



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 19, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

9:00 a.m.	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 <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>FEMA MOA</u> ; <u>ORMAP Application</u> ; <u>Appointments</u> ; <u>MCCFL CDBG</u> ; <u>Request Letter</u> ; <u>Oregon Vietnam Memorial</u> <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.) <u>Minutes: 8.15.2018 Regular Session</u> ; <u>9.11.2018 Dufur Town Hall</u>
9:30 a.m.	<u>Fair Report</u> – Kay Tenold
9:40 a.m.	<u>RSS Architecture Proposal for Services</u> – Fred Davis
9:50 a.m.	<u>Maupin Projects</u> – Mayor Ewing, Sharon DeHart, Ingrid Dankmeyer
10:05 a.m.	<u>CGCC Updates</u> – Dan Spatz
10:20 a.m.	<u>Building Codes Management</u>
	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



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

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

Discussion List – MCCFL Documents

Mid-Columbia Center for Living Executive Director Barbara Seatter reminded the Board that at their last session they approved a Promissory Note and Construction Agreement to support a loan for the completion of the Mental Health Clinic Community Development Block Grant Construction Project. She added that MCCFL had secured the loan with a trust deed for the property on which the clinic is being built. Further security was to be provided through a second trust deed which had not yet been finalized by the attorneys. That trust deed, for MCCFL's Lincoln Bldg., is now ready for final execution. She explained that there is language in the deed that allows MCCFL to sell the building and use the proceeds to pay down the loan. She concluded by saying that the MCCFL Board has already approved the deed.

Vice-Chair Hege disclosed that he also sits on the MCCFL Board of Directors.

{{{Commissioner Runyon moved to approve the Trust Deed from Mid-Columbia Center for Living to Wasco County as additional security for a \$2,250,000 loan to be used for the construction of a Mental Health Clinic. Vice-Chair Hege seconded he motion which passed unanimously.}}}

Kathy White explained that Amendment 5 to the grant Contract between Wasco

County and the Oregon Infrastructure Authority recognizes the change in the budget that resulted from the Wasco County loan and some additional MCCFL reserve funding.

{{{Commissioner Runyon moved to approve Amendment #5 to the grant Contract between Wasco County and the Oregon Infrastructure Finance Authority for Project #C15007. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – ORMAP Application

Surveying and Engineering Technician Ivan Donahue explained that this program is designed to remap all tax lots to bring the Assessor's Tax Lot maps in line with their position in the real world. He stated that this is the sixth grant for which we have applied, with applications occurring approximately every six months. This application is for \$80,460 out of the \$84,000 available. The focus for this application/work will be Pine Hollow and Wamic – the current calculations in these areas are as much as 70 feet off. He went on to say that we contract with Lane County for the creation of the maps; they will soon begin work on the Tygh Valley maps for which we gathered data last year. GIS Coordinator Tycho Granville said that they have developed a good routine and the project is moving right along.

Vice-Chair Hege asked if the area of The Dalles into Mosier still has to be mapped. Mr. Donahue replied that in a previous grant Wasco County did the survey control work for that area which is now in the queue for Lane County to do the remap.

Vice-Chair Hege asked how long the entire project will take. Mr. Donahue replied that the work being done now is in the densest tax-lot areas and takes a long time; once we get past that it will go much more quickly.

Discussion List – Appointments

{{{Vice-Chair Hege moved to approve Order 18-038 appointing Kristina Coleman to the Wasco County library Service District Board of Directors. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve Order 18-039 appointing Michael Wacker to the Wasco County/The Dalles Museum Commission. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – FEMA MOA

Emergency Manager Juston Huffman explained that this agreement is a Presidential avenue to emergency declarations. He said that although he has been working on this agreement for six months, it will not be in time to participate in the October national system test; we should be able to make the next one. He went on to say that this will allow our system to integrate with national notices in our reverse 9-1-1 program. He added that an engineer is working on our Emergency Alert System which will also integrate for national noticing. He stated that FEMA will likely mandate this in the future.

Vice-Chair Hege asked if this will require new equipment. Mr. Huffman replied that it is only software; Everbridge has done this across the nation and it will not require anything from our own Information Systems Department.

Vice-Chair Hege asked what the difference is between EAS and IPAWS. Mr. Huffman replied that EAS is broadcast through BiCoastal radio – even people driving through the area will be able to get the information.

{{{Commissioner Runyon moved to approve the Memorandum of Agreement between Wasco County and the Federal Emergency Management Agency regarding the use of Wasco County Interoperable System and IPAWS OPEN Platform for Emergency Networks. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – Request Letter

Chair Kramer stated that he would like to respond to Ms. Bradley's letter (included in the packet) regarding the death of her family members on Hwy 26 in Wasco County. He added that he would also like to communicate with ODOT and the Forest Service.

Commissioner Runyon noted that he serves on the Lower John Day Area Commission on Transportation. He stated that he sent Ms. Bradley's letter on to our ODOT representative and asked that it go on the agenda for discussion. He said that while it is an ODOT road, the stretch of road in question is in Wasco County. This is not the only accident to have occurred in this section; he has asked for confirmation of the statistics included in the letter.

Vice-Chair Hege said that the accident Ms. Bradley's family suffered occurred in

December; there was another fatality just last month.

Wasco County Public Works Director Arthur Smith said that Hwy 26 has a huge volume of traffic and there are areas of that road for which he is sure ODOT has identified safety concerns. He said sometimes it takes a little nudge to move something up on the priority list and the letter could help with that.

Commissioner Runyon said he believes there is enough data to support the harder look.

Vice-Chair Hege asked if this section of Hwy 26 is in the LDJ ACT area. Mr. Smith replied that he believes it is.

*****The Board was in consensus to send the letter to Ms. Bradley and communicate with ODOT and the Forest Service regarding the safety of Hwy 26 in Wasco County.*****

Discussion List – Oregon Veterans Memorial

Commissioner Runyon explained that there is a movement to have private donations place a Vietnam Memorial with all the other war memorials in Salem. He said that he supports the efforts.

Chair Kramer added his support, saying that the community should take a look at the information included in the packet.

*****The Board was in consensus to provide a letter of support for the private donation funded Vietnam Veterans Memorial in Salem, Oregon.*****

Consent Agenda – 8.15.2018 Regular Session Minutes & 9.11.2018 Town Hall Minutes

Commissioner Runyon noted that he was not present for the 9.11.2018 Town Hall.

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

Agenda Item – Fair Report

Fair Manager Kay Tenold reported that the weather was good for the 2018 Wasco County Fair and the gate was up over last year. Income from vendors was also up this year although not all vendors experienced an increase. The Senior Lunch

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went well – it is a sponsored event. There was music and vendors on-hand for the lunch.

Ms. Tenold went on to say that the rodeo went well. The Rodeo is also a sponsored event; one of the businesses withdrew at the last minute and Stratton Insurance stepped up to fill that funding gap. There were eight riders which is a good turnout – the organizer proclaimed it to be the best rodeo of the summer.

Ms. Tenold reported that camping was up; the derby had 14 entries – up from 12 last year. All in all, sponsors brought in over \$14,000. She stated that this year they hired Mike Cutler for media presence and he did a great job marketing the Fair. There were no injuries at this year's Fair.

Commissioner Runyon asked if they have addressed the parking issues. Ms. Tenold replied that it is one of a few issues Finance Director Mike Middleton has brought to light; the Fair Board will be looking at that and other items for improvement for next year. They want to work with Public Works to use cones and draw lines. She said they also know they are losing admissions and it is a problem for those who staff the gates. She said that the PTO did the gate last year and this year but it is hard to find volunteers to staff it; people don't want to drive out from The Dalles every day.

Chair Kramer encouraged the Fair Board to continue to work with Mr. Middleton toward improvements. He commended them for all their efforts at this year's Fair.

Agenda Item – RSS Architecture Proposal for Services

Facilities Manager Fred Davis reported that, as directed, he is pursuing development of the 1st floor of the Courthouse to turn it into usable space. He said that he went to the list of preapproved professionals and identified someone with suitable experience and expertise; RSS has done this in Tillamook County. He stated that they have come out to look at the space, are interested in the work and have put forth a proposal. He stated that based on that proposal, County Counsel has developed an agreement to move forward with the project. He said that he is here to request approval of the agreement which will result in a preliminary design on which to build.

