

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, OCTOBER 18, 2017
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

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

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

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

1:00 p.m.

CALL TO ORDER

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.

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [IGA for Child Support Enforcement](#); [Surplus Order](#); [September Financial Report](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes: 10.4.2017 Regular Session](#)

1:30 p.m. [Chamber Immediate Opportunity Funds Report](#) – Lisa Farquharson

1:45 p.m. [Fort Dalles Museum Immediate Opportunity Funds MOU Extension](#) – Donna Lawrence

1:55 p.m. [SWAC Rate Increase Recommendations](#) – John Zalaznik

2:10 p.m. [MCCFL Trust Deed and Lease](#)

2:20 p.m. [MCCFL CDBG Project Bid Opening](#)

COMMISSION CALL
NEW/OLD BUSINESS
ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 18, 2017

PRESENT: Scott Hege, County Commissioner
Steve Kramer, Vice-Chair
Rod Runyon, Commission Chair
STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 1:00 p.m. Chair Runyon opened the Regular Session with the Pledge of Allegiance.

Public Comment – Building Codes

Wayne Lease of Washington State complained about the comingling of money at MCCOG and the repayment of a loan by MCCOG to Building Codes. He stated that there have been violations of his first amendment rights along with fraud, conspiracy to commit fraud and other violations. He said that the transition of Building Codes to another parent entity needs to be done right. The Board thanked Mr. Lease for his comments.

Farewells

Chair Runyon recognized Finance Manager Siri Olson and Accounts Payable Clerk Teresa Chavez for the service they have given to the County as the move on to other opportunities. The Board wished them well in their new endeavors.

Discussion – Child Support Enforcement IGA

Ms. White explained that the Wasco County Child Support Specialist has vacated her position and the decision was made to move those services back to the State. This agreement formalizes that decision.

Commissioner Hege asked why an agreement is necessary for the State to

perform a function that is a State-level function. County Counsel Kristen Campbell responded that it does seem counterintuitive but the agreement is required by statute.

{{{Vice-Chair Kramer moved to approve IGA #19044 for authorizing DCS to assume the support enforcement responsibilities previously assigned to the DA. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion – Surplus of Generac Generator

Ms. White explained that some time ago the County replaced the Courthouse generator with a larger unit capable of fully supplying the Courthouse with power. The County has no use for the old generator which has been stored in the Public Works building. Public Works has offered to transport the unit to the auction yard. Commissioner Hege asked if the unit has been offered to partner agencies prior to sending it to auction. Ms. White responded that she does not know but will make sure the facilities manager is aware of the direction to do so.

{{{Commissioner Hege moved to approve Order #17-061 Generac Propane Generator Model #QT04554ANSAN. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion – September Financial Report

Finance Director Mike Middleton reviewed his memo and report included in the Board Packet. Chair Runyon asked about the increase in Fair attendance. Mr. Middleton replied that the information is really anecdotal as the Fair Board does not separate out the types of tickets that are being sold; they base their estimates on the total dollar amount and how much the vendors are bringing in.

Vice-Chair Kramer commented that although Thursday is free to fair-goers, the cost of that day is covered by The Dalles Disposal – a fact that is not always recognized. He said that their contribution to the community is appreciated.

Commissioner Hege asked about some seeming anomalies in the finance report under capital; some do not have data from prior years. Mr. Middleton responded that the only one for from last year that actually had capital was the MCCFL CDBG construction project.

The Board expressed their appreciation for the ongoing reporting.

Mr. Middleton explained that his staff is in flux – the HR Manager is on maternity leave, the Payroll Generalist is new, two other positions in his office will be vacant in the next two weeks. He said he will be working to fill those positions.

Commissioner Hege asked if the financial reports are sent to the Department Directors. Mr. Middleton replied that the reports are available to all but he will be providing them to the Management Team at the monthly meetings. He said that he is already using this format to help inform the Museum Commission.

Agenda – Chamber Immediate Opportunity Project Report

The Dalles Chamber of Executive Director Lisa Farquharson reviewed her report and presentation (attached) outlining the work that was done on the façade of the Chamber Building; work that was in part supported with funding from the City/County Enterprise Zone Immediate Opportunity funds project.

Ms. Farquharson announced that tomorrow is the Chamber Member Appreciation event which was delayed by the Eagle Creek Fire and will now be an indoor event with locally grown and produced foods. She noted that there is a Chamber member that will be honored for 100 years of Chamber Membership. She added that the Chamber is soliciting nominations for the Awards Banquet.

Discussion – Fort Dalles Museum MOU Addendum #2

Fort Dalles Museum Commissioner Eric Gleason stated that the Commission is seeking a further extension of the Immediate Opportunity MOU. He stated that they have had difficulty getting contractors lined up but believe they have it covered now for the chimney and carpentry work. He added that they are hoping to stretch the money to work beyond the Surgeon's Quarters and to establish a regiment for maintenance. He stated that there is some wood rot in other buildings and the gardener's cottage has never been open to the public. He said that the Museum Commission would like to restore that cottage and open it to the public.

Ms. White noted that the Museum Commission is asking that the extension run to November of 2018.

{{{Vice-Chair Kramer moved to approve the Fort Dalles Museum MOU Addendum #2 to extend the term to November 15, 2018. Commissioner

Hege seconded the motion which passed unanimously.}}

Agenda – SWAC Rate Increase Recommendation

Environmental Health Supervisor and Solid Waste Advisory Committee member John Zalaznik reported that SWAC met on October 11, 2017 to consider the Wasco County Landfill's rate increase request. He stated that the SWAC recommends approval of the rate increase which is in line with the franchise agreement and County Ordinance. He said that the SWAC is also recommending that when the County Ordinance is updated, the Public Health Officer be removed as Chair and act as an advisor. The letter of recommendation is included in the Board Packet.

Mr. Zalaznik stated that recycling is unsettled and a lot more tippage may be going into the landfill due to the high cost of recycling. He said that the DEQ is allowing some variances in response to the market.

Commissioner Kramer reported that he spoke with Waste Connections District Manager Jim Winterbottom this morning. He stated that Mr. Winterbottom has been in contact with the DEQ and is seeking one variance that will cover all eleven of his jurisdictions.

Mr. Zalaznik provided a hand-out to the Board (attached). He stated that when SWAC met they were provided a longevity report from the landfill – last year it was estimated at 79 years and it is now 48 years; the addition of the recyclables will significantly reduce the life of the landfill.

Commissioner Hege asked how our costs compare with those of Washington State. Vice-Chair Kramer replied that Washington State is different than Oregon but more research will have to be done to answer the question. That work will be part of the Ordinance update. He reported that he has been working with County Counsel on preliminary work and hopes to start moving forward with that in January.

Mr. Zalaznik added that the work will include a look at the composition of the SWAC to make sure all stakeholders are represented. He observed that the Ordinance is supposed to be updated every 10 years; the last time it was updated was 1996.

Vice-Chair Kramer went on to say that it may make more sense to amend the Ordinance to redefine the SWAC membership prior to the work toward a more comprehensive revision of the Ordinance.

Chair Runyon asked if they are looking at other counties' ordinances. Vice-Chair Kramer responded that they have identified five like-size counties and will be reviewing their ordinances.

Commissioner Hege asked if this rate increase is for the Landfill only. Mr. Zalaznik replied affirmatively, saying that Waste Connections was unable to get their letter to the SWAC in time for the October 11th meeting; their time has been consumed by the recycling crisis.

Commissioner Hege pointed out that the Landfill increase will impact costs for Waste Connections. Mr. Zalaznik agreed saying that he hopes they will get their request in by November 1st in order to allow time to notify consumers. Vice-Chair Kramer added that Mr. Winterbottom communicated to him that Waste Connections rate increase request will mirror that of the landfill.

{{{Commissioner Hege moved to approve Resolution #17-011 approving the rate increase for the Wasco County Landfill. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda – Trust Deed and Lease

Ms. White explained that the original agreement for Wasco County to act as sponsor for the Mid-Columbia Center for Living's CDBG construction project requires that MCCFL lease the ground to the County for the duration of construction. In addition, a trust deed must be executed to ensure that if MCCFL fails to continue to use the building for at least 5 years as a mental health clinic, the property will revert to Wasco County which would then become responsible for maintaining its use for the five-year period.

Ms. Campbell said that she worked with the MCCFL attorney on the details of the document. She said that changes have been made since the document was published in the Board Packet. Those changes, in sections A through E, shifted liability away from the County. She added that there were one or two other changes to make sure the County is not responsible for the maintenance costs.

{{{Vice-Chair Kramer moved to approve the trust deed from Mid-Columbia Center for Living. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Kramer moved to approve the Ground Lease with changes as described and approved by County Counsel. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called for a recess at 2:23 p.m.

The Session reconvened at 2:29 p.m.

Agenda – Bid Opening

Chair Runyon read the staff memo into the record:

On September 15, 2017, an RFP for construction of a CDBG funded mental health facility was issued. On September 27, 2017, a pre-bid meeting was held for said project. The deadline for submission of bids was set for 2 p.m. on Wednesday, October 18, 2017.

Under the terms of the grant agreement, bids must be opened between 2:00 p.m. and 5:00 p.m. Following the bid opening, members of the project team will review and evaluate the submitted bids and return to the Board at a future date to provide a recommendation for the selection of a general contractor for the project.

Chair Runyon opened the bids submitted by the aforementioned deadline and read the name of the bidder and the amount of the bid:

Griffin Construction out of Prineville, Oregon	\$6,255,000
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2KG Contractors out of Portland, Oregon	\$6,510,000
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Consent Agenda – 10.4.2017 Regular Session Minutes

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

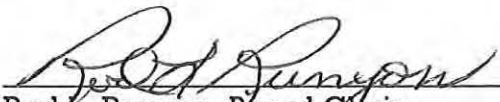
Chair Runyon adjourned the session at 2:33 p.m.

Summary of Actions


MOTIONS

- To approve IGA #19044 for authorizing DCS to assume the support enforcement responsibilities previously assigned to the DA.
- To approve Order #17-061 Generac Propane Generator Model #QT04554ANSAN.
- To approve the Fort Dalles Museum MOU Addendum #2 to extend the term to November 15, 2018.
- To approve Resolution #17-011 approving the rate increase for the Wasco County Landfill.
- To approve the trust deed from Mid-Columbia Center for Living.
- To approve the Ground Lease with changes as described and approved by County Counsel.
- To approve the Consent Agenda.

Wasco County
Board of Commissioners


Rod L. Runyon, Board Chair


Steven D. Kramer, Vice-Chair


Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 18, 2017**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [IGA for Child Support Enforcement](#)
2. [Surplus Order](#) – Fred Davis
3. [September Financial Report](#) – Mike Middleton

Discussion Item
Child Support Enforcement IGA

- [IGA 19044 for Child Support Enforcement](#)

INTERGOVERNMENTAL AGREEMENT #19044

This agreement is entered into by the State of Oregon, acting by and through its Department of Justice, Division of Child Support (hereinafter "DCS"), the County of Wasco (hereinafter "County"), and the District Attorney of Wasco County (hereinafter "DA"). DCS, County, and DA are collectively referred to herein as "Parties."

1. PURPOSE OF THIS AGREEMENT

This Agreement is for the purpose of redistributing the responsibilities described in ORS 25.080 and authorizing DCS to assume, pursuant to ORS 25.080(6), the support enforcement responsibilities previously assigned to the DA. Its further purpose is to enable the parties to obtain federal financial participation pursuant to 42 USC § 651 *et seq.*, and 45 CFR Part 301 *et seq.*, to help offset costs incurred in carrying out the Agreement's terms.

2. TIME PERIOD

This Agreement is effective commencing on November 1, 2017 regardless of when the Agreement is signed by all Parties and approved as required by applicable law, and shall continue unless terminated by all of the Parties in accordance with the terms of this Agreement.

3. TERMINATION OF PRIOR AGREEMENT

The Parties agree that the Department of Justice, Cooperative Agreement for Child Support Enforcement (#15441) dated July 1, 2015, as amended, is terminated effective October 31, 2017. The Parties further agree that the 90-day notice required by paragraph 11(b)(i) of the July 1, 2015, Cooperative Agreement is expressly waived by mutual consent.

4. CONSIDERATION

In exchange for assuming new support enforcement responsibilities, DCS will receive incentive and other federal and state funds previously received by County and DA. County and DA agree to transfer current active files to DCS and to respond to any DCS or Assistant Attorney General (hereinafter "AAG") inquiries thereon.

5. TERMINATION

The sole manner of termination is for the parties to enter into a new intergovernmental agreement under ORS 25.080 (7) for child support services.

