  
Salem, OR 97301-4179  
1 (541) 388-6250  
theresa.l.conley@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Theresa Conley

Date \_\_\_\_\_ 05/21/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

## EXHIBIT A

### Project Description and Budget

#### Project Description/Statement of Work

Project Title: STF Wasco County 33507				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,400.00	\$135,400.00	\$0.00	
<b>Sub Total</b>	\$135,400.00	\$135,400.00	\$0.00	
<b>Grand Total</b>	<b>\$135,400.00</b>	<b>\$135,400.00</b>	<b>\$0.00</b>	

#### 1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

#### 2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

#### 3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.



**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$135,400.00</b>
---	---	--	---

<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
--

## **EXHIBIT C**

### **Insurance Requirements**

#### **GENERAL.**

Recipient 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient 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 State:

**Bodily Injury, Death and Property Damage:**

\$1,000,000 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 State:

**Bodily Injury, Death and Property Damage:**

\$1,000,000 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 State, 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 Recipient'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 State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State 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 Recipient 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.** Recipient 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.



## MOTION

**SUBJECT: ODOT Transportation Agreement**

---

I move to approve the Oregon Department of Transportation Rail and Public Transit Division **Agreement Number 33604** providing capital and operating funds for the provision of public transportation to seniors and individuals with disabilities and the general public in Wasco County.

I move to approve the Oregon Department of Transportation Rail and Public Transit Division **Agreement Number 33507** funding maintenance and expansion of existing transportation programs for the provision of public transportation to seniors and individuals with disabilities in Wasco County.



## AGENDA ITEM

### Economic Development Commission Quarterly Report

---

[STAFF REPORT](#)

---

**Wasco County Economic Development Commission  
Report to the Wasco County Board of Commissioners**

---

July 2019

**Unincorporated Communities Committee**

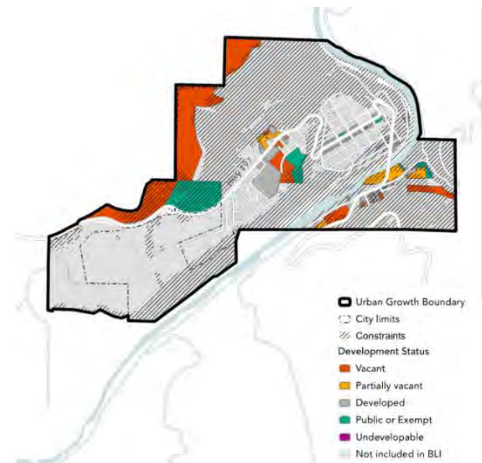
The Unincorporated Committee consists of EDC Commissioners Joan Silver and Stan Kelsay. Staff continues to work with WWSA to identify feasible next steps with their water system replacement project as well as determine appropriate support for their waste water system. RCAC is scheduled to return to begin the process for capital improvement planning. The Committee worked with WW&SA to develop a draft request for proposals for engineering services for this study and are distributing to engineering firms that work in the area. Responses are due in late July and WW&SA should move forward with selection over the summer. Staff also engaged with several other small districts including Tooley Water and Tygh Valley Fire District to connect them to technical assistance resources.

**Small Cities Committee**

Staff and EDC Members (Kathy Ursprung, Mary Kramer, Terry Moore, Gary Grossman, Frank Kay) have worked on projects to support communities around the County. RARE Tatiana Eckhart developed a draft plan for this committee and is beginning implementation of that strategy focused on infrastructure, engaging with resource providers, and hosting trainings locally. Staff and several Cities attended the LOC Small Cities Coordination meeting and provided feedback from the EDC on the value of networking opportunities and training. The topic for discussion at the June meeting was USDA RD and focused on financing tools for local communities and businesses. Staff has also begun discussions with RCAC about hosting an infrastructure planning and finance training in the region to provide critical training to smaller cities and unincorporated areas with minimal travel.

In Dufur, staff worked with the Park District to prepare for and present to the Local Government Grant program Advisory Committee on the proposed pool rehabilitation project that would resurface the pool to support increased longevity of the structure and reduced staff and volunteer resources for cleaning.

Staff participated in the Maupin Economic Opportunities Analysis Advisory Committee with the City, anticipating a final report in early June. The study found that while appropriately zoned land is somewhat limited, it currently meets need and recommended continuing to monitor land availability as development occurs. A significant portion of Maupin's industrially zoned land also has access constraints, so a potential strategy highlighted during the process could be to shift that zoning to more appropriate land. The community is interested in focusing on leveraging the new broadband capacity to support business development and building on the river connection to support not just seasonal jobs but year round employment.



**Broadband Committee**

The Broadband Committee includes Stan Kelsay. The fiber system in Maupin has been completed and customer hook ups are well underway. Staff has been supporting project wrap up activities and reporting. Additionally, the project has received a lot of good

coverage with a story on OPB's "[Think Out Loud](#)," in Oregon Business Magazine, and several other outlets.

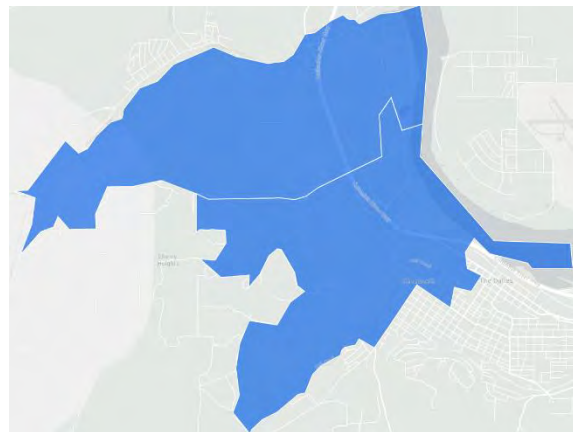
Staff has begun discussions with Maupin City officials and other local organizations about strategies for incorporating broadband into their efforts including a focus on telecommuting, exploring opportunities to host a hack-a-thon, and engaging students with businesses to learn and implement marketing with online platforms. In partnership with the Small Business Development Center, an additional WebWorks forum will be held in Maupin this fall to allow businesses to learn from each other about tools that take advantage of the improved connectivity.