{{{Commissioner Runyon moved to approve the Consulting Services Contract between Wasco County and RSS Architecture for professional

design phase documents. Vice-Chair Hege seconded the motion which passed unanimously.}}

Chair Kramer said that since the meeting was running ahead of schedule he would take this time to allow Mr. Lease to express his concerns since he was not here for the public comment period. Mr. Lease said that it would not be necessary; it is not what he is here for.

Chair Kramer called for a break at 9:45 a.m.

The Session reconvened at 9:50 a.m.

Agenda Item – Maupin Projects

Maupin Mayor Lynn Ewing said that the Collins Foundation is coming to look at the Maupin Projects for a possible grant of \$150,000. One of the things they look for is local support. He said that he understands that the County may not have the budget for a cash contribution but would like for them to consider some in-kind options such as the waiving of fees.

Ingrid Dankmeyer, a Westby Associate, reported that they have 65% of the funding needed for the library/city hall project. She said that the Oregon Community Foundation has also indicated that local support is a very important factor.

Further discussion ensued about in-kind opportunities and it was determined that the County would have very little involvement in the project as it is within city limits. There could be some minimal Clerk's fees associated with the project for recording documents.

Sharon DeHart commented that the Clinic project needs fill dirt which was provided by the City of Maupin but needs to be screened before it can be used. She suggested that perhaps the County could provide the equipment to do that.

Chair Kramer said that both of these projects are important to the health of the County; noting that Maupin is becoming the rural hub of the County. He pointed out that we are losing population in the southern portion of the County in part due to the lack of services available there. He said that the State has demonstrated their support for the projects with a \$1.6 million investment. He went on to say that the County has \$350,000 in the Special Economic

Development fund with more to come in this fiscal year. He said he would like to move \$50,000 to each of the two Maupin projects for the betterment of the entire county. He asked that the Board take his proposal under consideration.

Commissioner Runyon responded that he thinks it is worth considering; he would like to hear from the County Administrator. He observed that the County provided financial support for the Blue Zones project; he said that he believes these projects are more important to the County as they provide infrastructure for that part of the County. He said he would like to see more in-depth numbers.

Vice-Chair Hege said his only concern is that we develop some framework for the decision-making process; there are a lot of great projects that could use financial support.

Ms. Dankmeyer stated that just the Board's consideration will make a difference to the grant funders.

Agenda Item – Columbia Gorge Community College Update

CGCC Resource Development Director Dan Spatz reported that they have a \$7.3 million allocation from the State that must be matched dollar for dollar by January of 2019. He said that the Department of Justice will allow them to use part of their funding for the match but it will not be enough. He stated that the City of The Dalles paid for a feasibility study which indicated that the housing could be a sustainable business model. The proposed dormitory would have 72 units along with a 23,000 square foot skill center for a single project. Once the match is secured, the State will proceed with a bond sale. CGCC would have three years to complete the project.

Mr. Spatz went on to say that the Board of County Commissioners already has a letter from the College Board and a meeting next week between the County's Administrative Officer, Chair Kramer and College President Dr. Cronin. He said that he and Dr. Cronin are here today to answer any preliminary questions. He added that they have been working with workforce boards to identify trends; while CGCC cannot meet all needs, they can focus on needs that are not currently being met. He said that the goal is to have a skill center that can be flexible enough to meet current and future needs. As for the housing component, about 10% of the students are currently living on the street.

Dr. Cronin said that in evaluating community needs, the College realized that

they do not have the facilities to meet those needs. She said that the goal is to become a destination college; those in outlying areas would attend in greater numbers if housing were available. She said that they can get them started on the path in high school and they can complete their education at the College.

Mr. Spatz provided handouts (attached) to further explain the project goals. He said that the college is aware of enterprise zone discussions that are ongoing and is looking for funding. He went on to say that they are talking with Mr. Goodwin of Wahtonka Community School about combining efforts and funding for their planned upgrades – they have a \$4.3 million FEMA grant some of which could go toward the skills center.

Chair Kramer stated that the Board needs to gather as much information as possible. Commissioner Runyon said that the meeting with Mr. Stone, Chair Kramer and Dr. Cronin will be a useful one. He said the Board can take a better look at it during a work session on October 3rd. Vice-Chair Hege commented that he would like to make a decision on October 3rd and suggested that the work session be scheduled for the morning to allow them to make a decision that afternoon. He suggested that the topics for the work session would be:

1. Direct County support for community projects
2. How do we see using Enterprise Zone funds moving forward
3. CGCC ask

Commissioner Runyon asked how many students the Wahtonka School would add to the College. Mr. Spatz replied it would be fifty. Commissioner Runyon noted that that will increase the need. Mr. Spatz responded that at CGCC's peak of 1,200, they still had some capacity; the College is comfortable with the additional fifty students. He added that the FEMA grant would place the facility as an additional disaster recovery site.

Vice-Chair Hege asked if the \$7.5 million will also equip the facilities. Mr. Spatz replied that it will. Vice-Chair Hege said that vocational education is lacking and there is a need in our economy for this kind of training. He said that it is his hope that this will be a way to plug our high school students in to career paths other than 4-year degrees. Mr. Spatz agreed, saying that they are in discussions with the School Districts to align offerings to needs.

Chair Kramer disclosed that his wife works for CGCC which could be a

perceived potential conflict.

Agenda Item – Building Codes Management
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Chair Kramer noted that this is not the first time the Board has discussed this item and had intended to make a decision today. However, at the City of The Dalles' recent work session, the City Council expressed some interest in taking the program. They still have questions that need to be answered. He added that he had a conversation with Rex Turner from State Building Codes who will brief the head of the program this afternoon. He said that at the Work Session, the City Council put the idea of a one-stop-shop back on the table; however, funding is a major concern.

Assistant City Manager Matthew Klebes said that he had to leave the Work Session before this topic was closed. He said that the major question is funding and questions about the Building Codes reserves. Commissioner Runyon explained that if the State takes it permanently it is two years before the City can apply and it is a four year commitment. He said that he has heard that the City Manager is not onboard with the idea. Mr. Klebes stated that he has not heard the final decision.

Chair Kramer said that there was a three to one vote to move forward. He said he will brief the State on our discussion today and put together a meeting with the State, the City and the County. Vice-Chair Hege added that Councilman Brown had stated that if set-up funding from the State can be identified, he would be onboard.

Vice-Chair Hege went on to say that our staff did an extensive report on options for program in 2015. He said that his sense that even with the idea of a one-stop-shop it would include the City and County Planning Departments. He said that this is now a City-led project – the City would be the employer of the Building Codes staff. He noted that the City accounts for more than 80% of the permits issued in Wasco County. He said that at the time the County talked about the one-stop-shop, the City was not interested in the discussion. He said that this discussion doesn't mean that they will take the program; it just means that we will talk about it.

Commissioner Runyon pointed out that when the idea first came up there was a building that could be used; that is no longer available. He asked where this would be housed. Vice-Chair Hege replied that a building is one of the items that

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will need to be vetted. He suggested that the one-stop-shop may be a process with many steps, starting with the City taking on the Building Codes program.

Mr. Klebes said that in the City's Planning Department report, he believes the 4th floor of the Commodore or the City's Public Works building were suggested locations for the program. He said that someone made the comment that the amount of building codes work here supports the Building Codes office being local even if the State operates it.

Vice-Chair Hege said that it was he who made that comment; he said that he thinks there is too much here to run the program remotely. He said that perhaps the path going forward is a meeting with the County, the City and the State. Chair Kramer agreed saying that the basic questions are:

- Can we do it?
- Do we want to do it?
- Can we afford to do it?

Commissioner Runyon commented that he would want to have some confidence in the City's commitment to the program. He asked if the County should make a decision now to not take the program or wait until there is further exploration. Chair Kramer said that if the County chose to give jurisdiction to the State now, it would thwart this process. He said he thinks the County should table that decision until this is sorted out. Vice-Chair Hege agreed, saying that he does not think the County should take the program but now that there is movement, he would like to see where it goes.

Commissioner Runyon observed that the State is having a difficult time staffing the office due to the temporary nature of their position; he said that he does not want to see this become a foot-dragging exercise.

Contractor Chad Smith said he would like to have the program stay with the County or the City. He said that he does not want to see the State keep it as then some of the work will be done remotely. He said that there is an advantage to being able to go see someone and work out the issues face-to-face. He said that what he is hearing is that it is taking 1-3 months to get permits approved.

Further discussion ensued regarding the nature of delays and where plan reviews are taking place. Mr. Smith related that he had one approved and then

after the construction was complete and inspected, he received a letter saying it would not be approved without further information.