Notice of any termination and request to enter into a new agreement for child support services must be in writing, and may be delivered by regular mail. Any termination of this Agreement shall not affect and shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

6. DCS, COUNTY, AND DA PERFORMANCE

DCS, County, and DA agree:

- A. DCS will assume the DA's statutory support enforcement functions set forth in ORS 25.080. Upon request of an applicant and pursuant to ORS 25.080, DCS shall:

- (1) Take prompt and appropriate action to establish paternity or to establish, enforce, or modify support pursuant to ORS Chapters 18, 25, 107, 108, 109, 110 and 416 and through the use of any other applicable civil enforcement remedy.
 - (2) Establish and enforce medical child support required by ORS 25.321 to 25.343 and OAR 137-055-3340, 137-055-4620 and 137-055-4640.
 - (3) Maintain support payment records and receive and disburse support payments for all cases referred to DCS under ORS 25.160 or ORS 25.164, and promptly initiate and complete all appropriate actions.
- B. For the purpose of this Section, an applicant is defined as a person:
- (1) Who has signed a written application as required by 42 USC § 654(4)(A) and 45 CFR 302.33(a);
 - (2) Who has authorized continuing enforcement services as provided by 45 CFR 302.33(a), provided that person is not otherwise receiving enforcement services from DCS pursuant to ORS 25.080 or ORS 25.381; or
 - (3) Who requests that support payments be made to DCS pursuant to ORS 25.164.
- C. County and DA will maintain and at all reasonable times provide access to and, if requested, copies of the below listed records for inspection, review or audit by DCS, the Division of Audits of the Office of the Secretary of State or by authorized federal officials for a period of six (6) years from November 1, 2017:
- (1) Records of support enforcement services provided;
 - (2) Records of costs pertaining to Cooperative Agreement for Child Support Enforcement (#15441) dated July 1, 2017; and
 - (3) Such other records as may be required by the United States Department of Health and Human Services.
- D. All DA child support cases will be managed as part of the DCS caseload and handled in the same manner as other DCS cases.
- E. DA will ensure that all child support case documents from the court, parties, employers or other individuals or entities received by DA on or after November 1, 2017, be provided to DCS as soon as possible upon execution of this agreement. Documents should be mailed to the East Portland Division of Child Support at:
- 10142 SE Washington Street,
Portland, Oregon 97216
- F. In accordance with state and federal law, County and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, and obligations to comply with applicable federal requirements contained in the Cooperative Agreement dated July 1,

2017, continue, notwithstanding termination of that Cooperative Agreement pursuant to Section 3 of this Agreement.

- G. DCS retains right to recover from County, in accordance with the terms of the Cooperative Agreement #15441, any Grant moneys for reimbursement requests or incentive payments for any time period after October 1, 2017.
- H. DCS will reimburse County in accordance with and at rates set forth in Section 3.a. of the Cooperative Agreement #15441, for all Allowable Costs necessarily incurred and paid by County or DA for the time period it operated the Program through October 31, 2017; provided, however, that DCS shall have no obligation to reimburse Allowable Costs more than two years after the date that County or DA incurred the cost.
- I. All parties agree to make reasonable good faith efforts to minimize disruption or other problems associated with the termination of the Cooperative Agreement #15441, and to cooperate in ensuring an orderly transfer of child support service case responsibilities to DCS.
- J. DCS has disbursed in full the final incentive payment. The DA and County will not receive any additional incentive payments.
- K. The DA shall transfer to DCS all personal property on the list attached as Exhibit B, if any. All items listed on Exhibit B, including case files, will be available for DCS to pick-up and transport effective October 31, 2017. The actual date for the transport of files will be coordinated between DCS and the DA.

7. TRANSFER OF CURRENT COUNTY EMPLOYEES

A. There are no County employees who will be offered a transfer of employment to DCS in accordance with the provisions of the Oregon Transfer of Public Employees Statute (ORS 236.605, *et seq.*) under this agreement.

B. If any of the employees of the Family Support Division of the DA's office make a claim for and receive Unemployment Benefits, the County is solely responsible for repayment of those benefits to the State of Oregon Employment Department.

8. NON-DISCRIMINATION

The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

9. COMPLIANCE WITH LAW

The parties to this agreement will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement, including the relevant parts of 45 CFR 92, Title IV-D of the Social Security Act and its implementing federal regulations, and the state and federal laws described in Exhibit A, attached hereto and incorporated herein by this reference.

10. GENERAL PROVISIONS

- A. Severability. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provision so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- B. Entire Agreement. This Agreement constitutes the entire Agreement among the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

APPROVED FOR LEGAL SUFFICIENCY

By: /s/
Assistant Attorney General
Date: per email dated

DEPARTMENT OF JUSTICE

By: _____
Frederick M. Boss, Deputy Attorney General
Date: _____, 2017

DIVISION OF CHILD SUPPORT

By: _____
Kate Cooper Richardson, IV-D Director
Date: _____, 2017

REVIEWED AS TO CONTENT:

By: _____
Eric Nisely, Wasco County District Attorney
Date: _____, 2017

REVIEWED AS TO FORM:

By: _____
County Counsel
Date: _____, 2017

WASCO COUNTY GOVERNING BODY

By: _____
Rod Runyon, Chair, Wasco County Commission

Date: October 18, 2017

By: _____
Kristen Campbell, Wasco County Counsel

**DEPARTMENT OF JUSTICE
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 9 of the Agreement, the parties will comply with the following requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

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

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an 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.

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

c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200, Subpart F.

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

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 *et. seq.*).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

**DEPARTMENT OF JUSTICE
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
PERSONAL PROPERTY**

**NUMBER OF WASCO COUNTY DA SUPPORT CASES AS OF June 30, 2017:
325 total cases**

A Cases	248
I Cases	9
J Cases	53
Locate	15
Spousal	1

All of the above identified cases and files, as well as any cases and files received by the Wasco County DA after June 30, 2017 will be included in the transfer of documents from Wasco County DA to DCS.

NUMBER OF PAPER FILES THAT WOULD TRANSFER:

Effective November 1, 2017, until such time as the paper files can be transferred to DCS, those files will be housed in a Wasco County DA office which will be closed and locked. DCS will coordinate the date and time for the pick-up and transport of the paper files with the DA Office Manager. DCS will complete an inventory of the files received and transported from the Wasco County DA office.

EQUIPMENT:

The County and DA certify that there were not any material purchases that were submitted for Federal or State fund reimbursement to DCS. Therefore, no equipment or furniture will be transferred to DCS.

Furthermore, the County and DA certify that all computers and equipment used for Child Support purposes will have the hard drives scrubbed of all child support data, and that any confidential child support information has either been destroyed or will be transferred to DCS no later than the date that DCS transports that paper files from the DA Office.

Discussion Item

Surplus Equipment

- [Staff Memo](#)
- [Order 17-061 Surplussing Generator](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: FRED DAVIS
SUBJECT: SURPLUS GENERATOR
DATE: 10/13/2017

BACKGROUND INFORMATION

Wasco County Facilities requests that the Board of County Commissioners declare surplus the generator previously used for backup power at the Courthouse. It is a Generac brand propane powered Model QT04554ANSNA; Serial number 4898855. It produces 45 kilowatt, 120/240 volt single phase. The generator was built in November of 2007. It was replaced with a larger three phase unit capable of powering all electrical systems in the Courthouse.

We have not received any requests for additional emergency backup power in any other County buildings. Though they have graciously stored this item for us, the Road Department would like to have this out of their storage space. They volunteered to transport the generator and switching gear to the Auction Yard for the upcoming auction in hope that it will be sold and return some funds to the County.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUSSING GENERAC PROPANE GENERATOR MODEL #QT04554ANSNA

ORDER #17-061

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 above said generator has been replaced with a larger unit capable of powering all electrical systems in the Courthouse; and

IT FURTHER APPEARING TO THE BOARD: That the County has no other practical use for said generator and it is occupying valuable storage space.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the above said generator will be considered surplus and disposed of by the Wasco County Facilities Manager in accordance with state laws governing the disposition of property.

DATED this 18th day of October, 2017.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Rod L. Runyon, Commission Chair

Steve D. Kramer, Vice Chair

Scott C. Hege, County Commissioner

Discussion Item
September Financial Report

- [Finance Director's Report](#)
- [September Financials](#)

Wasco County Financial Report – For September 2017

This report covers September of 2017. The information is unaudited and subject to adjustments. These reports are created with the intention of aiding management of the County financially but are not final.

Discussion of Revenue

General Fund

- Property Taxes are currently \$36K – this is an increase of \$2K over last fiscal year. The amount is an increase of 7.2% over last year at this point. The budget execution is the same as last fiscal year at 0.4%. The County is on the normal trending path.
- The Licenses Fees and Permits for non-departmental are down \$108K due to timing of the receipts of payments. Primarily Solid Waste Host Fee is down about \$92K from last year due to two payments received instead of three. The pattern is the next will arrive about 10/20 or so. This same applies to Franchise Fees and Landfill License Fees to make up the discrepancy.
- Intergovernmental Revenue – non single audit is down \$54K due to the application of the 60-Day rule being applied correctly this year but not last year. This is due to the Assessing/Tax Funding and Cigarette Tax funds received. This was discussed last month and will be a consistent difference until the fiscal year end.
- Transfers in have only executed to 0.6% of the budget due to the Economic Development Fund transfer in not happened yet as the revenue has not shown yet – budgeted at \$585K.
- Planning Licenses Fees and Permits is already at 65.0% of the budget execution and \$30K more than last year at this same point. This is primarily driven by Land Use Permits.
- The District Attorney's Office has a low budgeted revenue execution (5.2%) due to grant funds not recorded in FY18 yet. (CAMI, VOCA, VOCA Expansion, CFA) These are expected to arrive in the near term. The Department of Revenue has confirmed Wasco County will be getting the funds, however, the Department seems to be slow in getting the processing finished.

Public Works Fund

- Intergovernmental Revenue – non single audit is down \$131K. This is due to timing and changing accounting standards. This difference will remain until year end.
- Charges for Services are up \$16k. The timing issues appear to have been resolved. Current budget execution is at 38% so is indicating a healthy growth rate as this is about the straight-line expectation of 25%.
- No revenue has been credited to the Weed and Pest Division in Public Works. By this point last year (when the Division was a separate fund) it had collected \$54K in revenue by September 30th. The same contracts are in place but no revenue has been received yet.

Community Corrections Fund

- Revenues are lower due to grant receipts for Intergovernmental revenue – non single audit. This is in keeping with correctly allocating revenues to the appropriate fiscal year. This was not done last fiscal year so a variance exists this year.

Fair Fund

- Just to note, the Fair is currently \$24K ahead of where it was in revenues compared to last year at this time. This is a 26.8% increase over last year. However, the overall increase is due to the transfer in from the General Fund for \$29K that had not been done at this point last fiscal year. Removing this item puts the Fair at the same position as last year when all revenues are combined. Admissions are up over 20% and the carnival contributed an extra \$3,500 to the revenue.

Other funds

- Large transfer to the Public Works Road Reserve to decrease the large fund balance.
- Planned transfers to reserve funds all made as scheduled.
- Everything else is in line with projections

Discussion of Expense

General Fund

- Most expenses are within the straight-line spending expectation (25%)
- Sheriff's Department – Marine Patrol is at 44.8% of budget execution but this is due to the season nature taken into account. It is only \$646 greater than last year at the same time – a difference of only 2.6%.
- Non-Departmental expenditures are at 94.1% due to nearly all of the scheduled transfers being completed.
- The Norcor payment to the Adult facility is at 24.7% which is the same as last year at this time. However, it is \$117K less than last year. This is due to improperly split payments. Norcor is being paid \$85,137 per month from the General Fund and \$39,336 from the Community Corrections fund. Last year, the amount net amount was the same but the Community Corrections funds were transferred to the General Fund then paid out. This eliminates this additional step by paying it out directly.

Public Works Fund

- Materials & Services are at 28.8% of budget execution – this is due to the non-linear nature of the expenses and is still within budget expectations. (Primarily Insurance & Bonds and Supplies.) The overall difference for this area is only 6.2% so this is fine.
- Overall, Public Works has an execution of 51.7%; this is due to the full transfer of \$2 million to the Road Reserve Fund. This was to move excess fund balance. Personnel expense is only 21.4% which is well under the straight-line expectation. Materials & Services are 35.3% of

budget execution. This is due to Contracted Services executed to 76.2% of the budget (\$110K); Insurance & Bonds fully paid out to 98.3% (\$52K); and Supplies – Paint & Beads executed to 49.5% (\$37K). These expenses are the primary reason the budgeted execution is considerably above the 25% straight-line expectation.

County Fair Fund

- Current expenses are \$8K less than last fiscal year at this time. Less than \$400 of this is allocable to the change in allocation between the Fair and the Park. The remainder is due to materials and services coming in lower currently. The primary driver of the Fair has occurred and the Fund is in good shape as the expenses were lower than last fiscal year at this time.

Land Corner Preservation Fund

- While the budget execution is 38.6%, this is in pattern to the fund spending and actually just over half (46.1%) of the prior year spending at the same time. It is in line with the budgeted plan as the fund does not spend on a linear path.

Weed and Pest

- As this fund has been closed down and the function rolled into the Public Works fund, there should be no expenses. However, some have been recorded. These costs are being moved to the correct coding in October. The total amount is only \$2,668.

All Other Funds

- Transfers have been completed as budgeted and this has thrown off the budget execution rate in several funds overall.
- Nothing else to note.

Summary

All in all, the County is off to a good start for the fiscal year. Overall Personnel across all funds comes in at 24.2% of budget execution while Materials & Services comes in at 22.8%. Also of note, the overall increase in expense across all funds for Materials & Services is just under \$73K. Personnel has increased \$206K over last year at this time across all funds.