Staff has also been working with Q-Life to explore opportunities to increase connectivity building on the increased bandwidth available in Maupin.

**Open for Business Committee:** The Open for Business Committee includes EDC Commissioners Nan Wimmers, Kathy Ursprung, Matthew Klebes, and Megan Thompson. The committee has updated drafts of the Business Development Guides for the unincorporated areas of Wasco County, The Dalles, Dufur, and Maupin. Outreach has been conducted to Mosier to determine interest in a guide for their community. Staff is gathering feedback from local planning departments and other economic development stakeholders to finalize the guide updates. Additionally, the Committee is drafting an outreach strategy to improve usage.

Additionally, The Dalles Brownfield Integrated Planning project has completed its initial inventory of sites and held a meeting with representatives from the business community, property owners, and local governmental partners. Feedback was positive from this group was positive regarding opportunities additional study and remediation could provide for future development in The Dalles. Staff at the City is working with the EDC and other partners to explore continuing this effort with an application for an Environmental Protection Agency Brownfield Assessment grant. This would support initial assessments of properties as well as have the potential to support redevelopment planning for key sites. While the initial inventory focused on the Urban Renewal Area, the area for assessments could encompass additional properties.

The Open for Business Committee supported outreach and agenda development for a regional convening on Opportunity Zones that took place **June 21, 2019** from 9am to 12pm at the Hegewold Center in Stevenson. The discussion covered the basics of the program as well as information on the approaches both Washington and Oregon are taking to organizing information on potential projects to connect them to qualified opportunity funds. In Wasco County, two census tracts in The Dalles were designated.



### **Enterprise Zone Management**

EDC staff in its role as Enterprise Zone Manager for the Wasco County Joint Enterprise Zone outside of The Dalles area worked with Matthew Klebes, Zone Manager within The Dalles, to develop policy recommendations for extended abatements.

### **General EDC Activities:**

EDC staff provided the following support services:

- RARE Project Coordinator Tatiana Eckhart completed a draft of the Wasco County Fair Board Strategic Plan after conducting stakeholder and similar facility interviews and two planning retreats with the Board. Staff is working to gather feedback on the draft from the Fair Board and other stakeholders before finalizing for adoption.
- Tatiana has been working with local stakeholders to study economic development related response and recovery efforts to the wildfires and other economic shocks impacting Wasco County and the Gorge over the last several years. This analysis will provide the basis for developing economic resiliency tool kits to support addressing future disasters or other economic shocks.
- Staff participated in the FEMA workshop organized by the Wasco County Planning Department to discuss strategies for community resiliency and explore potential funding opportunities for relevant projects.
- Staff has been participating in the City of The Dalles Economic Opportunity Analysis process. The group discussed recommendations for economic development strategies the City can support as well as reviewed the economic trends and projected site needs for the next 20 years. The City will move forward with finalizing this document and then analyze the land supply to determine the needs for the coming 20 years.
- Congress approved additional disaster funding through EDA that opens this pool of additional resources up to counties impacted by disaster declarations in 2018. Staff is beginning to explore opportunities for utilization of these resources in Wasco County.
- Staff attended the South Wasco County Business Expo at Nature's Point in Tygh Valley. The event showcased businesses, local governments, and non-profits that serve the area. It was a great chance to connect with entities we partner with and meet new businesses.
- Staff was appointed to and participated in the Q-Life Budget Committee.
- Staff supported a Gorge Broadband Consortium Meeting in early June. Highlights included legislative updates from Oregon and Washington, discussion of broadband mapping challenges and tools, as well as updates on investments in the region.
- Staff participated in a call with Q-Life representatives and Senator Merkley's staff to discuss the ReConnect program and challenges for accessing those resources in our area due to the significant investment an application requires and challenges with clear, accurate mapping data to determine eligibility.
- Staff developed letters of support for the Mosier Deep Wells project which is seeking funding from the Oregon Water Resources Department, for Columbia Gorge Community College's Synchronous Classrooms project application to USDA RD's Distance Learning Telemedicine program, and for the Deschutes Rim Health Clinic's expansion project.
- Staff met with the Gorge Youth Center project leads to discuss the current status of their efforts. They have conducted a feasibility study and are continuing their fundraising efforts.
- Staff is serving on the planning committee for the statewide Infrastructure Summit to be held October 20<sup>th</sup> and 21<sup>st</sup> at the Salem Convention Center. More information will be posted at <https://www.oregon4biz.com/Infrastructure-Summit/> as the program take shape.



**By The Numbers**

*Source: Oregon Employment Department*

- Unemployment rate (seasonally adjusted)

	<b>May 2019</b>	<b>Apr 2019</b>	<b>May 2018</b>
<b>Oregon</b>	4.2%	4.3%	4. %
	<b>Apr 2019</b>	<b>March 2019</b>	<b>Apr 2019</b>
<b>Wasco County</b>	4.7%	4.7%	4.1%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	<b>May 2019</b>	<b>Apr 2019</b>	<b>May 2018</b>
<b>Oregon</b>	1,964,300	1,952,100	1,916,600
<b>Wasco County</b>	10,230	10,100	10,220