Vice-Chair Hege stated that his concern is that the County does not have experience running this program. He said that prior to MCCOG, the State ran the program through an office in The Dalles. Mr. Smith stated that he would like to see the entire process done locally, including plan review. Vice-Chair Hege said that no matter who is running the program, the County also supports that model.

Mr. Lease said that the quality of the work depends on the person doing it. He said that it wasn't Building Codes that failed, it was MCCOG. He said that if they want to solve the problem, they need to read the laws. He approached the Board with a document, raising his voice and pointing his finger in the face of the Chair. Chair Kramer asked him to take his seat.

Mr. Brown, a local contractor, observed that the office is only open five hours a day, four days a week. He said that it makes it very challenging. He said that we need to address plan review. In addition, if someone is only here once a week for structural, it slows down the process. He warned that the result will be people doing work without permits – no one wants to see that happen.

Further discussion ensued regarding the restricted hours; the Board said they would look into it. Vice-Chair Hege said that if that is the way the State would be running the program, he would be more likely to consider taking the program. He said that we want and expect a better service level. He said that we all want the contracting community to get good service with more efficiency.

Mr. Lease engaged with the contractors and was cautioned by the Chair to direct his comments to the Board.

Chair Kramer said that he would call the State this afternoon to set up a meeting with the State, the City and the County to move the conversation forward and answer some of the questions that have been raised. He said that if the State cannot answer those questions, he will recommend the County move forward with a decision.

Commission Call

Commissioner Runyon reported the following items:

- He and Mr. Stone attended a coastal caucus in Lincoln City.
- Mid-Columbia Housing has received more funding.
- NORCOR selected a candidate who declined the offer; they are now considering an alternative management model where a Sheriff will oversee the adult side and a Juvenile Director will oversee the juvenile side with on-site directors for day-to-day operations.
- The City is addressing homelessness.
- There is a MCEDD Executive Session this afternoon.
- Maupin had their ground-breaking – dirt won't move until mid-October.
- AOC is talking to Salem about the funding model for Veterans Service Offices.
- The Veterans Service Advisory Committee has obtained grant funding for suicide awareness – they need to spend it by the end of the year. He is also working with them to market the VSO. Hood River is looking at their Veterans Service Office which could impact the case load for our office.
- Tomorrow is the Gorge Rail listening session.
- He received an invitation to go to the White House in October; there are issues worth bringing forward there.

Vice-Chair Hege noted that he will be in Washington D.C. next week with the Community Outreach Team. He said his focus will be on forest policy, payment in lieu of taxes and urban growth boundaries. If anyone has more, they should contact him. He shared some maps that illustrate the amount of land owned by the federal government in Oregon and throughout the nation.

Chair Kramer said last night he learned about HB4006 for rent burden; the City of The Dalles will have a meeting in November for those discussions and reporting to the State. He said that the challenge will be to find a way to pay for Davis-Bacon without killing the project.

Chair Kramer went on to say that the Forest Collaborative is working to support the Crystal Creek project – bids were due back yesterday. The Rocky Burn NEPA is to be signed and should move forward. They have received funding through the Good Neighbor Authority to provide planning and boots on the ground to

help reduce wildfires.

Mr. Smith said that both the Dufur Valley and Wamic road projects are complete; his crew will be striping them next week.

Planning Director Angie Brewer announced that they have a new Associate Planner starting on October 15th. The Comprehensive Plan revisions are ahead of schedule. Staff is working on community planning for wildfire. The Natural Hazards Mitigation Plan to address natural disaster risks is wrapping up.

Commissioner Runyon noted that the Planning Department needs to be included in the discussions regarding a one-stop shop for Building Codes, Planning, etc. Ms. Brewer suggested that prior to discussions that include the state, written questions be submitted and answers received in writing to provide clarity; ambiguity slowed previous discussions.

Ms. Brewer went on to say that she is active in the Gorge 2020 conversations including urban growth boundary expansion. She said she is tracking the focus areas that will impact investments in infrastructure. She reported that at a recent meeting the Gorge Commission added the potential prohibition of quarries which will significantly impact expansion.

Vice-Chair Hege added that he attended a Gorge Commission workshop where they showed maps of The Dalles and Dallesport with predicted constraints that would leave us with no room for expansion.

Finance Manager Kayla Nelson reported that audit deadlines are approaching. Finance is in the process of implementing two new Eden modules for tracking contracts and assets.

Chair Kramer adjourned the session at 11:25 a.m.

Summary of Actions

MOTIONS

- **To approve the Trust Deed from Mid-Columbia Center for Living to Wasco County as additional security for a \$2,250,000 loan to be used for the construction of a Mental Health Clinic.**
- **To approve Amendment #5 to the grant Contract between Wasco County and the Oregon Infrastructure Finance Authority for Project**

#C15007.

- **To approve Order 18-038 appointing Kristina Coleman to the Wasco County library Service District Board of Directors.**
- **To approve Order 18-039 appointing Michael Wacker to the Wasco County/The Dalles Museum Commission.**
- **To approve the Memorandum of Agreement between Wasco County and the Federal Emergency Management Agency regarding the use of Wasco County Interoperable System and IPAWS OPEN Platform for Emergency Networks.**
- **To approve the Consent Agenda: 8.15.2018 Regular Session Minutes; 9.11.2018 Dufur Town Hall Minutes.**
- **To approve the Consulting Services Contract between Wasco County and RSS Architecture for professional design phase documents.**


CONSENSUS

- **To send the letter to Ms. Bradley and communicate with ODOT and the Forest Service regarding the safety of Hwy 26 in Wasco County.**
- **To provide a letter of support for the private donation funded Vietnam Veterans Memorial in Salem, Oregon.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Rod L. Runyon, County Commissioner



DISCUSSION LIST

[FEMA MOA](#) – Juston Huffman

[ORMAP APPLICATION](#) – Ivan Donahue

[APPOINTMENTS](#) – Kathy White

[MCCFL CDBG DOCUMENTS](#) – Kathy White

[REQUEST LETTER](#)

[SALEM VIETNAM MEMORIAL](#) – Rod Runyon



DISCUSSION ITEM

FEMA MOA

[FEMA INTEGRATED PUBLIC ALERT AND WARNING SYSTEM PROGRAM
MEMORANDUM OF AGREEMENT](#)

[MOTION LANGUAGE](#)

**Memorandum of Agreement
between the
Wasco County
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

Regarding the use of:

**Wasco County
Interoperable System(s)
and**

**IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 1.1

11 Jun 2018

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MEMORANDUM OF AGREEMENT

SUPERSEDES: None

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Wasco County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Wasco County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Wasco County Official

Name: Steve Kramer

Title: Commissioner

X

(Signature Date)

**Wasco County Board of Commissioners
511 Washington Street, Suite 101
The Dalles, OR, 97058**

Federal Emergency Management Agency

IPAWS OPEN System Owner

Name: Mark A. Lucero

Title: Chief, IPAWS Engineering

(Signature Date)

**Attn: IPAWS-OPEN System Owner, Suite 506
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-0001**

FEMA Authorizing Official or Designee

(Signature Date)

FEMA CISO or Deputy CISO

(Signature Date)

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Everbridge Mass Notification System**

Function:	Everbridge is a mass notification system that Wasco County uses for alerting citizens of severe weather, evacuations, etc. We also use the Everbridge to tone out emergency responders to fires, missing persons, etc.
Location:	The Dalles , OR;
Description of data, including sensitivity or classification level:	Only emergency messages will be relayed or retrieved from IPAWS-OPEN.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Lane Magill

Title: Sheriff

Business Email Address: lanem@co.wasco.or.us

Primary Phone Number: 541-506-2592

Alternate Phone Number:

Organization: Wasco County Sheriff's Office

Mailing Address: 511 Washington Street, Suite 102, The Dalles, OR, 97058

Designated Alternate Point of Contact:

Name: Juston Huffman

Title: Emergency Manager

Business Email Address: justonh@co.wasco.or.us

Primary Phone Number: 541-506-2790

Alternate Phone Number:

Organization: Wasco County Sheriff's Office

Mailing Address: 511 Washington Street, Suite 102, The Dalles, OR, 97058

Designated Technical Point of Contact:

Name: Paul Ferguson

Title: Information Services Director

Business Email Address: paulf@co.wasco.or.us

Primary Phone Number: 541-506-2554

Alternate Phone Number:

Organization: Wasco County

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

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Patsy Garnett	202-646-4629	patsy.garnett@fema.dhs.gov	Chief Information Officer, FEMA (Acting)
Craig Wilson	202-212-1523	Craig.Wilson@fema.dhs.gov	Chief Information Security Officer (Acting)
Mark Lucero	202-646-1386	Mark.Lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	Gary.Ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Wasco County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and include:
 - At least eight characters in length
 - At least two (02) upper case and two (02) lower case letters
 - At least two (02) numbers and one (01) special character.
- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Wasco County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Wasco County Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Wasco County Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Name (Print): _____

Signature: _____ Date: _____



PROPOSED MOTION LANGUAGE

SUBJECT: FEDERAL EMERGENCY MANAGEMENT AGENCY MEMORANDUM OF AGREEMENT

FEMA MOA: I move to approve the Memorandum of Agreement between Wasco County and the Federal Emergency Management Agency regarding the use of Wasco County Interoperable System and IPAWS OPEN Platform for Emergency Networks.