Wasco County Monthly Report

General Fund Revenue - September 2017

Filters

Fd	101
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
GENERAL FUND							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R	8,890,966	35,657	33,270	0.4%	0.4%	7.2%	2,387.59
LICENSES FEES & PERMITS-R	985,548	186,843	295,780	19.0%	33.7%	-36.8%	(108,936.98)
INTERGOV'T REV - NON SINGLE AUDIT-R	516,850	140,568	195,024	27.2%	36.9%	-27.9%	(54,455.97)
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	40,200	9,254	14,950	23.0%	46.4%	-38.1%	(5,695.73)
RENTS-R	10,135	-	-	0.0%	0.0%	#DIV/0!	-
MISCELLANEOUS-R	141,501	40,088	2,069	28.3%	1.5%	1837.7%	38,018.92
TRANSFERS IN-R	664,300	4,300	-	0.6%	0.0%	#DIV/0!	4,300.00
GENERAL FUND RESOURCES-R Total	11,252,700	416,710	541,093	3.7%	4.6%	-23.0%	(124,382.17)
NON-DEPARTMENTAL RESOURCES-R Total	11,252,700	416,710	541,093	3.7%	4.6%	-23.0%	(124,382.17)
ASSESSMENT & TAXATION-R	20,800	13,937	13,263	67.0%	75.6%	5.1%	673.74
COUNTY CLERK-R							
COUNTY CLERK-R	125,850	41,171	40,987	32.7%	32.6%	0.5%	184.50
ELECTIONS-R	8,350	100	247	1.2%	2.7%	-59.5%	(146.92)
COUNTY CLERK-R Total	134,200	41,271	41,234	30.8%	30.6%	0.1%	37.58
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	17,672	12,500	30.0%	11.3%	41.4%	5,172.00
MARINE PATROL-R	55,828	30,353	-	54.4%	0.0%	#DIV/0!	30,353.31
LAW ENFORCEMENT-R	228,010	66,444	66,246	29.1%	23.4%	0.3%	197.50
SHERIFF-R Total	342,803	114,469	78,746	33.4%	17.7%	45.4%	35,722.81
ADMINISTRATIVE SERVICES-R							



Wasco County Monthly Report

General Fund Revenue - September 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
INFORMATION TECHNOLOGY-R	107,250	49,952	56,215	46.6%	52.9%	-11.1%	(6,262.75)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	3,650	92	341	2.5%	12.8%	-73.0%	(248.50)
FACILITIES-R	243,349	39,881	41,342	16.4%	14.3%	-3.5%	(1,461.43)
ADMINISTRATIVE SERVICES-R Total	354,249	89,925	97,897	25.4%	24.6%	-8.1%	(7,972.68)
ADMINISTRATION-R	279,850	45,378	31,292	16.2%	10.6%	45.0%	14,085.89
DISTRICT ATTORNEY-R	193,944	10,167	35,462	5.2%	20.3%	-71.3%	(25,294.86)
PLANNING-R	146,150	64,493	34,838	44.1%	23.8%	85.1%	29,654.20
PUBLIC WORKS-R	14,065	1,980	3,100	14.1%	19.3%	-36.1%	(1,120.00)
PREVENTION DIVISION-R	42,300	5,980	10,331	14.1%	23.9%	-42.1%	(4,350.95)
GENERAL FUND Total	12,781,061	804,309	887,256	6.3%	6.6%	-9.3%	(82,946.44)
Revenue Total	12,781,061	804,309	887,256	6.3%	6.6%	-9.3%	(82,946.44)



Wasco County Monthly Report

General Fund - Expenditures - September 2017

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	764,985	188,585	181,944	24.7%	21.3%	3.6%	6,640.54
COUNTY CLERK-E							
COUNTY CLERK-E	219,022	55,695	53,531	25.4%	23.5%	4.0%	2,163.54
ELECTIONS-E	102,999	14,413	22,186	14.0%	18.9%	-35.0%	(7,772.97)
COUNTY CLERK-E Total	322,021	70,108	75,717	21.8%	22.0%	-7.4%	(5,609.43)
SHERIFF-E							
EMERGENCY MANAGEMENT-E	137,115	22,214	16,514	16.2%	11.8%	34.5%	5,699.80
MARINE PATROL-E	56,694	25,394	24,748	44.8%	49.1%	2.6%	645.82
LAW ENFORCEMENT-E	2,186,464	518,032	480,475	23.7%	22.4%	7.8%	37,556.81
SHERIFF-E Total	2,380,273	565,639	521,737	23.8%	22.4%	8.4%	43,902.43
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	998,708	267,265	215,317	26.8%	22.9%	24.1%	51,948.27
COUNTY COMMISSION-E	206,989	51,328	48,432	24.8%	24.5%	6.0%	2,895.14
EMPLOYEE & ADMINISTRATIVE SERVICES-E	892,779	202,810	164,966	22.7%	18.2%	22.9%	37,843.83
FACILITIES-E	914,088	161,181	242,827	17.6%	25.5%	-33.6%	(81,645.93)
ADMINISTRATIVE SERVICES-E Total	3,012,564	682,584	671,543	22.7%	22.4%	1.6%	11,041.31
ADMINISTRATION-E							
ADMINISTRATION-E	680,350	214,170	186,626	31.5%	20.7%	14.8%	27,543.30
PASS-THROUGH GRANTS-E	171,885	20,805	33,885	12.1%	18.2%	-38.6%	(13,079.68)
NORCOR-E	1,469,748	363,229	480,366	24.7%	24.7%	-24.4%	(117,137.11)
VETERANS-E	152,070	35,912	31,851	23.6%	21.9%	12.7%	4,060.89
SPECIAL PAYMENTS-E	433,685	102,203	99,965	23.6%	24.5%	2.2%	2,237.91
ADMINISTRATION-E Total	2,907,738	736,319	832,693	25.3%	23.2%	-11.6%	(96,374.69)
DISTRICT ATTORNEY-E	661,877	134,992	137,539	20.4%	23.8%	-1.9%	(2,547.42)
PLANNING-E	741,690	170,057	151,614	22.9%	20.0%	12.2%	18,442.40



Wasco County Monthly Report

General Fund - Expenditures - September 2017

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
PUBLIC WORKS-E	50,242	10,647	15,138	21.2%	22.4%	-29.7%	(4,490.78)
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E	2,330,487	2,192,497	-	94.1%	0.0%	#DIV/0!	2,192,496.75
GENERAL FUND EXPENDITURES-E Total	2,330,487	2,192,497	-	94.1%	0.0%	#DIV/0!	2,192,496.75
NON-DEPARTMENTAL EXPENDITURES-E Total	2,330,487	2,192,497	-	94.1%	0.0%	#DIV/0!	2,192,496.75
PREVENTION DIVISION-E							
YOUTH SERVICES-E	542,723	151,576	129,926	27.9%	24.3%	16.7%	21,649.97
PREVENTION DIVISION-E Total	542,723	151,576	129,926	27.9%	24.3%	16.7%	21,649.97
GENERAL FUND Total	13,714,600	4,903,003	2,717,852	35.8%	18.2%	80.4%	2,185,151.08
Expense Total	13,714,600	4,903,003	2,717,852	35.8%	18.2%	80.4%	2,185,151.08



Wasco County Monthly Report

Public Works - Revenue Expense - September 2017

Filters

Fd	202
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	35,000	7,974	10,801	22.8%	45.8%	-26.2%	(2,826.39)
TRANSFERS IN-R	220,495	-	-	0.0%	#DIV/0!	#DIV/0!	-
INTERNAL SERVICES-R	3,180	-	795	0.0%	25.0%	-100.0%	(795.00)
PUBLIC WORKS RESOURCES-R Total	258,675	7,974	11,596	3.1%	43.3%	-31.2%	(3,621.39)
NON-DEPARTMENTAL RESOURCES-R Total	258,675	7,974	11,596	3.1%	43.3%	-31.2%	(3,621.39)
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	8,500	1,223	-	14.4%	0.0%	#DIV/0!	1,223.25
INTERGOV'T REV - NON SINGLE AUDIT-R	2,291,519	170,532	301,416	7.4%	12.7%	-43.4%	(130,884.29)
INTERGOV'T REV - SINGLE AUDIT-R	122,768	174	175	0.1%	0.2%	-0.1%	(0.18)
MISCELLANEOUS-R	1,000	559	3,508	55.9%	350.8%	-84.1%	(2,948.07)
SALE OF FIXED ASSETS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-
CHARGES FOR SERVICES-R	160,000	60,752	44,319	38.0%	22.6%	37.1%	16,433.78
PUBLIC WORKS-R Total	2,593,787	233,241	349,417	9.0%	13.0%	-33.2%	(116,175.51)
WEED & PEST-R							
CHARGES FOR SERVICES-R	220,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
WEED & PEST-R Total	220,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
PUBLIC WORKS-R Total	2,813,787	233,241	349,417	8.3%	13.0%	-33.2%	(116,175.51)
PUBLIC WORKS FUND Total	3,072,462	241,215	361,012	7.9%	13.3%	-33.2%	(119,796.90)
Revenue Total	3,072,462	241,215	361,012	7.9%	13.3%	-33.2%	(119,796.90)
Expense							



Wasco County Monthly Report

Public Works - Revenue Expense - September 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,873,929	401,636	386,710	21.4%	23.8%	3.9%	14,925.65
MATERIALS & SERVICES-E	1,247,740	478,294	329,089	38.3%	24.7%	45.3%	149,204.42
CAPITAL OUTLAY-E	235,000	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-E Total	3,356,669	879,930	715,800	26.2%	22.5%	22.9%	164,130.07
WEED & PEST-E							
PERSONAL SERVICES-E	98,236	29,399	-	29.9%	#DIV/0!	#DIV/0!	29,398.90
MATERIALS & SERVICES-E	158,400	6,089	-	3.8%	#DIV/0!	#DIV/0!	6,088.50
CAPITAL OUTLAY-E	25,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
WEED & PEST-E Total	281,636	35,487	-	12.6%	#DIV/0!	#DIV/0!	35,487.40
PUBLIC WORKS-E Total	3,638,305	915,417	715,800	25.2%	22.5%	27.9%	199,617.47
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
NON-DEPARTMENTAL EXPENDITURES-E Total	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
PUBLIC WORKS FUND Total	5,638,305	2,915,417	715,800	51.7%	22.5%	307.3%	2,199,617.47
Expense Total	5,638,305	2,915,417	715,800	51.7%	22.5%	307.3%	2,199,617.47



Wasco County Monthly Report

All Funds Revenue Expense Summary - September 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 COMMUNICATIONS FUND	1,042,906	123,088	444,835	11.8%	44.7%	-72.3%	(321,747.71)
911 EQUIPMENT RESERVE	1,500	481	506	32.1%	42.2%	-4.9%	(24.61)
CDBG GRANT FUND	5,243,672	186	38,750	0.0%	0.7%	-99.5%	(38,564.71)
CLERK RECORDS FUND	7,475	2,599	2,502	34.8%	33.7%	3.9%	97.66
COMMUNITY CORRECTIONS FUND	1,537,000	26,348	520,187	1.7%	34.5%	-94.9%	(493,839.47)
COUNTY FAIR FUND	202,150	112,139	88,449	55.5%	52.2%	26.8%	23,689.64
COUNTY SCHOOL FUND	287,200	62,063	57,081	21.6%	20.4%	8.7%	4,981.89
COURT FACILITIES SECURITY FUND	27,600	2,230	5,522	8.1%	143.2%	-59.6%	(3,291.89)
DISTRICT ATTORNEY	4,100	1,519	1,518	37.0%	58.4%	0.1%	1.37
FACILITY CAPITAL RESERVE	714,000	705,922	3,852	98.9%	0.4%	18227.0%	702,069.72
FOREST HEALTH PROGRAM FUND	380	547	162	144.0%	42.7%	237.4%	385.03
GENERAL FUND	12,781,061	804,309	887,256	6.3%	6.6%	-9.3%	(82,946.44)
GENERAL OPERATING RESERVE	714,000	706,407	4,383	98.9%	0.5%	16016.4%	702,024.22
HOUSEHOLD HAZARDOUS WASTE FUND	322,300	74,138	63,314	23.0%	19.1%	17.1%	10,823.84
KRAMER FIELD FUND	165	66	70	40.2%	42.2%	-4.9%	(3.38)
LAND CORNER PRESERVATION FUND	34,500	8,814	8,515	25.5%	26.2%	3.5%	299.22
LAW LIBRARY FUND	30,700	24,281	25,838	79.1%	100.5%	-6.0%	(1,557.71)
MUSEUM	92,700	39,362	17,310	42.5%	15.4%	127.4%	22,051.47
PARKS FUND	82,575	14,751	32,519	17.9%	46.2%	-54.6%	(17,768.32)
PUBLIC WORKS FUND	3,072,462	241,215	361,012	7.9%	13.3%	-33.2%	(119,796.90)
ROAD RESERVE FUND	2,017,000	2,007,468	5,935	99.5%	39.6%	33722.5%	2,001,533.14
SPECIAL ECON DEV PAYMENTS FUND	1,242,200	554	1,817	0.0%	0.1%	-69.5%	(1,263.59)
WEED & PEST CONTROL FUND	-	374	55,724	#DIV/0!	26.0%	-99.3%	(55,349.89)
YOUTH THINK FUND	160,963	4,206	15,714	2.6%	10.6%	-73.2%	(11,507.50)