DISCUSSION ITEM

ORMAP Application

[FALL 2018 ORMAP APPLICATION](#)

[STATUS MAP](#)

[MOTION LANGUAGE](#)



ORMAP

Grant Application Forms and Instructions

**Oregon Department of Revenue
Property Tax Division
955 Center St. NE
Salem OR 97309-5075**

Dear Oregon Map Project (ORMAP) Grant Requestor:

This application packet will help you through the ORMAP grant application process.

The grant application serves as a request for a project-oriented grant and a hardware/software grant. To ensure acceptance of your grant application, please follow the application instructions included in this packet and provide all necessary information. The information you provide is critical to the approval of your grant.

- ✓ Project-oriented grants: Please submit an electronic copy of the application (sections I, II and III) to the e-mail address below. Also, please include a copy of the County Assessor's signature from section II.E, by fax or by mail by the due date posted on the ORMAP Web site. (www.ormap.net)
- ✓ Hardware/software grants: There is no deadline for these grants. For approved hardware or software purchases submit sections I and II of the application at any time.

Submit county Assessor's signature to this e-mail, fax number, or address. If you have questions about the application or the process, please contact:

ORMAP Project Coordinator
Oregon Department of Revenue
Property Tax Division
955 Center Street NE
Salem OR 97309-5075
Tel: 503-586-8128
Fax: 503-945-8737
or.map@state.or.us

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Important information about the grant application process

- Use this packet and the grant application to apply for ORMAP project-oriented grants and to request funds to purchase approved hardware and software.
- The Oregon Department of Revenue (DOR) must receive all project-related grant request documents by the due date published on the [ORMAP website](#). Late applications may be reviewed during the next grant cycle.
- Grant requests for approved hardware and software: There is no due date on these types of grant requests. You may submit this type of request any time during the year.
- When DOR receives your application, the ORMAP Coordinator will e-mail you, acknowledging receipt.
- Coordinator's roles and responsibilities:
 - **County Coordinator:** DOR encourages each county to designate a single contact person as the county coordinator for the ORMAP grant request process.
 - **ORMAP Project Coordinator:** A department employee who works with the county coordinators, regional coordinators, the ORMAP Technical Group, the ORMAP Advisory Committee, and DOR, addressing project policies, administration, and the grant process.
 - **Fiscal Coordinator:** DOR encourages each county to designate a county employee to be responsible for project accounting.
- Each grant application must include the signature of the requesting county Assessor's or their representative. The ORMAP Coordinator will not review an application until they receive a signed digital or hard copy of the application signature page.
- The ORMAP Technical Group will not review a request unless a county representative, with knowledge of the grant request, is available in person or by telephone conference at meetings concerning their request.
- If the ORMAP Technical Group needs additional information to complete the review of a county's grant application, the county coordinator must complete an addendum form and submit it to the ORMAP Coordinator by the schedule date. The addendum must answer all of the technical group's additional questions.
- The project should meet *ORMAP Technical Specifications* outlined on the ORMAP website (<http://www.ormap.net/index.cfm?opt=grantsfunding>).
- Electronically submit applications to the e-mail address at the end of section III.

How does the ORMAP grant process work?

1. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants
2. County staff sends a completed project-oriented grant application and supporting documents to DOR by the due date. The complete cycle schedule is on the ORMAP site (<http://www.ormap.net/index.cfm?opt=events>). The ORMAP Project Coordinator will review the grant request and may ask for more project information.

The ORMAP Coordinator receives, reviews, and may approve or deny grant applications for the purchase of ORMAP-approved hardware and software at any time.

3. DOR reviews grant applications sent to ORMAP using the ORMAP Funding Criteria (Appendix D) “Administrative Review Criteria” section and ORMAP Policies (Appendix C). Counties are given the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all ORMAP criteria is not submitted to the technical committee for further review.
4. The technical group reviews grant applications that pass the Administrative Review Criteria. The group applies the Technical Review Criteria section of the ORMAP Funding Criteria at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP Project Coordinator. The ORMAP Technical Group meets as often as necessary to review grant applications and addendums for the current cycle. After reviewing requests, the technical group gives a technical recommendation to DOR for each of the requests.
5. DOR using the Priority Scoring, awards points to grant applications that pass both the administrative and the technical committee review. The department will award full funding to grants at or below the 3% limit for small grants prior to using the weighted system. The balance of the fund will be available to the remaining grant applicants. Scoring is only required if the grant applications that pass the administrative and technical committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee reviews addendums and determines that the department applied the rules correctly and the resulting decision on scoring was applied in an objective way.
6. The department notifies each grant requestor in writing of the final award determination within two weeks after announcing the grant awards to the ORMAP Advisory Committee. If necessary, DOR may wait to award a grant until after an ORMAP Advisory Committee review.
7. Requestors may appeal grant decisions to Department’s Director in writing within 30 days of receiving the award letter.

ORMAP Project Coordinator
Oregon Department of Revenue
955 Center St. NE
Salem, OR 97301-2555

8. After DOR awards a grant, it sends a contractual grant agreement to each award recipient. The county signs and returns the agreement to the Department of Revenue.
9. To receive the approved grant funds, the county must submit a statement of completed deliverables and invoices to the ORMAP Project Coordinator prior to the contract expiring.

10. DOR may grant modifications to awarded ORMAP contracts. These modifications may be adjustments to the timeline, deliverables, or amount awarded. The modifications are granted at the discretion of DOR based on availability of ORMAP funds or the circumstances that prevented the completion of the contract. To be granted a contract modification, the County Coordinator must send the completed ORMAP Contract Modification Request form to the ORMAP Coordinator. The department must receive contract modification requests 30 days prior to the contract expiration.

ORMAP Grant Application Checklist

1. Appoint a County Coordinator. <i>This person must have knowledge about the project in order to represent the grant at the ORMAP Technical Group meetings. He or she will need to clarify and provide answers to questions that arise at the meetings.</i>
2. Develop a timeline to complete the grant application on or before the due date.
3. For planning purposes, notify the ORMAP Project Coordinator of the intent to apply for funds as soon as possible.
4. Coordinate with the county Assessor and county cartographer to receive project approval and the Assessor's signature on the application document.
5. Complete the grant application as outlined in the instructions. Work closely with the county, regional, and ORMAP coordinators in planning and preparing your grant application document. Pay attention to: Hardware/Software allowances. <i>Include an explanation of project costs; there is a consideration and possible approval when special circumstances exist.</i>
6. Deliver the completed grant application to DOR by the due date. (Is the due date a specific date each year, or is it a certain number of days past grant application?)
7. Update your county/regional ORMAP business plan, available at www.ormap.net .

Does your grant application...

- have a timeline; is it realistic in relationship to your request
- clearly state the cost of the project; is it cost effective
- have measurable results (deliverables)?
- accomplish the ORMAP goals
- adhere to the current *Oregon Cadastral Data Exchange Standards*, and (www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx)
- fit within your county's ORMAP business plan?

ORMAP Grant Application Instructions

Approved Hardware and Software Purchases: Complete only sections I and II of the grant application. DOR accepts requests for approved software and hardware any time during the year.

Any cost incurred over the allotted amount is the responsibility of the county. If a county requests to purchase GIS software that is not on the approved list, they must submit their request for approval to the ORMAP Technical Committee.

Project-oriented grants: Summarize your project and identify how the grant will help your county reach the ORMAP goals. The ORMAP Technical Group will use sections I and II, as well as the detailed project information in section III to ensure that the project meets the ORMAP Goal criteria.

SECTION I - COUNTY AND GRANT INFORMATION

This section asks for basic information about the county's funding request.

- A. County:** The county requesting ORMAP funds.
- B. Funding Cycle:** Grant cycle in which funds are being requested (such as, fall 2009 or spring 2010).
- C. ORMAP Goals:** Upon completion, what ORMAP goal will the county meet? For ORMAP goal definitions please see "[Appendix C: ORMAP Policies](#)".
- D. Grant Request Amount:** Only include the dollar amount you are requesting from ORMAP.

SECTION II - REQUEST SUMMARY

- A. Description of the Request and Deliverables:** This section is specific to your project and your deliverables. Provide a brief overview of the project.
 - Identify measurable deliverables that will complete certain tasks once approved. To receive grant payment, you must submit statements requesting the funds as the project deliverables and tasks are completed.
 - Identify the geography area to be covered by this project (township and range, city, or UGB)
- B. Timeline:** Indicate the project's start and completion dates. The Technical Group will determine if your project's timeline is realistic.
- C. Total Cost of Project:** List the number and cost of each deliverable in this request for the entire project, not just the ORMAP portion.
- D. Partnerships and Contributions:** List all the other funds you have secured to complete the project. If possible, include a dollar amount. This may include county contributions, state/federal agency contributions, or other funds.
- E. Assessor's Signature:** The sponsoring county's Assessor must sign the grant document.
- F. Fiscal Coordinator and Contact Information:** E-mail, phone, and mailing address.
- G. Project Coordinator and Contact Information:** E-mail, phone, and mailing address.

Section III – Detailed Project Information

In this section, please provide a detailed description of your project; you must answer all the questions. The Technical Group makes recommendations to the Department of Revenue based on this information.

A: Overview

1. Describe what the project is trying to accomplish.

Describe what planned outcome is and how it will be accomplished by this project.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

Please define the geographic area, which this project will cover within the county that is; Township, Range, and Sections, etc.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a status map of your county).

Describe the status of past ORMAP funded projects for your county, please list by funding cycle. Please include a “status map” that defines past project areas, the proposed project area of this application, and any future project phases.

4. Describe, in detail, your technical approach to the project for example, mapping methodology.

Please describe how you plan to complete the project. Include an outline of your mapping methodology; there is an example of the ORMAP Mapping Methodology on the ORMAP site.

5. Describe the project deliverables.

Outline what will be billed to ORMAP (number of tax lots, number of tax maps, or control points).

6. Who will be doing the work (county staff, contractor, department staff, etc.)? Please define their role(s).

Describe who will be responsible for completing the different parts of multi-part project. Define their roles in the project.

7. How will the county cartographer integrate the deliverables into the County maintenance plan?

Please define the role of the County Cartographer in the project. Include their role in the planning, production, quality control, the maintenance of the deliverable.

8. Provide a project timeline with milestones and completion dates.

Detail the project timeline; include milestones and completion dates of the project.

9. Does this project have any partnerships? If yes, please identify them.

Describe any partnerships contributions for this project.

10. Describe any innovations utilized by this project.

Provide details of any new processes or methods used on this project.

11. Detail Costs (who is paying for what?).

Outline which group will pay for what and the other contributions made to help pay for this project

B: Quality Control

1. Who will be responsible for quality control (QC)?

Who will be doing the QC, the county cartographer, other county staff, a vendor, or DOR?

2. Will county cartography staff review the deliverables?

Will a county cartographer be conducting a review of the deliverables?

3. Will there be a review by Department of Revenue's cartography staff?

Will the Department of Revenue's Cadastral Unit be reviewing the deliverables?

4. Describe QC procedures.

Outline the steps used in the QC process for this project.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

For consideration, an "edge matching project" must be along a county boundary and the neighboring county has agreed to use the outcome on their boundary as well. Please identify the percentage of the boundary, in miles, completed by this project.

2. Is this project part of an ongoing multi-phased remapping project?

If this project is part of an ongoing multi-phased project, describe what phase is covered by this project and how many more phases still need to be completed.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

What percentage of the county tax lots and tax maps meet the ORMAP technical specifications? A copy of the ORMAP technical specifications is available on the ORMAP web site. Section 2 of the county's ORMAP business plan will reflect these numbers as well.

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

Upon completion of this grant, will your county complete its remapping process; will you meet goal 6? By saying "yes," a county may not request additional funds from ORMAP until DOR announces it will start accepting applications for projects other than remapping.

5. Is this project part of a multi-county effort? If so, please explain.

Please explain your county's role as well as the role of the other counties identified in this multi-county remapping effort.

6. Will the project cost be affected if it is not fully funded this cycle?

Please identify any affected funding or partnerships if this project did not receive funding from ORMAP.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Please identify what data sharing/licensing agreement, if any. Has the county signed with the State of Oregon?

2. Identify any data restrictions or licensing issues.

Please identify any restrictions the county will place on the ability for this data to be shared with agencies outside of DOR.

E. Background Information

Any other information that you feel may help support the project.

If you have any questions, please contact the ORMAP Coordinator at or.map@oregon.gov or (503) 586-8128.

F. Other Issues - Please identify.

Describe any other issues.

G. Racial and Ethnic Impact Statement

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

The County Assessor must sign the completed section.

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Fall 2018	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$80,460	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Wasco County is seeking \$80,460 to remap 1500 taxlot polygons and capture 204 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 6 th phase of a multi-year project.			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
X	Tax Lot Conversion	1500 polygons in 4S 13E & 1N 13E Sections 2-11	
X	Tax Map Conversion	Index maps in 4S 13E & 1N 13E Sections 2-11 containing 1500 polygons	
X	Control Points	204 control points collected by the Surveyor in preparation for County remapping of 4S 12E township and 4S 11E Section 14	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	204	\$115	\$23,460
Tax lot remapping	1500	\$38	\$57,000
D. Partnerships and Contributions (add lines as necessary)			
Partner		Contribution	
Wasco County Surveyor		GPS equipment, computers, vehicle with gear	
Wasco County Assessor & GIS staff, map research and review		\$6000	
Total Match		\$6000	
E. Assessor's Signature & Date:			
F. Fiscal Coordinator – Name & Contact Number:		Tyler Stone, County Administrator 541-506-2520	

G. Project Coordinator – Name & Title:	Ivan Donahue Survey & Engineer Technician
E-mail address:	ivand@co.wasco.or.us
Phone Number:	541-506-2656
Mailing Address:	2705 E 2 nd St. The Dalles, OR 97058

Section III. Detail Project Information –*Answer all questions*

A. Overview

1. Describe what the project is trying to accomplish.

This project will remap 1500 polygons (using control points captured in the Spring 2017 & Fall 2017 grants) and collect an additional 204 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project all Wasco County taxlots will meet ORMAP technical specifications consistent with Goal 6.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

Remapping of 4S 13E & 1N 13E Sections 2-11 that had control points gathered in the Spring 2017 & Fall 2017 grant cycles.

Capture of 204 control points in 4S 12E Township and 4S 11E Section 14 (51 index maps and 1,117 polygons).

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Spring 2016: 100% Complete

Fall 2016: 100% Complete

Spring 2017: 100% Complete

Fall 2017: Expected completion date December 2018

Spring 2018: Expected completion date June 2019

See attached Wasco County ORMAP Status Map Fall 2018

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

A. Review existing documents

B. The Surveyor will research control points in the office.

C. The technicians will find corners in the field and collect coordinates for control points, working under the direct supervision of the surveyor, to sub- foot accuracy using real-time GPS. The county maintains survey grade GPS equipment. Providing this equipment to the project is an additional cost match

5. Describe the project deliverables.

Tax Maps containing 1500 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

204 Control points with Sub-Foot Accuracy. GPS data file will contain similar to the following information for each point: Northing, Easting, Reference Survey Number, Observation Date, Observation Id, Township, Range, Section, Corner (< 1' accuracy, ddd – mm - 000 coordinate format, WGS84)

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

- Wasco County Surveyor will collect the control points.
- Lane County Information Services will perform the tax lot remapping.
- Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance.

8. Provide a project timeline with milestones or completion dates.

Control point collection and remapping of tax lots will begin in January 2019 with completion in December 2019.

9. Does this project have any partnerships? If yes, please identify them.

No.

10. Describe any innovations utilized by this project.

The results of this project are intended to utilize the ESRI Parcel Fabric technology to improve relative and positional accuracy of data maintained in the ORMAP ESRI data schema format. The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.