Wasco County Monthly Report

All Funds Revenue Expense Summary - September 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
CAPITAL ACQUISITIONS FUND	715,000	705,980	4,389	98.7%	0.5%	15984.3%	701,591.14
Revenue Total	30,333,609	5,669,048	2,647,161	18.7%	9.0%	114.2%	3,021,886.22
Expense							
911 COMMUNICATIONS FUND	1,054,325	236,834	247,890	22.5%	24.8%	-4.5%	(11,056.80)
911 EQUIPMENT RESERVE	91,795	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,365,122	-	2,147	0.0%	0.0%	-100.0%	(2,147.34)
CLERK RECORDS FUND	18,500	38	-	0.2%	0.0%	#DIV/0!	37.82
COMMUNITY CORRECTIONS FUND	1,739,204	399,000	179,528	22.9%	9.4%	122.2%	219,471.57
COUNTY FAIR FUND	187,313	108,366	116,295	57.9%	52.0%	-6.8%	(7,928.75)
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	2,182	-	5.1%	0.0%	#DIV/0!	2,182.25
DISTRICT ATTORNEY	17,400	3,696	1,230	21.2%	5.8%	200.5%	2,466.09
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	13,714,600	4,903,003	2,717,852	35.8%	18.2%	80.4%	2,185,151.08
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	351,801	37,267	35,942	10.6%	9.0%	3.7%	1,324.58
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	23,421	9,040	16,774	38.6%	24.1%	-46.1%	(7,734.96)
LAW LIBRARY FUND	46,984	2,359	2,256	5.0%	4.7%	4.6%	103.54
MUSEUM	106,230	14,893	22,476	14.0%	8.2%	-33.7%	(7,583.24)
PARKS FUND	74,562	15,334	16,624	20.6%	19.5%	-7.8%	(1,290.02)
PUBLIC WORKS FUND	5,638,305	2,915,417	715,800	51.7%	22.5%	307.3%	2,199,617.47
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,306,283	47,340	172,700	3.6%	8.1%	-72.6%	(125,360.40)
WEED & PEST CONTROL FUND	220,495	2,668	43,027	1.2%	17.1%	-93.8%	(40,358.80)
YOUTH THINK FUND	163,659	28,263	31,769	17.3%	15.1%	-11.0%	(3,505.89)
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
Expense Total	46,180,577	8,999,537	4,322,311	19.5%	10.3%	108.2%	4,677,226.20



Wasco County Monthly Report

Personnel - All Funds - September 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	674,206	168,593	158,374	25.0%	20.7%	6.5%	10,218.94
COUNTY CLERK-E	266,274	66,627	63,714	25.0%	22.9%	4.6%	2,912.86
SHERIFF-E	2,074,603	509,280	473,725	24.5%	23.7%	7.5%	35,555.20
ADMINISTRATIVE SERVICES-E	1,693,128	419,589	350,285	24.8%	20.7%	19.8%	69,303.55
ADMINISTRATION-E	136,294	41,030	30,337	30.1%	19.9%	35.2%	10,692.80
DISTRICT ATTORNEY-E	575,093	125,830	122,855	21.9%	23.7%	2.4%	2,975.68
PLANNING-E	681,466	166,396	149,367	24.4%	21.0%	11.4%	17,029.28
PUBLIC WORKS-E	38,327	9,733	13,667	25.4%	24.1%	-28.8%	(3,933.53)
PREVENTION DIVISION-E	504,443	143,410	125,047	28.4%	24.9%	14.7%	18,363.26
GENERAL FUND Total	6,643,834	1,650,489	1,487,371	24.8%	22.3%	11.0%	163,118.04
PUBLIC WORKS FUND	1,972,165	431,035	386,710	21.9%	23.8%	11.5%	44,324.55
911 COMMUNICATIONS FUND	856,332	206,410	215,497	24.1%	26.1%	-4.2%	(9,086.96)
COMMUNITY CORRECTIONS FUND	727,984	177,961	132,693	24.4%	19.6%	34.1%	45,267.95
COUNTY FAIR FUND	21,362	5,187	6,114	24.3%	13.9%	-15.2%	(927.06)
HOUSEHOLD HAZARDOUS WASTE FUND	92,176	24,951	28,101	27.1%	23.9%	-11.2%	(3,150.52)
LAND CORNER PRESERVATION FUND	17,920	6,540	16,774	36.5%	29.9%	-61.0%	(10,234.96)
MUSEUM	34,428	8,906	7,065	25.9%	15.8%	26.0%	1,840.31
PARKS FUND	26,111	6,363	4,076	24.4%	11.2%	56.1%	2,287.03
WEED & PEST CONTROL FUND	-	(420)	27,467	#DIV/0!	29.3%	-101.5%	(27,886.76)
YOUTH THINK FUND	78,616	19,513	18,871	24.8%	25.5%	3.4%	641.41
Expense Total	10,470,928	2,536,933	2,330,740	24.2%	22.7%	8.8%	206,193.03



Wasco County Monthly Report

Materials and Services All Funds - September 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	4,161,343	1,010,107	1,105,376	24.3%	23.2%	-8.6%	(95,269.53)
PUBLIC WORKS FUND	1,406,140	484,382	329,089	34.4%	24.7%	47.2%	155,292.92
911 COMMUNICATIONS FUND	197,993	30,424	32,394	15.4%	18.5%	-6.1%	(1,969.84)
CLERK RECORDS FUND	13,500	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	926,220	221,039	46,835	23.9%	5.5%	372.0%	174,203.62
COUNTY FAIR FUND	165,950	103,180	110,181	62.2%	61.4%	-6.4%	(7,001.69)
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	2,182	-	5.1%	0.0%	#DIV/0!	2,182.25
DISTRICT ATTORNEY	15,600	1,896	1,230	12.2%	6.3%	54.2%	666.09
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	253,125	12,316	7,841	4.9%	3.1%	57.1%	4,475.10
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	-	-	0.0%	0.0%	#DIV/0!	-
LAW LIBRARY FUND	46,984	2,359	2,256	5.0%	5.6%	4.6%	103.54
MUSEUM	71,800	5,987	15,410	8.3%	24.6%	-61.2%	(9,423.55)
PARKS FUND	48,450	8,971	12,548	18.5%	25.7%	-28.5%	(3,577.05)
SPECIAL ECON DEV PAYMENTS FUND	716,283	42,340	172,700	5.9%	15.3%	-75.5%	(130,360.40)
WEED & PEST CONTROL FUND	-	3,088	15,560	#DIV/0!	9.8%	-80.2%	(12,472.04)
YOUTH THINK FUND	85,043	8,750	12,897	10.3%	9.5%	-32.2%	(4,147.30)
Expense Total	8,500,415	1,937,020	1,864,318	22.8%	19.5%	3.9%	72,702.12



Wasco County Monthly Report

Capital All Funds - September 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
CDBG GRANT FUND	1,500,000	-	-	0.0%	0.0%	#DIV/0!	-
Revenue Total	1,500,000	-	-	0.0%	0.0%	#DIV/0!	-
Expense							
GENERAL FUND	8,484,991	2,242,408	125,106	26.4%	1.4%	1692.4%	2,117,302.57
PUBLIC WORKS FUND	4,888,778	2,000,000	-	40.9%	0.0%	#DIV/0!	2,000,000.00
COUNTY FAIR FUND	69,037	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	54,818	2,500	-	4.6%	0.0%	#DIV/0!	2,500.00
FOREST HEALTH PROGRAM FUND	129,211	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	169,609	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	590,000	5,000	-	0.8%	0.0%	#DIV/0!	5,000.00
LAW LIBRARY FUND	112,122	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	2,800	1,800	-	64.3%	0.0%	#DIV/0!	1,800.00
MUSEUM	187,312	-	-	0.0%	0.0%	#DIV/0!	-
WEED & PEST CONTROL FUND	220,495	-	-	0.0%	0.0%	#DIV/0!	-
911 COMMUNICATIONS FUND	16,100	-	-	0.0%	0.0%	#DIV/0!	-
PARKS FUND	188,133	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	341,503	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	99,071	-	-	0.0%	0.0%	#DIV/0!	-
YOUTH THINK FUND	50,776	-	-	0.0%	0.0%	#DIV/0!	-
CLERK RECORDS FUND	31,302	38	-	0.1%	0.0%	#DIV/0!	37.82
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
911 EQUIPMENT RESERVE	91,795	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-



Wasco County Monthly Report Capital All Funds - September 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Year to Year % Change	Current Year - Prior Year
				Budget Executed	Budget Executed		
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,365,122	-	2,147	0.0%	0.0%	-100.0%	(2,147.34)
Expense Total	36,689,569	4,525,584	127,253	12.3%	0.4%	3456.4%	4,398,331.05



Wasco County Monthly Report Reserve Funds - September 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
FACILITY CAPITAL RESERVE	714,000	705,922	3,852	98.9%	0.4%	18227.0%	702,069.72
GENERAL OPERATING RESERVE	714,000	706,407	4,383	98.9%	0.5%	16016.4%	702,024.22
ROAD RESERVE FUND	2,017,000	2,007,468	5,935	99.5%	39.6%	33722.5%	2,001,533.14
Revenue Total	3,445,000	3,419,797	14,170	99.3%	0.8%	24033.6%	3,405,627.08
Expense							
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	11,886,994	-	-	0.0%	0.0%	#DIV/0!	-



Wasco County Monthly Report

Investment/Interest All Funds - September 2017

Filters

Fd	(Multiple Items)
Cat	417

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
INTEREST EARNED	149,420	50,527	47,584	33.8%	40.0%	6.2%	2,942.23
LID INTEREST	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	11	4,288	5.6%	2144.0%	-99.7%	(4,276.82)
Revenue Total	149,620	50,538	51,872	33.8%	43.5%	-2.6%	(1,334.59)

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 18, 2017**

CONSENT AGENDA

1. [10.4.2017 Minutes](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 4, 2017**

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

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

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

Vice-Chair Kramer asked to add the Blue Zones to the Discussion List.

Discussion Item – Blue Zones

Vice Chair Kramer introduced Leticia Valle, Community Program Manager at the Blue Zones Project for The Dalles. Ms. Valle introduced Taylor Smith, Engagement Lead, and Brett Ratchford, Organizations Lead. She stated that Mr. Ratchford will be interfacing with the Wasco County Employee's Wellness Committee. She explained that Blue Zones is a community-wide health and well-being initiative to make the health choice the easy choice. She said they work with local organizations to have those choices available.

Vice Chair Kramer said that he has been involved with the group from the beginning and is glad to see the project moving forward. Ms. Valle added that this is an opportunity to set an example for the region and the state. Mr. Ratchford explained that he will be working with schools, grocery stores, work-sites, etc. to help them make the healthy choice the easy choice.

Discussion Item – 911 Service Provider Update

Sheriff Lane Magill reported that yesterday he met with four representatives from Century Link and he believes we have their full attention. He said that everyone agrees that there are things that cannot be controlled but infrastructure can and should be addressed. He stated that urban areas get more attention as that is where the money is. He said that the Century Link representatives encouraged him to maintain pressure on them and State officials to keep rural needs at the forefront. The Sheriff pointed out that the 36-hour outage was due to infrastructure failure and was unacceptable. He reported that by Thursday, he will submit a draft to Century Link outlining how calls should be rerouted through a series of Century Link connections.

Sheriff Magill went on to say that Oregon Emergency Management pays for the Century Link service so he is unable to report out the costs for Wasco County.

Commissioner Hege asked how we know when there is an outage. Sheriff Magill responded that there is a signal generated back east even when there is a blip in the system. That signal prompts an automated call which may not mean that there is an actual outage. He said that Century Link is required to notify agencies even if it is just a potential outage; they may not be able to determine if there was an actual outage.

Commissioner Hege asked what happens to calls during an outage. Sheriff Magill responded that the calls do not go through; that is why working on rerouting is so important – we may even put a back-up phone in the dispatch center. He added that they are continuing to explore options for other service providers.

Discussion Item – Eclipse Report

Sheriff Magill reported that approximately 60% of the supplies purchased for the solar eclipse event were distributed to visitors stuck in traffic or on the side of the road; approximately \$2,325 was spent for supplies. In addition, wage expenses totaled about \$82,000 which included overtime expenses of approximately \$21,000 for the Sheriff's Office, \$9,800 for Community Corrections and \$2,100 for the Dispatch Center.

Sheriff Magill continued by saying that there were only three accidents and a few health-related emergencies. He said that he is still gathering information for an after-action report.

Discussion Item – New Staff

Information Systems Director Paul Ferguson introduced Terrance Norton as the newly-hired Computer Technician. Finance Director Mike Middleton introduced Brenda Garcia-Gallegos as the newly-hired Payroll/HR Generalist. Both gave a little background for themselves and were welcomed by the Board.

Discussion Item – Community Corrections Staffing

Community Corrections Manager Fritz Osborne explained that today is Office Specialist Lena Watson's last day and he is considering the staffing matrix in his office. He said that he would like to not only replace Ms. Watson but would also like to add a Case Specialist. The Case Specialist could assist with the front office and would take the easier cases from the Probation Officers allowing them to concentrate on the more complex cases.

Commissioner Hege commented that it sounds like a good idea. Chair Runyon agreed and pointed out that those decisions fall within the Administrative Officer's purview.

Agenda Item – Enterprise Zone

Enterprise Zone Manager Matthew Klebes reviewed the staff report included in the Board Packet. Commissioner Hege asked what the company's plans are. Mr. Klebes replied that the Columbia Phytotechnology, LLC, DBA Powder Pure, will be making a multi-million dollar investment to expand their facility without adding new buildings. The company has a patented technology to dry fruit and vegetables into a dry powder.

Chair Runyon asked what happens if they do not meet their obligations under the abatement agreement. Mr. Klebes replied that they must qualify every year; if they fail to qualify, they must pay the taxes for that year. He added that under the new system, failure to qualify in year one will disqualify them for the extension years four and five.

{{Vice-Chair Kramer moved to approve Resolution 17-010 approving the Enterprise Zone Tax Abatement Agreement between the Sponsors of The Dalles/Wasco County Enterprise Zone and Columbia Phytotechnology, LLC. Commissioner Hege seconded the motion which passed unanimously.}}

{{{Commissioner Hege moved to approve the Tax Abatement Agreement between Wasco County/City of The Dalles and Columbia Phytotechnology, LLC. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Chair Runyon asked Mr. Klebes about the vertical housing project. Mr. Klebes responded that there is a zone that is over the ground level retail zone in Downtown The Dalles that provides a tax-break incentive to develop vertical housing over the retail establishments. He went on to say that the zone has been in place through the state since 2014; applications will now process through the City of The Dalles. Mr. Klebes stated that he will manage that process and applications currently at the state will be sent to him to conclude the process.

Agenda Item – Fish and Wildlife Payment

County Assessor Jill Amery explained that according to statute, the Oregon Department of Fish and Wildlife makes an annual payment in lieu of taxes. She said that the lands are assessed as farm or timber, broken out for acreage, values, tax and discount after which the Assessor provides the information to the Board for approval. Once the Board has approved, a notice of payment due is sent to ODFW.

Commissioner Hege asked that the total acreage be added to the spreadsheet in the future.

*****The Board was in consensus to send a letter of notification to the Oregon Department of Fish and Wildlife for payment in lieu of taxes.*****

Agenda Item – Assessor's End of Year Report

Ms. Amery reviewed the end of year report included in the Board Packet. She noted that values are going up again which will result in an increase in taxes. She said the refund interest was a little higher this year due to an error made by a former employee which resulted in a large refund. She stated that staff is working to identify and correct errors.

Commissioner Hege asked if the tax roll is set. Ms. Amery replied that they hope to certify tomorrow, Friday at the latest. She stated that they have to mail by the 25th but hope to do so by the 12th. She said payments can be made by credit card in person, on line or over the phone. Tax payers can access all of their tax

information online and they hope to have tax statements connected to that system next year.

Ms. Amery went on to say that the conversion for personal property is complete and in the system; commercial property will take a little longer. She stated that they have begun the process of reappraising which will go into the system for next year. She said that they started in Pine Hollow and have been well-received by the community. The appraisers have done 616 accounts in three weeks.

Agenda Item – Budget Resolution

Finance Director Mike Middleton reviewed the memo included in the Board Packet, explaining that although there is not yet a grant agreement in place, the State has provided a letter of commitment for the VOCA Grant award to Wasco County's Victims Assistance Program. Victims Assistance Coordinator Judy Urness explained that this a non-competitive grant and she would like to use the increased funding for more staff time.

Mr. Middleton continued by saying that the grant has been expanded this year and expenditures/revenues will be closely tracked to ensure that the grant is paying for the program without the need to access general funds.

Mr. Stone stated that it is our general practice to not fund positions through grant funding; he is in support of this because of our increased capacity to track the funding. He said that the tracking will allow everyone the ability to understand what has happened and why.

{{{Commissioner Hege moved to approve Resolution 17-009 increasing appropriations offset by grant revenue within a fund. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 10:09 a.m.

The Session reconvened at 10:14 a.m.

Consent Agenda – Minutes and Appointments

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

Commission Call

Vice-Chair Kramer said that he has reached out to the banking community to fill the at-large position on the Investment Committee. He went on to say that recycling is becoming a major issue with China closing its door to the Pacific Northwest – we are scrambling to find a way to move forward. He said there will be a stakeholder meeting Friday; in the meantime, materials are stacking up.

Commissioner Hege asked if the transfer station will still take recycling. Vice-Chair Kramer responded that it will for now but has a 200 ton monthly limit – cardboard combined with other recyclables in our county is 400 tons. He said cardboard is the only recyclable with any value right now. He stated that the recycling community is hoping for a short-term variance from the State. He explained that comingled recyclables is what caused China to close its doors – we don't clean it up enough for them to accept. He concluded by saying that we have been working with AOC on this issue for the last year but around the State, people were not listening. Chair Runyon commented that this will require federal support.

Mr. Stone reported that Union Pacific and Burlington Northern Railroads are working to improve government relations. They met with County officials this week to open a discussion to identify common needs on both sides of the river.

Commissioner Hege stated that he just returned from a trip to Washington D.C. with the Community Outreach Team and found it to be one of the more productive trips. He said that there were four COT members on the trip; Congressman Walden set aside 45 minutes to meet with them. He reported that they also met with staff from other Oregon and Washington offices. He said he will give a full update at a future meeting.

Commissioner Hege announced that the Oregon State Marine Board will meet tomorrow in LaPine to consider the South Wasco Marine Board's grant application. He stated that expectations are low but he sees a small opening in the OSMB staff report.

Chair Runyon adjourned the meeting at 10:30 a.m.

Summary of Actions

Motions Passed

- **To approve Resolution 17-010 approving the Enterprise Zone Tax Abatement Agreement between the Sponsors of The Dalles/Wasco County Enterprise Zone and Columbia Phytotechnology, LLC.**
- **To approve the Tax Abatement Agreement between Wasco County/City of The Dalles and Columbia Phytotechnology, LLC.**
- **To approve Resolution 17-009 increasing appropriations offset by grant revenue within a fund.**
- **To approve the Consent Agenda – Order 170-059 Appointing Scott Hege to the Investment Committee, Order 17-060 appointing the County Treasure to the Investment Committee, 9.14.2017 Work Session Minutes, 9.20.2017 Regular Session Minutes.**

Consensus

- **To send a letter of notification to the Oregon Department of Fish and Wildlife for payment in lieu of taxes.**

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Steven D. Kramer, Vice Chair

Scott C. Hege, County Commissioner

Agenda Item

Chamber Report

- [No documents have been submitted for this item](#)
 - [RETURN TO AGENDA](#)

Agenda Item
Museum Immediate Opportunity Funds
MOU Extension

- [Museum Commission Request](#)
- [Second Addendum](#)



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

MOU between Wasco County/City of The Dalles1 message

Wed, Oct 11, 2017 at 12:03 PM

To: Julie Krueger <jkrueger@ci.the-dalles.or.us>, Kathy White <kathyw@co.wasco.or.us>

Cc: Eric Gleason <egleasonjcheung@gmail.com>, "dlawrence5555@gmail.com" <dlawrence5555@gmail.com>

To Whom it May Concern,

As President of Fort Dalles Museum Commission I am requesting, on behalf of the Fort Dalles Commissioners, an extension of the MOU between Fort Dalles Museum and Wasco County/City of The Dalles. We are asking for a renewal to extend to November 15, 2018. We are in the midst of getting prep work done on the Surgeon's Quarters before any staining or painting can be started. The prep work involves replacement of rotting wood and trim and removing screening which protects the Surgeon's Quarters ancient windows from damage.

Our intention was to have the staining done this year by contractors who had expertise in historical buildings. We had verbal agreements with two contractors, unfortunately, neither are able to do the work this year. One contractor lost a business partner this year which threw his business into a tailspin and doubled the work they had scheduled. They were unable to fit us into their schedule for this year. The other contractor, Chris Gustafson, notified us the second week in September that he would not be doing the work after all. Needless to say, we have been scrambling to see how we can save this grant. However, the weather has now put a stop on any painting or staining we intended to accomplish before the grants expiration.

Please know that we very much appreciate this grant. It means we can preserve the wood on this old building and it is sorely needed. And please take into consideration that we have had unusual weather and smoke conditions this year which have impeded our contractors timelines. If you grant us a renewal I intend to get contracts signed before the end of spring with someone who can do this work next summer.

Thank you for your consideration,

Donna Lawrence, President Fort Dalles Museum Commission

Sent from [Mail](#) for Windows 10

**Memorandum of Understanding Between
Wasco County/City of The Dalles and Fort Dalles Museum
SECOND ADDENDUM**

October 18, 2017

To: The Fort Dalles Museum

Re: July, 2016 Memorandum of Understanding Between Wasco County/City of The Dalles and The Fort Dalles Museum (the “MOU”) and subsequent First Addendum.

WHEREAS, the Parties entered into the initial Memorandum of Understanding between Wasco County/City of the Dalles and the Fort of the Dalles Museum (“MOU”) on July 6, 2016.

WHEREAS, the Parties Amended the MOU by a First Addendum dated April 5, 2017.

WHEREAS, the Parties have agreed to further extend the term of the MOU and first Addendum for the purpose of allowing the Museum sufficient time to complete preservation work for the historic wood structures that make up the Museum campus.

Now Therefore, the Parties agree:

1. The MOU is hereby amended as follows:

The term of the MOU is hereby extended and shall terminate on _____ and all work on the “immediate opportunity project” shall be completed by that time.

2. All other terms, covenants, and conditions of the MOU, as amended, shall remain in full force and effect and shall be applicable to this Second Addendum.

In all other aspects, the MOU shall remain in effect.

COUNTY Date: October 18, 2017

MUSEUM Date: _____

Rod L. Runyon, Commission Chair

Donna Lawrence, Commission Chair

APPROVED AS TO FORM

Kristen Campbell, County Counsel

Agenda Item
SWAC Rate Increase Recommendation

- [Landfill Request for Increase](#)
- [Solid Waste Advisory Committee](#)
[Recommendation](#)
- [Resolution 17-062 Approving Landfill Rate](#)
[Increase](#)

Wasco County Landfill

2550 Steele Rd
The Dalles, OR 97058
541/296-4082
FAX 541/296-6449

July 18, 2017

John Zalaznik
North Central Public Health District
419 East Fifth Street, Room 100
The Dalles, OR 97058

RE: Wasco County Landfill, 2018 Rate Change

Dear John Zalaznik:

In accordance with the current license agreement between the Wasco County Landfill (WCL) and Wasco County, we plan to adjust our rates in 2018. A summary of the rate change is as follows:

The Consumer Price Index (CPI) for the Standard Metropolitan Statistical Area (West 1982-84=100) for 2017 is 2.5%. Eighty-five percent of the CPI is 2.11%. The new rates for the year 2018 will reflect 2.11% increase.

The Wasco County license fee for 2017 was \$110,183.00 this will increase to \$112,508.00 in 2018.

The County's Host Fee will change from \$1.52 to \$1.55 per ton in 2018.

The HHW Fee will change from \$7.95 to \$8.12 per ton in 2018.

A proposed rate schedule for 2018 is attached for your reference.

Please feel free to contact me if you have any questions.

Sincerely,



Nancy Mitchell
Wasco County Landfill
Site Manager



Wasco County Landfill
New Rates effective January 1, 2018

Wasco County

\$ 35.07 per ton + \$8.12 (HHW Fee) = \$ **43.19** per ton

Hood River and Sherman County

\$ 39.14 per ton + \$8.12 (HHW Fee) = \$ **47.26** per ton

Out of County

\$**39.14** per ton

ACM: In-County

\$ **87.34** per ton

ACM: Out of County

\$ **89.03** per ton

PCS: In-County

\$ **32.29** per ton

PCS: Out of County

\$ **34.06** per ton

Public minimum is \$40.00

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CPI-Urban Wage Earners and Clerical Workers (Current Series)

Series Id: CWURO400SA0, CWUS0400SA0

Not Seasonally Adjusted

Series Title: All items in West urban, urban wage earners and clerical workers, not seasonally adjusted

Area: West urban

Item: All items

Base Period: 1982-84=100

 Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2007	201.946	203.036	205.173	206.521	207.795	207.311	206.927	206.624	207.164	208.304	209.629	209.488	206.660	205.297	208.023
2008	210.342	210.816	213.159	214.355	216.029	218.508	219.248	217.854	217.028	215.499	210.870	208.088	214.316	213.868	214.765
2009	209.367	210.492	210.661	211.386	212.263	213.973	213.541	213.988	214.490	214.718	214.228	213.919	212.752	211.357	214.147
2010	214.664	214.710	215.457	215.873	216.044	215.681	215.824	216.048	215.804	216.273	216.267	216.847	215.791	215.405	216.177
2011	217.995	219.368	221.830	223.268	223.944	223.237	222.815	223.204	224.237	224.268	223.785	222.968	222.577	221.607	223.546
2012	223.849	224.956	227.271	227.686	228.189	227.543	226.460	227.681	228.798	229.849	227.767	226.585	227.220	226.582	227.857
2013	227.197	229.319	230.226	230.056	230.555	230.723	230.882	231.084	231.553	231.244	230.390	230.356	230.299	229.679	230.918
2014	230.937	231.785	233.375	234.081	235.579	235.845	236.051	235.820	235.974	235.343	233.499	232.108	234.200	233.600	234.799
2015	230.843	232.364	234.802	235.222	237.509	237.441	238.151	237.791	236.999	236.728	236.003	235.728	235.798	234.697	236.900
2016	236.888	236.747	237.415	238.757	239.973	240.365	240.395	240.291	241.052	241.744	241.167	241.098	239.658	238.358	240.958
2017	242.384	243.810	244.489	245.454	246.096	246.155	246.373							244.731	

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NORTH CENTRAL PUBLIC HEALTH DISTRICT
"Caring For Our Communities"

10-12-17

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

Dear Commissioners,

The Wasco County Solid Waste Advisory Committee met on October 11, 2017, to discuss the following:

- 1) Wasco County Landfill rate increase of 2.11%.
- 2) Solid Waste Committee Ordinance and Membership.

It is the recommendation of the Solid Waste Advisory Committee that the Wasco County Board of Commissioners approve the rate increase requests as per the License Agreement in place with Wasco County Landfill.

The Solid Waste Advisory Committee also recommends:

- 1) When updating the Solid Waste Ordinance that assignment of individuals to the Committee is thoroughly reviewed and all positions filled.
- 2) That the health officer be removed as chair of the Committee.