11. Detail Costs (who is paying for what).

Wasco County Assessor & GIS Staff - \$6000 (Wasco County)

Wasco County Surveyor - \$23,460 (Grant)

Lane County remapping - \$57,000 (Grant)

B. Quality Control

1. Who will be responsible for quality control (QC)?

Wasco County Surveyor

2. Will county cartography staff review the deliverables?

No. Deliverables will be reviewed by Lane County Information Services

3. Will there be a review by Department of Revenue's cartography staff?

If requested

4. Describe QC procedures.

Survey control points will meet County survey specifications for mapping. County staff will review each map provided by Lane County information services by visually inspecting the map. The new product will be compared to previous maps and inconsistencies will be investigated.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes. This is the 6th phase of a planned multi-year project.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	16,446	3,375	20.5%
Tax Maps	665	96	14.4%

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Lane County Information Services staff state many of the maps are “fairly close”. Therefore, the percent complete above is worst-case; other taxlots/index maps may meet technical specifications, there is just no way to tell.

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No. This is the sixth part of a planned multiyear project.

5. Is this project part of a multi-county effort? If so, please explain.

No.

6. Will the project cost be affected if it is not fully funding this cycle?

Possibly if labor costs increase so will the amounts requested in follow-on grants.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

GIS Framework Data License –signed 2005

GIS Cadastral Data Sharing License Agreement v1.3 – signed 2009

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 – signed 2016

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 (2017) – signed 2017

2. Identify any data restrictions or licensing issues.

There are no data restrictions or licenses required. Data is shared with other public agencies and funding partners at no cost and sold to all other parties.

E. Background Information

Any other information that you feel may help support the project.

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is forecast to take approximately 7 years depending on funding from ORMAP and our in-house capacity (see below).

The outline of our plan is to have the surveyors get one funding cycle "ahead" of Lane County information services in their collection of control points. Then any issues with the collection of additional control points will not hold up Lane County Information Services. In addition, the surveyors will have some capacity if there are a few additional points that need to be captured to help the current cycle of remapping.

The collection of the control points for this grant will complete township 4S 12E and 4S 11E Section 14 for Rock Creek Reservoir area to be remapped.

The Surveyor plans to collect all control points with urban accuracy (sub foot) regardless of their location in the county. Positional accuracy of less than that makes the final product of little value for the surveying community.

F. Other Issues - Please identify.

None.

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☐ Women
☐ Persons with Disabilities
☐ African-Americans
☐ Hispanics
☐ Asians or Pacific Islanders
☐ American Indians
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women
☐ Persons with Disabilities
☐ African-Americans
☐ Hispanics
☐ Asians or Pacific Islanders
☐ American Indians
☐ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this _____ day of September, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: _____

Printed Name: Nichole Biechler Title: Wasco County Human Resources Manager

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

Additional Forms

ORMAP Grant Application Addendum – Alternate Funding Request

Section I. County and Grant Information	
a. County:	b. Funding Cycle (Spring or Fall / Year):
c. Original Grant Request: \$	
Reduction percentage and award amount to be filled in by Department of Revenue	
d. Reduction Percentage:	e. Awarded Amount: \$
Please provide the following additional information to help us understand the impact of reductions in varying amounts to your original grant request if there are insufficient funds available funds to provide 100% funding. Please note at what point the reduction requested would make the project impossible to undertake.	
Section II. Reduction Options – Additional Information as Requested	
If you received a reduced grant amount how would it affect the following:	

1. What will your deliverables be with this reduction (that is, the number of tax lots, tax maps, or control points)?
2. How will this reduction affect your current methodology, if at all?
3. How will this reduction affect your county's remapping completion date?

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	503-586-8128 Fax: 503-945-8737 or.map@state.or.us

ORMAP Grant Application Addendum— Request for Additional Information

Complete only if requested by ORMAP Technical Group

Section IV. County and Grant Information	
a. County:	b. Funding Cycle:
	c. Fund Request \$
Section V. Project – Additional Information as Requested	
1.	
2.	
3.	
4.	

ORMAP Contract Modification Request

Date:

County:

Contract #:

Current Expiration Date:

Department of Revenue reviews contract modifications on a case-by-case basis. The department may deny a modification request if; the modification is outside the scope of the ORMAP project, deliverable modifications deviates from the original grant request, or the contract has already been modified.

Contract expiration extensions can only be up to 1 year in duration.

Please submit contract modifications to:

OR.MAP@state.or.us

Or

Philip McClellan
Property Tax Division
955 Center St. NE
PO Box 14380
Salem OR 97309-5075
Fax: (503) 945-8737

Please answer the following questions:

1. What will be the new contract expiration date?
2. Why do you require a contract modification?
3. Will this modification affect other outstanding ORMAP contracts? If so, explain.
4. Will the modification change the deliverables from the original contract? If so, please explain.

Signed

Date



Date:

Remit Payment to:

ORMAP Contract Number:

Total Invoiced Amount:

When submitting invoice for payment please include the updated invoice chart below along with the deliverable(s).

Thank you.

Contract Number:				
Deliverable Description	Total Grant Amount	Current Billing	Remaining Amount	Completed Items
Total				

Project Status (Brief description of project progress):

I confirm that all data included in this delivery is true and accurate.

Print Name and Title:

Sign:

Date:

Submit Invoice to:
or.map@state.or.us

-OR-

Philip McClellan
Oregon Department of Revenue
Property Tax Division
PO Box 14380
955 Center St. NE
Salem, OR 97309-5075
Fax: 503-945-8737

Appendix

Appendix A: Approved Hardware and GIS Software Purchase List

The following list shows the one-time cost allowances for the purchase of hardware and software products. Any cost incurred over the allotted amount is the responsibility of the county. If a county would like to purchase GIS software that is not on the approved list, they must submit their request for approval by the ORMAP Technical Committee.

You must meet **all** of the following criteria:

- Your software request does not exceed the per-license amounts listed.
- You do not request more than one software license.
- Your hardware request does not exceed the amount listed.
- You do not make more than one request for each type of equipment.

Software	
ESRI ArcGIS for Desktop- includes first year of maintenance	
Software	Allotment
Basic	\$1,500
Standard	\$7,000
Advanced	\$9,900
ArcSDE Workgroup	\$5,000
Intergraph GeoMedia- includes first year of maintenance	
Software	Allotment
GeoMedia	\$8,010
Parcel Manager	\$4,320
Transaction Manager	\$4,320
Hardware	
Equipment	Allotment
Plotter	\$5,400
Personal Computer	\$2,500
Server	\$5,000

Appendix B:

ORMAP - Related Statutes

Purpose:

- **ORS 306.135(1)** The Department of Revenue shall develop a base map system to facilitate and improve the administration of the ad valorem tax system.

Funding:

- **ORS 205.323 Additional fees for recording certain instruments; use of fees. (1)** In addition to and not in lieu of the fees charged and collected under ORS 205.320 and other fees, the following fees shall be charged and collected for the recording or filing of any instrument described in ORS 205.130:
(a) A fee of \$1, to be credited as provided in subsection (3) (a) of this section;

And . . .

(3) Have the amounts charged and collected under this section:
(a) The recording or filing fee charged and collected under subsection (1)(a) of this section shall be deposited and credited to the Oregon Land Information System Fund established under ORS 306.132;
- **ORS 306.132 Oregon Land Information System Fund (1)** The Oregon Land Information System Fund is created separate and distinct from the General Fund.

How to use the funds:

- **ORS 306.132(2)** Moneys in the Oregon Land Information System Fund are continuously appropriated to the Department of Revenue for the purpose of funding a base map system to be used in administering the ad valorem property tax system.

Advisory Committee:

- **ORS 306.135(2)** In developing the base map system, the department shall be advised by an advisory committee that is hereby created and that shall be known as the Oregon Land Information System Advisory Committee. The advisory committee shall advise the department concerning the administrative and public needs related to the development of the base map system.
- **ORS 306.135(3)** The advisory committee shall consist of individuals appointed to the committee by the Director of the Department of Revenue.

Appendix C:

ORMAP Policy Guidelines

Revised October 2013

The Department of Revenue administers the ORMAP Program within the following policy guidelines.

Policy Guidance: The ORMAP Advisory Committee provides policy advice on issues related to establishing the ORMAP vision, fund distribution, goal setting, priority setting, and overall direction of the program. The ORMAP Advisory Committee does not review individual grant proposals unless requested to do so by department staff or the ORMAP Technical Group in order to help the department address a policy issue. Final policy decisions are the responsibility of the Department of Revenue.