Respectfully,

John Zalaznik, REHS
Environmental Health Specialist Supervisor
North Central Public Health District



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUSSING GENERAC PROPANE GENERATOR MODEL
#QT04554ANSNA

RESOLUTION 17-011

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

WHEREAS, on July 18, 2017, the Wasco County Landfill submitted a rate increase request in accordance with the current license agreement between Wasco County and the Wasco County Landfill; and

WHEREAS, on October 11, 2017, the Solid Waste Advisory Committee reviewed the request and has recommended approval of the Wasco County Landfill's proposed rate increases as attached herto and by this reference made part thereof; and

WHEREAS, on October 18, 2017, the Board voted to approve the requested rate increases.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSERS HEREBY RESOLVES to
approve the Wasco County Landfill rate increases as outlined in the attached rate
schedule, effective January 1, 2018.

DATED this 18th day of October, 2017.

APPROVED AS TO FORM:

**WASCO COUNTY BOARD OF
COMMISSIONERS:**

Kristen Campbell, County Counsel

Rod L. Runyon, Commission Chair

Steve D. Kramer, Vice Chair

Scott C. Hege, County Commissioner

Agenda Item
MCCFL Trust Deed & Lease

- [Staff Memo](#)
- [2015 IGA between MCCFL & Wasco County](#)
- [Trust Deed](#)
- [Ground Lease](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MCCFL TRUST DEED AND LEASE
DATE: 10/13/2017

BACKGROUND INFORMATION

In September 2015, through an intergovernmental agreement, Wasco County agreed to sponsor a CDBG application for Mid-Columbia Center for Living to obtain grant funding for the purpose of constructing a community mental health treatment center. The terms of the agreement include requirements for MCCFL to grant a first trust deed in favor of Wasco County to insure the use of the facility as a community health treatment center for a minimum of five years.

Additionally, the IGA requires MCCFL to lease the property to Wasco County to allow for the construction of the facility on MCCFL property. Said lease will terminate upon the issuances of a certificate of occupancy.

The original agreement is included in the packet along with the proposed deed and lease. Please be aware that significant modifications to the lease are expected prior to the 10.18.2017 Board Session at which the deed and lease will be considered. Attorneys are collaborating on those change; a final lease will be provided to the Board as soon as it becomes available.

FILED
WASCO COUNTY

2015 OCT 5 PM 3 55

INTERGOVERNMENTAL AGREEMENT
BETWEEN WASCO COUNTY AND MID-COLUMBIA CENTER FOR LIVING
REGARDING CONSTRUCTION OF A
COMMUNITY MENTAL TREATMENT CENTER UTILIZING CDBG FUNDS

LISA GAMBEE
COUNTY CLERK

Recitals and Definitions

- This Agreement is entered into by and between Wasco County, Oregon (Wasco), , and Mid-Columbia Center for Living (MCCFL), a community mental health provider established pursuant to ORS 430.610 et seq. and intergovernmental agreement between Wasco County, Hood River County and Sherman County, State of Oregon pursuant to ORS 190.003 et seq.
- The effective date of this Agreement is the date of full execution as indicated below.
- MCCFL owns real property located in Wasco County legally described as Parcel 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 under Microfilm No. 2012001034, Records of Wasco County, State of Oregon (the Property). The Property is owned outright by MCCFL, free of mortgage liens.
- Wasco and MCCFL both desire to locate a community mental health treatment center (Facility) to be constructed by Wasco on the Property. Construction of the Facility on the Property is referred to herein as the Project.
- Wasco intends to apply for an Oregon Community Development Block Grant (CDBG) in the amount of \$2,000,000 for Project design and construction to be administered by the Oregon Business Development Department (OBDD) in compliance with applicable state and federal law.
- MCCFL intends to pay the balance of the cost of construction of the Facility not covered by CDBG funds through a mortgage secured against real property owned by MCCFL located in Hood River County, Oregon and from MCCFL's reserve funds.

1 - INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND
MID-COLUMBIA CENTER FOR LIVING

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2015-000180

- Wasco and MCCFL intend to acknowledge and commit that there shall be no change in the use of the Facility from a community mental health treatment center nor shall there be disposition of the Property by MCCFL or Wasco within five years after administrative close out of the CDBG (Five Year Period). In order to meet these requirements, MCCFL intends to grant a first trust deed (meaning that the trust deed in favor of Wasco will not be subordinate to any other lien, mortgage or trust deed) against the Property in favor of Wasco which provides that if the Property is not used as a community mental health treatment center during the Five Year Period, the Property will be subject to foreclosure of the trust deed by Wasco which would result in the ownership of the Property transferring from MCCFL to Wasco. Notwithstanding, if Wasco acquires ownership of the Property pursuant to foreclosure of its trust deed against the Property, Wasco will likewise refrain from changing the use of the Facility or Property from a community mental health treatment center during the Five Year Period.
- Following approval of Wasco's CDBG application, MCCFL intends to lease the Property to Wasco for construction of the Facility which lease shall continue in effect until a certificate of occupancy has been issued by the applicable building department upon which event Wasco and MCCFL intend to terminate said lease so that MCCFL may thereafter operate a community mental health treatment center for at least the Five Year Period, which use by MCCFL shall be subject to the aforementioned trust deed.

Agreement

Now, therefore, in consideration of the mutual promises set forth herein and other valuable consideration, the receipt and sufficiency of which are acknowledged, Wasco and MCCFL agree as follows:

1. Wasco agrees to sponsor a CDBG application for MCCFL requesting a grant of \$2,000,000 for construction of the Project. Wasco shall carry out the approved Project activities including administration of the non-CDBG funds secured by MCCFL and complete construction of the Facility within the time authorized by OBDD.
2. The Project shall be under the direct control of Wasco at all times until a certificate of occupancy is issued for the Facility. Consistent therewith, MCCFL agrees to enter into a lease of the Property as lessor with Wasco as lessee effective upon Wasco's execution of a CDBG contract, which lease shall be consistent with all state and federal requirements. The lease shall provide that MCCFL shall bear the cost of course of

construction and premises liability insurance on the Project during construction, the cost of utilities incurred during the construction process, systems development charges, hook up fees and connection charges relating to the Project.

3. Promptly, following the effective date of this Agreement, Wasco agrees to timely submit to OBDD a project notification and intake form. If the proposed Project is determined to qualify for CDBG funding, Wasco, with the assistance of MCCFL, shall proceed to timely submit an application to the OBDD for CDBG funds for construction of the Project to commence four months following the date of CDBG contract execution. The parties acknowledge that the proposed Project must be administratively closed within two years of execution of a CDBG contract.

4. MCCFL is currently making arrangements to obtain a commitment for the balance of the funds needed to construct the Project, via a mortgage against MCCFL's Hood River property. MCCFL shall arrange to have appropriate supplemental funding for the Project in place promptly following Wasco's execution of a CDBG contract for the Project.

5. Neither Wasco nor MCCFL shall cause a change in the use of the Facility from a community mental health treatment center to any other use or permit or cause disposition of the Property during the Five Year Period. Upon execution of a CDBG contract by Wasco, MCCFL agrees to grant Wasco a first trust deed against the Property to secure and assure MCCFL's continued use of the Project as a community mental health treatment center for the requisite Five Year Period. Promptly following completion of the requisite Five Year Period, Wasco shall cause its trust deed against the Property to be reconveyed.

6. During the Five Year Period, MCCFL, upon request of Wasco, will make available to Wasco, all financial records and other relevant documents necessary for the purpose of demonstrating continuation of the use of the Facility as a community mental health treatment center.

7. Wasco agrees to administer the CDBG funds, if awarded to Wasco, in compliance with all applicable state and federal laws and rules and regulations.

8. During the Five Year Period, MCCFL agrees to refrain from using the Property as security for any obligation other than the trust deed in favor of the Wasco, without Wasco's express written consent.

9. Wasco is under no obligation to provide funding or security of any form in excess of the CDBG funds received by Wasco for the Project.

10. MCCFL shall bear the cost of administering the requirements of the CDBG and provide staffing for administration of the CDBG, at the sole expense of MCCFL.

11. MCCFL shall be actively involved in the design of the Project, but Wasco shall make the final determination as to all aspects of design and construction of the Project, after considering MCCFL's needs and preferences.

12. If any term or provision of this Agreement or the application thereof is deemed invalid or unenforceable, the remainder of this Agreement and the application of such term or provision other than to the extent held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. In the event a dispute occurs regarding the operation or interpretation of this Agreement, or the need for amendment, and the parties come to an impasse regarding the dispute, the governing body of either MCCFL or Wasco may refer the dispute to a resolution committee. The committee shall immediately proceed with mediation with the goal of reaching a binding agreement. In the event that litigation is necessary, venue for any suit or action shall be the Wasco County Circuit Court.

14. This Agreement shall terminate upon the end of the Five Year Period simultaneously with Wasco's reconveyance of the trust deed provided for herein.

15. The recitals and definitions are incorporated by reference as substantive provisions of this Agreement.

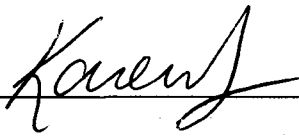
Approved by the Wasco County Board of Commissioners on the 2nd day of September, 2015.

By: 
Scott Hege, Commissioner


By: 
Steve Kramer, Commissioner

By: 
Rod Runyon, Commissioner

Approved by the Mid-Columbia Center for Living Board of Directors on the ____
day of _____, 2015

By: _____, Director

By: _____, Director

By: _____, Director
Scott C. Hege

WHEN RECORDED RETURN TO:
Wasco County, Oregon
c/o Tyler Stone, Administrative Officer
511 Washington Street, Suite 101
The Dalles, Oregon 97058

TRUST DEED

Grantor: Mid-Columbia Center for Living,
419 E. 7th Street #207
The Dalles, Oregon 97058

Trustee: AmeriTitle,
100 W. 2nd Street
The Dalles, Oregon 97058

Beneficiary: Wasco County, Oregon
511 Washington Street, Suite 101
The Dalles, OR 97058

Recitals and Definitions

- The property subject to this Trust Deed is Parcel 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon, subject to easements and encumbrances of record (the Property).
- This Trust Deed is made and entered into effective on the same date as the Effective Date of Contract No. C15007 (Contract) entered into by and between Beneficiary herein as Recipient and the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority (IFA).
- Beneficiary as Recipient agreed with IFA to administer a Community Development Block Grant (CDBG) on behalf of Grantor to construct a community mental health facility on the Property to serve citizens of Wasco, Sherman and Hood River Counties to provide treatment services for low to moderate income adults, children and families dealing with mental illness, addictions and/or developmental disabilities.
- Beneficiary intends to construct a community mental health facility on the Property in accordance with the Contract and that certain Intergovernmental Agreement between Beneficiary and Grantor approved by Beneficiary on the 2nd day of September, 2015 and filed on October 5, 2015 as Commissioner's Journal No. CJ2015-00180 (IGA).
- Terms of the Contract and the IGA require that the Property shall be operated and maintained as a community mental health facility benefitting low and moderate income persons or an urgent need, and that use continue on the Property for no less than five years from the date of issuance by IFA of a certificate of completion for the project described in the Contract (Five Year Period).
- Notwithstanding, if Beneficiary acquires ownership of the Property pursuant to foreclosure of this Trust Deed, Beneficiary shall likewise refrain from changing the use of the Property from a community mental health treatment center during the Five Year Period.
- As a condition of executing the Contract as Recipient, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed.

- This Trust Deed is made effective as of the Effective Date as defined above, by Mid-Columbia Center for Living (Grantor), to AmeriTitle (Trustee), for the benefit of Wasco County, State of Oregon (Beneficiary).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described herein, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all Grantor's right, title, and interest in and to the Property.

PROVIDED ALWAYS, that when the Obligations (as defined in Section 1.1 below) are performed and satisfied then the lien and estate granted by this Trust Deed shall be reconveyed.

This Trust Deed, the Contract, and all other agreements or instruments executed at any time in connection with them by Grantor and Beneficiary, as they may be amended or supplemented from time to time, are collectively referred to below as the "Documents."

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR AND BENEFICIARY HEREBY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR

1.1 Obligations Secured. This Trust Deed secures the following, collectively referred to as the "Obligations":

- (1) The continued use of the Property as a community mental health facility consistent with the Contract and IGA for the Five Year Period from the Effective Date.
- (2) Notwithstanding any other provision of this Trust Deed, both Beneficiary and Grantor shall refrain from using the Property for any purpose other than as a community mental health facility during the Five Year Period.

1.2 Property. Grantor warrants that it holds good and merchantable title to the Property, subject to the encumbrances of record.

ARTICLE II EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. Each of the following events will constitute an event of default under this Trust Deed and under the other Documents:

- (1) *Breach of Obligation to Maintain Property as Community Mental Health Facility.* Grantor's failure to maintain the Property as a community mental health facility once the same is constructed on the Property during the Five Year Period.
- (2) *Other Default.* The occurrence of any other event of default under the IGA or the Contract.

2.2 Remedies in Case of Default. If an Event of Default occurs, Beneficiary or Trustee may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

- (1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due such that Grantor shall return the Property to its prior use as a community mental health facility promptly.
- (2) *Possession.* Beneficiary may, either through a receiver or in its own capacity, enter and take possession of all or any part of the Property and use, operate, manage, and control it as a community mental health facility, consistent with the Contract.

2.3 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy will not preclude the exercise of any other remedy. An election by Beneficiary to cure will not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy will impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

ARTICLE III GENERAL PROVISIONS

3.1 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor and Beneficiary under this Trust Deed.

3.2 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the performance of the Obligations, Trustee may reconvey, without warranty, the Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts will be conclusive proof of the truthfulness of them.

3.3 Notice. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed must be in writing and may be delivered by hand, or mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for receiving notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph will be deemed to have been given on the date of mailing; notices given by hand will be deemed to have been given when actually received.

3.4 Substitute Trustee. Beneficiary may at any time substitute one or more trustees to execute the trust hereby created, and the new trustee or trustees will succeed to all the powers and duties of the prior trustee or trustees.

3.5 Trust Deed Binding on Successors and Assigns. This Trust Deed is binding on and inures to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion of it becomes vested in any person other than Grantor, Beneficiary will have the right to deal with the successor regarding this Trust Deed, the Trust Property, and the Obligations in any manner that Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations.

3.6 Indemnity. Grantor will hold Beneficiary and Trustee and their respective directors, officers, employees, agents, and lawyers, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except that Grantor will not be liable for acts performed by Beneficiary or Trustee in violation of applicable law or inconsistent with the terms of this Trust Deed.

3.7 Expenses and Attorney Fees. If Beneficiary refers any of the Obligations to a lawyer for collection or seeks legal advice after a default, if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations, or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings, or in connection with any state or federal tax lien), and Beneficiary employs a lawyer to appear in any such action, suit, or proceeding or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve, or enforce Beneficiary's interests, then in any such event Grantor must pay reasonable attorney fees, costs, and expenses incurred by Beneficiary or its lawyer in connection with the above-mentioned events or any appeals related to them, including but not limited to costs incurred in searching records, the cost of title reports, and the cost of surveyors' reports. Those amounts will

be secured by this Trust Deed and, if not paid on demand, will bear interest at the rate specified in the Note.

3.8 Applicable Law. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed will be governed by Oregon law.

3.9 Captions. The captions to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and do not define, diminish, or enlarge the rights of the parties or affect the construction or interpretation of any portion of this Trust Deed.

3.10 Person Defined. As used in this Trust Deed, the word *person* means any natural person, partnership, trust, corporation, or other legal entity of any nature.

3.11 Severability. If any provision of this Trust Deed is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Trust Deed, and the other provisions will be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

3.12 Entire Agreement. This Trust Deed contains the entire agreement of the parties with respect to the Trust Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid.

3.13 Commercial Property. Grantor and Beneficiary covenant and warrant that the Property and Improvements shall be used exclusively as a community mental health facility during the five year period from the Effective Date and for no other purpose during that period.

3.14 Standard for Discretion. If this Trust Deed is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard of good faith, fairness, or reasonableness shall apply.

3.15 Incorporation of Recitals and Definitions as Substantive Provisions. The Recitals and Definitions first set forth above shall be considered substantive provisions of this Trust Deed and not mere recitals.

GRANTOR
Mid-Columbia Center for Living

GRANTEE:
Wasco County, Oregon

By: _____
Barbara Seatter, Executive Director

By: _____
Tyler Stone, Administrative Officer

STATE OF OREGON)
) ss.
County of _____)

On _____, 2017, before me personally appeared Barbara Seatter, who being duly sworn, stated that she is the Executive Director of Mid-Columbia Center Living, and acknowledged the foregoing instrument to be the voluntary act and deed of Mid-Columbia Center for Living, executed by her pursuant to the authority of its board of directors.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of _____)

On _____, 2017, before me personally appeared Tyler Stone, who being duly sworn, stated that he is the Administrative Officer for Wasco County, Oregon, and acknowledged the foregoing instrument to be the voluntary act and deed of Wasco County, Oregon, executed by him pursuant to the authority of its board of commissioners.

Notary Public for Oregon
My commission expires: _____

GROUND LEASE

This GROUND LEASE (this “Lease”) is made and entered into effective on the same date as the Effective Date of Contract No. C15007 (the “Contract”) entered into by and between Wasco County, Oregon, as Recipient and the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority (IFA) wherein Recipient Wasco County agreed with IFA to administer a Community Development Block Grant (CDBG) on behalf of Mid-Columbia Center for Living (MCCFL) to construct a community mental health facility in The Dalles, Oregon to serve citizens of Wasco County, Sherman County and Hood River County to provide treatment and services for 1,600 low to moderate income adults, children and families dealing with mental illness, addictions and/or developmental disabilities. This Lease is made and entered into by and between MCCFL as Lessor and Wasco County, Oregon as Lessee.

RECITALS

A. Pursuant to this Lease, Lessor intends to lease to Lessee, and Lessee intends to lease from Lessor, the real property legally described as Parcel 2 of Partition Plat Number 2012-0002 recorded March 29, 2012 under Microfilm No. 2012-001034, Records of Wasco County, State of Oregon (the “Premises”).

B. Lessee intends to construct a community mental health facility on the Premises in accordance with the Contract and the IFA and that certain Intergovernmental Agreement between Lessee and Lessor, executed by Lessee on the 2nd day of September, 2015 and filed on October 5, 2015 as Commissioner’s Journal No. CJ2015-00180 (IGA) and as further developed in consultation with design professionals (the “Project”). The Project and any future alterations, additions, replacements, or modifications to the Project during the Term (defined in Section 2.1) of this Lease are referred to in this Lease as the “Improvements.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

Section 1. Construction and Conditions

1.1 Lessee will construct the Project in the manner and within the time period described in the Contract. The Project will be constructed in accordance with all Legal Requirements and in a good and professional manner. For purposes of this Lease, the term *Legal Requirements* includes all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, departments, and commissions.

1.2 Except as provided in this Lease, Lessor shall not encumber Lessor’s interest in the Premises without Lessee’s prior written consent.

Section 2. Lease Term and Rent

2.1 Starting on the Effective Date, the Premises will be leased for a term of forty (40) months (the "Term"), unless earlier terminated pursuant to the terms of this Lease. Lessee will have the option to extend the Term for up to twelve (12) additional months, if such extension is approved by the IFA ("Extension Term"). If Lessee elects to extend the Lease, Lessee will give to Lessor not less than two (2) month's prior written notice of the same. The terms of this Lease and any amendments to it will continue to apply during the Extension Term.

2.2 In lieu of rent, Lessee agrees to comply with the Intergovernmental Agreement between MCCFL and Lessee as well as the Contract.

2.3 Lessor will be responsible for paying the following costs relating to the Premises and Project:

- 2.3.1 Cost of construction insurance for the Project;
- 2.3.2 Premises liability insurance during construction of the Project;
- 2.3.3 All utilities incurred at the Premises during the construction process;
- 2.3.4 Systems development charges relating to the Project and Premises;
- 2.3.5 Hook up fees and connection charges relating to the Project.

2.4 Utilizing CDBG funds and funds provided by Lessor, Lessee shall construct the Project consistent with plans and specifications approved by IFA, in accordance with the Contract.

Section 3. Use

3.1 Lessee will use the Premises during the Term for the development and construction of the Project and for no other purpose without the prior written consent of Lessor and IFA.

3.2 Lessee will not use or store Hazardous Substances on any part of the Premises, except in compliance with Legal Requirements, and then only if required to complete the Project. The term *Hazardous Substance* means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection under Environmental Standards, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by the United States Environmental Protection Agency (40 CFR pt 302).

3.3 Lessee will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that now apply to the Premises or that have been granted to or contracted for by Lessor relating to the Premises.

Section 4. Compliance with Legal Requirements

4.1 Throughout the Term, Lessee will promptly comply with the Contract, IGA and all Legal Requirements that may apply to the Premises or to the use or manner of uses of the Premises or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Lessee will pay all costs of compliance with Legal Requirements, subject to reimbursement by Lessor, under the Contract and/or IGA. This Lease is executed and the terms hereof are subject to all encumbrances and other documents of record which affect the Property.

4.2 Lessee will have the right, after prior written notice to Lessor, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Lessee or Lessor or both, without cost or expense to Lessor, the validity or application of any Legal Requirement subject to the following:

4.2.1 If, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Improvements and without subjecting Lessee or Lessor to any liability, civil or criminal, for failure to comply, Lessee may delay compliance until the final determination of the proceeding; or

4.2.2 If any lien, charge, or civil liability would be incurred by reason of any such delay, Lessee nevertheless may contest the matter and delay compliance as long as the delay would not subject Lessor to criminal liability or fine, and Lessee furnishes to Lessor security, reasonably satisfactory to Lessor, against any loss or injury by reason of the contest or delay, and prosecutes the contest with due diligence.

4.3 Lessor will execute and deliver any appropriate papers that may be necessary or proper to permit Lessee to contest the validity or application of any Legal Requirement as long as Lessee has satisfied all the requirements of this section and Lessor will incur no cost.

Section 5. Repairs and Maintenance

5.1 Lessee will construct and maintain Improvements to keep them in a clean and good condition and repair throughout the entire Term. Lessee's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

5.2 Lessor will in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs during the Term.

5.3 Lessor assigns to Lessee, without recourse, any rights that Lessor may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Lessee as a result of the damage.

Section 6. Signage

Lessee will be permitted to install any signage that is in compliance with local sign ordinances and the Contract, if any.

Section 7. Title to Improvements

Title to Improvements will be and will remain in Lessor during the term of the Lease.

Section 8. Inspection and Access

Lessee will permit authorized representatives of Lessor to enter the Premises and the Improvements at all reasonable times during usual business hours for the purposes of inspecting them. Nothing in this Lease implies any duty or obligation on Lessor's part to do any work or to make any Improvements of any kind whatsoever to the Premises. Lessor's performance of any work will not constitute a waiver of Lessee's default in failing to perform the same.

Section 9. Exculpation and Indemnity

9.1 Lessee will indemnify and hold Lessor harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect fees and attorney fees, that may be imposed on or incurred by or asserted against Lessor by reason of any of the following occurrences during the Term:

- (a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Lessee or any party other than Lessor;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
- (c) Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, but only up to the limits of Lessee's liability insurance coverage with respect to any such negligence of Lessor; or
- (e) Any failure of Lessee to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Lessee to comply with or to perform.

9.2 If any action or proceeding is brought against Lessor because of any such claim, Lessee, on written notice from Lessor, will, at Lessee's expense, resist or defend the action or proceeding by counsel approved by Lessor in writing, which approval will not be unreasonably withheld.

9.3 If any action or proceeding is brought against Lessee by reason of any such claim, Lessor will, on written notice from Lessee, at Lessor's expense, resist or defend the action or proceeding by counsel approved by Lessee in writing, which approval will not be unreasonably withheld.

Section 10. Condemnation

10.1 If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation, or if in Lessee's sole judgment the taking or condemnation of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the taking or condemnation, then this Lease and the Term, at Lessee's option, will cease and terminate as of the date on which the condemning authority takes possession (any taking or condemnation of the land described in this section being called a "Total Taking").

10.2 If this Lease expires and terminates as a result of a Total Taking, the award for the Total Taking will be apportioned and paid to Lessor.

10.3 If, during the Term, the Premises or the Improvements are taken or condemned, but the taking or condemnation is not a Total Taking and not a temporary taking of the kind described in Section 10.4, or if a change occurs in the grade of the streets or avenues on which the Premises abuts, this Lease and the Term will not cease or terminate but will remain in full force and effect with respect to the portion of the Premises and the Improvements not taken or condemned (any taking or condemnation or change of grade of the kind described in this Section being referred to as a "Partial Taking"), and in that event the total award or awards for the taking will be apportioned to Lessor.

10.4 If all or a part of the Premises or the Improvements is taken for temporary use, this Lease will continue without change, as between Lessor and Lessee, and Lessee and Lessor will be entitled to share the burden thereof as they agree or as directed by the IFA.

10.5 In the event of any dispute between Lessee and Lessor regarding any issue of fact arising out of a taking mentioned in this section, the dispute will be resolved by the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the dispute.

Section 11. Assignment and Subletting

Lessee will not sell, assign, sublease, or in any other manner transfer this Lease or any interest in this Lease or the estate of Lessee under this Lease without the prior consent of Lessor, which consent may be withheld in Lessor's sole discretion.

Section 12. Default and Remedies

12.1 The occurrence of any one or more of the following events of default constitutes a breach of this Lease by Lessee:

12.1.1 Lessee defaults in its obligations under the Contract or the IGA between the parties; or

12.1.2 Lessee, whether by action or inaction, is in default of any of its obligations under this Lease (other than a default per section 12.1.1) and the default continues and is not remedied within twenty (20) days after Lessor has given Lessee a notice specifying the same, or, if the

default can be cured but not within twenty (20) days, Lessee has not (a) commenced curing the default within the twenty- (20-) day period, (b) notified Lessor of Lessee's intention to cure the default, or (c) continuously and diligently completed the cure of the default; or

12.1.3. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of any involuntary petition of bankruptcy and Lessee's failure to secure a dismissal of the petition within seventy-five (75) days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within thirty (30) days.

12.2 Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

12.2.1 Lessor or Lessor's agent or employee may immediately or at any time thereafter reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that Lessor may have, hold, and enjoy the Premises.

12.2.2 Lessor may relet the whole or any part of the Premises from time to time, either in the name of Lessor or otherwise, to any Lessees, for any terms ending before, on, or after the expiration date of the Lease Term, at any rentals and on any other conditions (including concessions and free rent) that Lessor determines to be appropriate provided that the Premises continue to be used as a community mental health facility consistent with the Contract.

12.3 No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

12.4 Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 13. Nonmerger

There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

Section 14. Quiet Enjoyment

Adhering to all covenants, agreements, and conditions of this Lease, Lessee will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Lessor, subject, however, to the exceptions, reservations, and conditions of this Lease, the Contract and the IGA.