Funding Process:

- a. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants
- b. The department reviews grant applications sent to the department using the *Administrative Review Criteria* and *ORMAP Policies*. Counties are given the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all DOR criteria is not submitted to the technical committee for further review.
- c. Once the department receives the final deposit for the funding cycle, the large grant limit will be set. The department will apply an automatic modification to grants to match the 20% limit, if needed.
- d. The technical committee reviews grant applications that pass the *Administrative Review Criteria*. The committee applies the *Technical Review Criteria* at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP coordinator.
- e. The department using the Priority Scoring, awards points to grant applications that pass both the administrative and the technical committee review. The department will award full funding to grants at or below the 3% limit for small grants prior to using the weighted system. The balance of the fund will be available to the remaining grant applicants. Scoring is only required if the grant applications that pass the administrative and tech committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee at its second scheduled meeting reviews scoring. The technical committee will determine that the rule was applied correctly and that the resulting decisions on scoring were applied in an objective way. The technical committee will review any grant addendums and approve priority scoring at its second scheduled meeting.
- f. The department provides funding to as many counties as possible, ranking each grant application in point total order, with the higher scoring projects receiving preference, taking account of and applying (at the discretion of the department) budget reduction package information, until the funds available are largely depleted (allowing for a slight ending balance).
- g. The department will provide the full 20% grant limit to counties, which grant applications will complete the county's remapping, bringing 100% of the county's tax maps, to technical specifications.

The County: The "county" is defined as the group requesting funds from the ORMAP Project. Only members of county staff may request funds from ORMAP. The county assessor is responsible for all contracts awarded by ORMAP, whether or not the assessor's office is the county department requesting the funds.

Grants Request: Requests for ORMAP funds are made during the grant cycles specified by DOR, typically in the spring and in the fall. A county must complete an ORMAP Grant Application; Form No. 150-304-101-9.

The application is available upon request to the ORMAP Project Coordinator. The completed application must be submitted to the ORMAP Project Coordinator no later than the due date posted on the ORMAP website for that funding cycle.

ORMAP Technical Committee: The ORMAP Technical Committee is a voluntary group made up of representatives of the stakeholders of the base map system including state, local, federal, public, and private areas. Vendors are welcome to participate in a nonvoting, non-decision-making role. The group reviews all grant proposals before they are presented for approval to the Director of the Department of Revenue.

The committee uses the following criteria when reviewing proposals:

- Grants have a timeline that is realistic in relationship to the request.
- A grant clearly states the cost of the project and is it cost effective?
- Grants have measurable deliverables.
- Clearly describe how the project will help the county/region move forward to accomplishing the ORMAP goals.
- Counties adhere to the current Cadastral Data Exchange Standard.

ORMAP Tools Subcommittee: The department will set aside 3% of the available funds each cycle to fund subcommittee-approved projects. This fund will not exceed \$25,000. This fund will be separate from the funds available for remapping projects. The subcommittee determines the projects that are eligible for funding. They will assign a county to be responsible for the work. The group submits a grant request to ORMAP outlining the tools or enhancement. Participating counties are required to provide matching funds. The subcommittee will report to the Tech Group the progress of each project.

Once the project is completed, the subcommittee is responsible for any testing. When testing is complete, the Subcommittee Chair will notify the ORMAP Coordinator that the project is eligible for reimbursement from ORMAP.

ORMAP Goals: The ORMAP program will make decisions and set priorities that enhance the program's ability to fulfill the following goals:

Goal 1: ORMAP Goal 1 establishes that by April of 2002, Oregon will have a statewide, easily accessible, digital base map system that provides picture images of assessor maps and a limited amount of information via the ORMAP website. (Completed)

Goal 2: ORMAP Goal 2 establishes that by October of 2004, Oregon will have a statewide, digital tax map system that supports a limited number of GIS applications. (Completed)

Goal 3: ORMAP Goal 3 establishes that by October of 2006, Oregon will have a statewide, digital tax map system that supports the Assessment and Taxation (A&T) function and may be useful for a variety of additional GIS applications. Forty percent (40%) of county tax maps are produced meet [*ORMAP Technical Specifications*](#).

Goal 4: ORMAP Goal 4 establishes that by October of 2012, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public and private GIS applications. Seventy percent (70%) of county tax maps are produced meet ORMAP Technical Specifications.

Goal 5: ORMAP Goal 5 establishes that by October of 2014, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public and private GIS applications. Ninety percent (90%) of county tax maps are produced meet ORMAP Technical Specifications.

Goal 6: ORMAP Goal 6 establishes that by October of 2016, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public

and private GIS applications. All (100%) of county tax maps are produced meet ORMAP Technical Specifications.

Pilot Project: To ensure a quality deliverable, the completion of a successful pilot project is required before the approval of large grant requests or grants using a contractor new to the ORMAP process.

Hardware and Software Purchases: ORMAP grant funds may be used for hardware and software purchases for the counties to use for Assessment and Taxation functions. These purchases will be limited to equipment found on the approved ORMAP Equipment list and within the approved price range. These requests can be made at anytime as stated in OAR 150-306.132. Any hardware or software purchase is a one-time purchase, and all future maintenance and licensing becomes the responsibility of the county.

Business Plans: All counties are expected to develop and maintain an ORMAP Business Plan that outlines how and when the county will be completing work to move its cadastral data to ORMAP Technical Specifications. A business plan template has been developed for use by the counties. All grant proposals must show how they relate to the county's business plans.

Mapping Methodology: Projects should follow a mapping methodology similar to the mapping methodology set by department. A copy of this methodology is on the ORMAP website.

Work Completed: ORMAP will only pay for work completed during the one-year timeframe of the contract. DOR will not provided funding for work completed prior to the date on the signed contract or after the expiration date. All funding requests represent an estimated cost, and unused funds are reverted to ORMAP. In order to receive funds, a county submits an invoice with a detailed list of completed deliverables. The technical committee will review cost overruns before allocating new funds.

Partnerships: Where possible, ORMAP grant applications should be given a priority if the funds will be used to leverage other funds and resources from other county departments, government agencies, or private industries that use the cadastral data produced by ORMAP and the County. Internal county partnerships are those that involve funding/resources from program areas outside of regular county cadastral map development. Cadastral/mapping staff time, equipment and other overhead costs will not be considered partnerships. The ORMAP Coordinator will assist counties develop partnerships by identifying opportunities and developing materials that explain the benefits of partnerships.

Data Conversion: Data conversion requested in a grant application must be part of the county's plan for remapping and included in its ORMAP business plan. If a conversion is part of the remapping plan but the converted data may not meet ORMAP technical specifications, the technical committee will review the data conversion request. If the committee determines the proposed conversion benefits ORMAP goals, the county will be eligible to receive ORMAP funds for the conversion. If a county is already mapped to ORMAP technical specifications, converting existing digital data to a new data format may be considered maintenance.

Funding Personnel: ORMAP grant applications may be submitted to fund:

- overtime incurred by existing county personnel assigned to complete work on an approved mapping project,
- temporary employees hired by the county to complete project work, or
- regular status personnel hired to work on the project that is the subject of the grant application.

NOTE: The decision to use contractors, temporary employees, or regular status employees is at both the discretion and the peril (in the event of insufficient grant funding) of the county. Once the project that is the subject of the grant application is completed, ORMAP funding for staff will cease unless a grant request for another project is approved.

Large Grants: The Department will announce the projected available funds prior to the funding cycle. Large grants are grant requests over 20% of the available funds. If grant reductions are required, all grant requests in

excess of 20% of available funds are automatically reduced to the announced dollar amount before calculating and applying further reductions, if needed.

Example: The announced fund balance is \$400,000, and 20% of this is \$80,000. Grant requests for the funding cycle exceed the available funds and reductions are required.

“County A” has submitted its original grant for \$95,000. It is automatically reduced to \$80,000 (the 20% limit), scored and weighted using the funding criteria, and is then reduced by another 40%. The total awarded to County A is, \$48,000.

Small Grants: The Department will announce the projected fund balance prior to the funding cycle. Small grants are grants requesting 3%, or less, of the available funds. Counties requesting a “small grant” will receive full funding if it passes the funding criteria as defined by the department. These grants are awarded funds prior to grants that exceeded the 3% in the funding cycle, reducing the overall available dollars.

Example: The announced fund balance is \$400,000, and 3% of that is \$12,000. Grant requests for the funding cycle exceed the available funds and reductions are required.

“County B” has submitted its original grant for \$12,000. Since this grant did not exceed the 3% limit, ORMAP awards County B \$12,000.