Section 15. Surrender

Except as otherwise provided in this Lease, Lessee, on the last day of the Term, will surrender and deliver the Premises and all Improvements to the possession and use of Lessor without fraud or delay, free and clear of all lettings and occupancies other than subleases then terminable at the option of Lessor or subleases to which Lessor has specifically consented, and free and clear of all liens and encumbrances, without any payment or allowance whatever by Lessor on account of any Improvements on the Premises and subject to the Contract and IGA.

Section 16. Invalidity of Particular Provisions

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

Section 17. No Representations

Lessee acknowledges that it has examined the Premises and that no representations regarding the condition of the Premises have been made by Lessor or any agent or person acting for Lessor (except as expressly provided in this Lease). Lessor will have no liability because of, or as a result of, the existence of any subsurface or soil condition, either on the Premises or on adjacent land, that might affect Lessee's construction.

Section 18. Notices

18.1 Any notice required or permitted by the terms of this Lease will be deemed given if delivered via email with receipt obtained, to the applicable email address below or personally to an officer of the party to be notified, or sent by United States registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Lessor: Mid-Columbia Center for Living
Barbara Seatter, Executive Director
Mid-Columbia Center for Living
419 E. 7th Street, Room 207
The Dalles, OR 97058
Email: barbara.seatter@mccfl.org

With a copy to: Deborah M. Phillips
Phillips Reynier Sumerfield & Cline, LLP
P.O. Box 758
Hood River, OR 97031
Email: deborahlaw@phillipsreynier.com

If to Lessee: Wasco County
Tyler Stone, Administrative Officer
511 Washington Street, Suite 101
The Dalles, OR 97058
Email: Tylers@co.wasco.or.us

With a copy to: Kristen Campbell, Esquire
Wasco County Counsel
Timmons Law PC
P.O. Box 2350
The Dalles, OR 97058
Email: kristen@timmonslaw.com

18.2 Notwithstanding anything in this section to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this section will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Section 19. Costs and Attorney Fees

If any suit, action, arbitration, or other proceeding of any nature whatsoever, including (without limitation) any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Lease or any provision of this Lease, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees as well as reasonable fees for paralegals, accountants, and other experts and professionals and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with the proceeding, including (without limitation) deposition and expert fees and costs incurred in creating exhibits and reports, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. As used in this

Lease, the *prevailing party* is the party in whose favor the balance of the issues are decided. In determining who is the prevailing party, the parties agree that an award of money damages will be one factor in the judge's, arbitrator's, or other authority's decision but will not be the only factor. Other factors for the judge, arbitrator, or other authority to consider include, but are not limited to, the number, size, and importance of claims asserted by the party in whose favor a monetary award was made but on which the party did not prevail, the size of any monetary award in relation to the amount requested, and the resolution of nonmonetary issues. To aid in its determination of who is the prevailing party and the reasonableness of the award of attorney fees, the judge, arbitrator, or other authority will be entitled to compare his or her final award to the parties' settlement offers made in writing before the trial, arbitration hearing, or the proceeding. For purposes of this Lease, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word-processing staff, and other support personnel) and any postpetition fees in a bankruptcy court. For purposes of this Lease, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; and costs incurred in searching records.

Section 20. Applicable Law

This Lease will be governed by, and construed in accordance with, the laws of the state of Oregon.

Section 21. Binding Effect

The covenants and agreements contained in this Lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors and assigns.

Section 22. Time Is of the Essence

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Section 23. Relationship of Parties

Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.

Signatures on next page.

Approved by the Wasco County Board of Commissioners on the ____ day of _____,
2017.

By: _____
Scott Hege, Commissioner

By: _____
Steve Kramer, Commissioner

By: _____
Rod Runyon, Commissioner

Approved by the Mid-Columbia Center of Living Board of Directors on the _____ day
of _____, 2017.

By: _____
_____, Director

By: _____
_____, Director

By: _____
_____, Director

Agenda Item
MCCFL CDBG Project Bid Opening

- [Staff Memo](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MCCFL CDBG CONSTRUCTION PROJECT BID OPENING
DATE: 10/13/2017

BACKGROUND INFORMATION

On September 15, 2017, an RFP for construction of a CDBG funded mental health facility was issued. On September 27, 2017, a pre-bid meeting was held for said project. The deadline for submission of bids was set for 2 p.m. on Wednesday, October 18, 2017.

Under the terms of the grant agreement, bids must be opened between 2:00 p.m. and 5:00 p.m. Following the bid opening, members of the project team will review and evaluate the submitted bids and return to the Board at a future date to provide a recommendation for the selection of a general contractor for the project.

The Dalles Chamber of Commerce Façade Update

Background:

The current structure was built in 1937 for the Chamber of Commerce, a 501 (C) 6 organization. The building has a flat roof with slightly corbelled banding at the cornice line with an art deco influence. The front elevation is accentuated by a recessed entrance. The exterior of the structure is covered with stucco.

The Board of Directors would like to preserve the historic structure and bring back much of the original design. The Chamber has been allocating funds for building improvements and was recently awarded Wasco County/ City of The Dalles Enterprise Zone funds in the amount of \$15,000. We are hopefully with the façade grant program and additional donation of services we can complete the project in its entirety.

Current Situation:

The façade of the structure is in dire need of repair. Restoration work of the stucco is needed, the current deck is splintering, and the ADA ramp does not meet current requirements. Additional lighting and installing fencing around the treed visitor park will deter overnight camping .

Project Components:

- Front and Employee Entries – current wooden structures have widespread deterioration and are a safety hazard. The ramp does not meet current ADA requirements. The new entries will compliment and preserve the original aesthetic intent of this art deco structure. The deck materials will be concrete and iron work to keep future upkeep at a minimum.
- Painting and Repair – The historic windows have been painted shut over the years and are in need of repair and preservation. This work will allow for ventilation as well as preserving and protecting the window frames. The original stucco is in need of repair which will require the building to be rebranded with a color more inline with the historic era of the building.
- Flag Pole – The current pole will need to be moved to a new location to accommodate the new ADA ramp. Moving the flag pole to northeast corner of property near an existing power source will allow for a properly lighted flag and higher visibility.
- Lighting – Currently the building has little to no lighting which is a safety hazard and reduces visibility. New lighting would enhance the historic feel of building, be consistent with lights found in the historic district, and improve safety and visibility for visitors.
- Signage –. New lettering on the building will bring the building back to its' 1937 style and will be more easily visible. The freestanding sign with a map of The Dalles will be repaired and proper lighting will be added for visitors ease of viewing.
- Landscaping – The current landscaping must be removed for installation of the new entries. New landscaping will include proper irrigation be installed to enhance the appearance of the property.
- Fencing –The Visitor Center, Chamber of Commerce has been a popular place for transient camping and with the installation of site fencing, the treed park will be secured at night so visitors to our town will not be greeted by inappropriate use of the park. There is also a concern for employee safety due to litter, human waste, and other issues each morning. The fence materials will be compatible with the adjacent public pool area.
- Parking Area – Repairing, repaving, striping parking and handicapped areas, and providing directional signs will improve safety of visitors and reduce confusion and congestion.

Beginning Project Cost Projections:

\$1,000	Design Architectural Work (LRS Architect)
\$14,832	Fencing (Kiwi Fence)
\$22,255	Entries front & Rear w/ADA ramp (Stamp the earth)
\$21,800	Resurfacing and repair of parking and paved areas (Seal Kote)
\$5,941	Building lighting, Flag Pole, Kiosk (Hire Electric)
\$8,988	Painting and repair of façade and historic windows (Adams Construction)
\$1,460	Landscaping, including plumbing of sprinklers (FLI Landscaping)
\$1,443	Building Signage (Rusty Ebdon)

\$77,719.00 Total Project Costs

Additional Costs during the Project

\$2,000	Additional Design Architectural Work
\$5,856	Entry Rails for front steps, ramp railings, back steps (Schock Welding)
\$1,865	Additional gravel and asphalt due to grade on steps (Seal Kote)
\$30.00	Planning Permit for Planning Department (City of The Dalles)
\$1,064.83	Permit for Building Project (MCOG)
\$70.00	Recording Fee (Wasco County Clerk)
\$215.54	Dump Fees for Demo (The Dalles Chamber)
\$192.50	Equipment Rental for Demo (Sawyers)

\$11,293.87 Total Additional Costs

Total for Project

\$77,719.00	Projected Costs
<u>\$11,293.87</u>	Additional Costs

\$89,012.87 Total Project Costs

Funding:

\$16,000.00	Chamber Funds located in CD-1058
\$15,000	City/County Enterprise Zone Funds
\$9,000	Additional Matching Funds, Chamber Maintenance Account
\$3,000	<i>Applying</i> for special Architect Grant Funding (City)
\$38,517.00	Urban Renewal Façade Matching Grant for project (Urban Renewal)
\$7,495.87	Additional Funds for overage on project, Chamber's Maintenance Account
<u>\$89,012.87</u>	Total Resources for Project

THE DALLES AREA CHAMBER OF COMMERCE

FAÇADE REHABILITATION

2017

THE DALLES CHAMBER

1937





THE DALLES CHAMBER

OCTOBER 2016

THE DALLES CHAMBER

ARCHITECTURAL RENDERINGS

2016



SHEET TITLE: **EXTERIOR RENDERING - OPTION 1**

2016 8:40:05 AM

LRS
ARCHITECTS
LRS Architects, Inc. © 2016

720 NW Davis
Suite 300
Portland OR 97209
503.221.1121
503.221.2077
www.lrsarchitects.com

**PRELIMINARY
NOT FOR CONSTRUCTION**

PROJECT NAME: The Dalles Chamber of Commerce Renovation
PROJECT NUMBER: 216221
DRAWN BY: RLW
DATE: 10.31.16

SHEET:

A990
CONCEPTUAL DESIGN
08.19.16

THE DALLES CHAMBER

OCTOBER 2017





THE DALLES CHAMBER

OCTOBER 2017



THE DALLES AREA CHAMBER OF COMMERCE

THANK YOU TO ALL WHO MADE THIS PROJECT POSSIBLE!!!!

Adams Design Center
Columbia Gateway Urban
Renewal Agency
Discover Rentals
F.L.I. Landscape
Google
Gorge Country Media
H₂Oregon
Hire Electric
Kiwi Fence Contractors
LRS Architects

Napa Auto Parts
Schock Welding
Seal Kote Plus
Stamp the Earth
The Dalles Chamber Board of
Directors
The Dalles Concrete
Total Lawn Care & Cleaning, LLC
Tum-a-Lum Lumber
Wasco County
City of The Dalles

Memo

Date: Oct. 17, 2017

Subject: Conditional Material Handling Concurrence for Collectors, Aggregators, and Local Governments

Background

China intends to prohibit the import of certain mixed paper and plastic grades beginning on January 1, 2018. Additionally, China has announced a new and exceedingly stringent recyclable contamination standard of 0.3 percent. China is the main market for Oregon's recyclable mixed paper and plastic. This has created a condition where the primary market for the bulk of Oregon's recyclable materials is severely constrained and in jeopardy of disappearing.

In an effort to meet the tightened contamination standards, recycling processing facilities have slowed their sorting lines. This has resulted in a slower throughput of materials. The flow of materials from Oregonians sent for recycling has not slowed to match this constraint. Without an outlet for the collected materials, sorting and storage capacity have become constrained. In some cases, processing and storage capacity have already been exceeded and recycling costs exceed disposal costs.

DEQ, working closely with representatives from the recycling industry and local governments, has initiated a short-term stopgap solution to help alleviate the flow of materials throughout the collection and processing system. When all options to find markets for recyclable commodities have been exhausted, DEQ concurs that landfilling these materials on a temporary basis is an unfortunate but needed option at this time.

Effective date and duration

Effective date: October 18, 2017.

Duration: Six months with interim review in three months. Adjustments may be made if conditions change.

Required conditions (DEQ is not requesting that this information be submitted at this time but, may in the future to verify conditions are met.)

- 1.1. Prior to disposal, good faith efforts were made to find recycling processors or end markets for the materials.
- 1.2. The material disposed of can no longer be collected (including consideration of storage and other physical constraints) and sold at a net cost equal to or less than the cost of collection and disposal.
- 1.3. Impacted local governments have been informed and if needed, their approval is obtained.

Reporting requirements

2. Notification of proposed actions by recycling collectors, aggregators or local government to DEQ via email to RecyclingMarkets@deq.state.or.us. DEQ will then send a link to an online form for submittal of the following information.



State of Oregon
Department of
Environmental
Quality

Materials Management
Program
700 NE Multnomah Street,
Suite 600
Portland, OR 97232
www.oregon.gov/DEQ

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- 2.1. Material types
 - 2.2. Estimated amounts of material to be disposed (please be specific)
 - 2.3. Sources (when known) — Commercial, Residential, Depot
 - 2.4. Geographic area of material origin (City, County, etc...)
 - 2.5. Proposed start date
 - 2.6. Proposed disposal location
3. Reporting by an authorized representative (complete online form by the 15th of the following month until end date or expiration).
- 3.1. Actual material types disposed (i.e. mixed plastics codes 3-7)
 - 3.2. Actual amounts of recyclable material disposed
 - 3.3. Actual Sources of materials — Commercial, Residential or Depot
 - 3.4. Actual geographic area of material origin (City, County, etc...)
 - 3.5. Actual disposal date(s)
 - 3.6. Actual disposal location(s)



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