Final Remapping Grant Application: If a county grant application brings the entire county to meeting ORMAP Goal 6 (100% of county tax maps meeting the technical specifications), it will receive a one-time full funding to the 20% funding limitation. If more than one county submits a final grant request, the technical group and advisory committee will review final grant applications for full funding.

Exception Areas: Exception Areas are areas within a county that the County’s Assessor has identified as having no current (or anticipated) business need or economic return to remap to ORMAP technical specifications at this time. The County must document these areas in the metadata; this will contain an explanation as to why the area does not meet the standards. As well as, fill in the appropriate codes in the attribute table following the [Oregon Cadastral Data Exchange Standard](#) (see [ORMAP Reliability Codes](#)).

Appendix D:

ORMAP Funding Criteria

Revised March 2014

Funding Process

1. Prior to the funding cycle the tools committee chair will report to the ORMAP coordinator the amount from the tools fund that can be released for general county grant requests.
2. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants.
3. Grant applications sent to the Department of Revenue will reviewed using the *Administrative Review Criteria* and *ORMAP Policies*. Counties have the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all of these criteria will not submitted to the technical committee for further review.
4. The technical committee reviews grant applications that pass the *Administrative Review Criteria*. The committee applies the *Technical Review Criteria* at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP coordinator.
5. Once the department receives the final deposit for the funding cycle, the large and small grant limits will be set. The department will apply an automatic modification to grants to match the 20% and 3% limits, if needed.
6. The department will use the *Priority Scoring* to score grants applications that pass both the administrative and the technical committee review. Scoring is only required if the grant applications that pass the administrative and tech committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee at its second scheduled meeting reviews scoring. The technical committee will determine that the department applied all the rules correctly and that the resulting decisions on scoring were applied in an objective way. The technical committee will review any grant addendums and approve priority scoring at its second scheduled meeting.
7. The department provides funding to as many counties as possible, ranking each grant application in point total order, with the higher scoring projects receiving preference, taking account of and applying (at the discretion of the department) budget reduction package information, until the funds available are largely depleted (allowing for a slight ending balance).

Review Criteria

Administrative Review

Each of these criteria is pass/fail. The county may make changes to the application if it does not meet the criteria, prior to it being posted for technical review.

1. **Maintain a current online ORMAP business plan and provide DOR with a status map of the county's ORMAP project phases.**

A countywide status map will be a map of the county showing all the townships and sections within the county showing all phase of the remapping process. This will include all completed and future phases.

2. Have no more than two outstanding ORMAP “single county” grants.

A county may only have two outstanding single county grants. A “single county” grant is a grant that has only one county named in the grant. If a county has two outstanding grants at the start of the funding cycle they may still apply for funding as long as at the time the current cycle’s grant becomes active they only have two grants. This means if a county has two outstanding grants, one of those grants must be completed or expire at the time the current cycle’s contract becomes active. A contract modification that includes a deadline extension may affect a county’s ability to receive future funding.

Grant applications that are part of the Production Tools Group are exempt from this review criteria, as are grants that include a partnership of more than one county.

3. Agree to share data with the Department for its internal uses.

Data outlined in the Cadastral Data Exchange Standard. **Does not** include ownership information; includes use of the data for the ORMAP website.

4. Propose a project directed at meeting one of ORMAP’s goals.

Does the proposed project assist the county in meeting one of the current goals of ORMAP?

5. Provide ORMAP, by February 1, with the most current calendar year’s countywide shape file, which meets the Cadastral Data Exchange Standard.

6. At the Department’s discretion, counties will provide a “reduction package” within the grant application outlining funding reductions of varying percentages.

To prioritize county needs and help the Department applies funding reductions, if needed.

7. Final Remapping Grant Application.

If a county grant application brings the entire county to meeting ORMAP Goal 6 (100% of county tax maps meeting the technical specifications), it will receive a one-time full funding to the 20% funding limitation. If more than one county submits a final grant request, the technical group and advisory committee will review final grant applications for full funding.

Technical Review

Each of these criteria is pass/fail. If the application does not meet the criteria, the county can make changes via an addendum following the technical committee’s first meeting and prior to the committee’s second meeting.

The grant application must:

1. Demonstrate a successful process.

A successful process is one that is cost effective and aligns with the ORMAP goals.

2. Have a completion timeframe not to exceed one year.

Projects that will last longer than one year must be broken into multi-year projects or phases and are reviewed each year.

3. Have a reasonable and measurable deliverable.

A reasonable and measurable deliverable is a deliverable that can be completed within the one-year timeframe using the methodology detailed in the grant application.

Priority Scoring

Scoring points for technical and policy ratings are added into a single score.

Technical Rating

County grant proposals that meet all of the ORMAP criteria are scored as follows:

1. County edge matching projects – maximum of 5 points

If the requested project will address edge matching of the tax lot layer with neighboring counties, it will receive a maximum of five points. The county must have agreements with the neighboring counties affected by the project. The scoring will be as follows:

Percent of project, in distance (miles), along a common boundary:

1% - 10%	=	1 point
11% - 20%	=	3 points
21+%	=	5 points

If the county boundary is completed, and the county can produce documentation that the neighboring counties agree to the boundary, the county will receive an automatic 3 points on all future grant applications. To qualify for these points the county must use the following procedures.

a. Counties Agree to Common County Tax Lot Boundary

Counties agree to a common county tax lot boundary for assessment purposes, remapping of tax lots, and tax lot maintenance. This boundary will be derived from the tax lot layer.

This agreement must identify the counties' data steward and provide their contact information. The data steward is the person in the county that is responsible for the maintenance of the county's tax lot layer.

b. Counties Exchange County Boundary Data

Counties will exchange digital tax lot boundary data with the other county involved in the agreement for internal review. Any discrepancies must be resolved or documented.

c. Counties agree to notify the other of any Boundary Changes

A county must notify the other county of any changes made to their cadastral data occurring along the county boundary and provide them with updated boundary data within 30 days of the change.

d. Counties submit county boundary data to Department of Revenue for review.

The county tax lot boundary data will be submitted to the Department of Revenue for an annual review of the county boundaries statewide. If the department finds any discrepancies with the data, it will notify the counties for their review and correction.

2. Ongoing projects – 2 points

The project is part of an ongoing, multi-phased project outlined in the county's online ORMAP business plan.

3. Completion of a low percentage of tax lots that meet the ORMAP Technical Specifications – maximum of 5 points

The percentage of completed tax lots are taken from the county's online ORMAP business plan. If the requesting county has a low percentage of its tax lots meeting the technical specifications, points are awarded as follows.

1% - 30%	=	5 points
31% - 70%	=	3 points
71% - 99%	=	1 point

Policy Rating

1. Multi-county efforts to encourage collaboration – 1 point

Projects that involve more than one county in the production of maps, collection of control, or sharing of resources is considered a multi-county effort. An example is remapping the county boundary where each county involved remaps a portion of the boundary and other counties use that data. Another example is one county developing a tool or process that can be used by other counties. In order to receive points, an agreement with the other counties is needed indicating that this tool or process will be implemented by the other counties.

2. Funding partnerships – 1 point

A funding partnership is an agreement with another agency or department within the county to provide cash or services to meet the goals of ORMAP. Services that are normally be provided by that agency, such as computer support from county IT services are not included.

3. Significantly greater costs if not funded in the current cycle – 3 pts

The county must document a significant saving to funding the project in the current cycle versus funding later or by spreading it out over multiple project phases.

4. Significant contribution of non-DOR resources to completing ORMAP Goal 6 – Maximum of 5 points

Comparison of the total amount of ORMAP funds expended divided by the number of tax lots that are currently in Goal 6 compliant tax maps. A county in the 75 percentile measured by the lowest cost per tax lot receives five points; a county in the 50 percentile receives 3 points; a county in the 25 percentile receives 1 point.

5. County has signed a statewide data sharing agreement to share their tax lot data – 2 points

This is in reference to the Department of Administrative Services (DAS) and the Cadastral Framework Team's (FIT) effort to share county tax lot data with state agencies for limited purposes. By signing this agreement a county would received \$1,000 annually in exchange for making their tax lot data available as part of a statewide tax lot shapefile.

6. Preference points for next funding cycle – 3 points

If a county voluntarily withdraws its grant request, “preference points” are awarded when the county resubmits the grant request. The grant request must be the same as the withdrawn grant. The department gives consideration for any reasonable increases in cost because of the delay in performing the work.

Wasco County ORMAP Status Map Fall 2018

Legend

Control Fall 2018

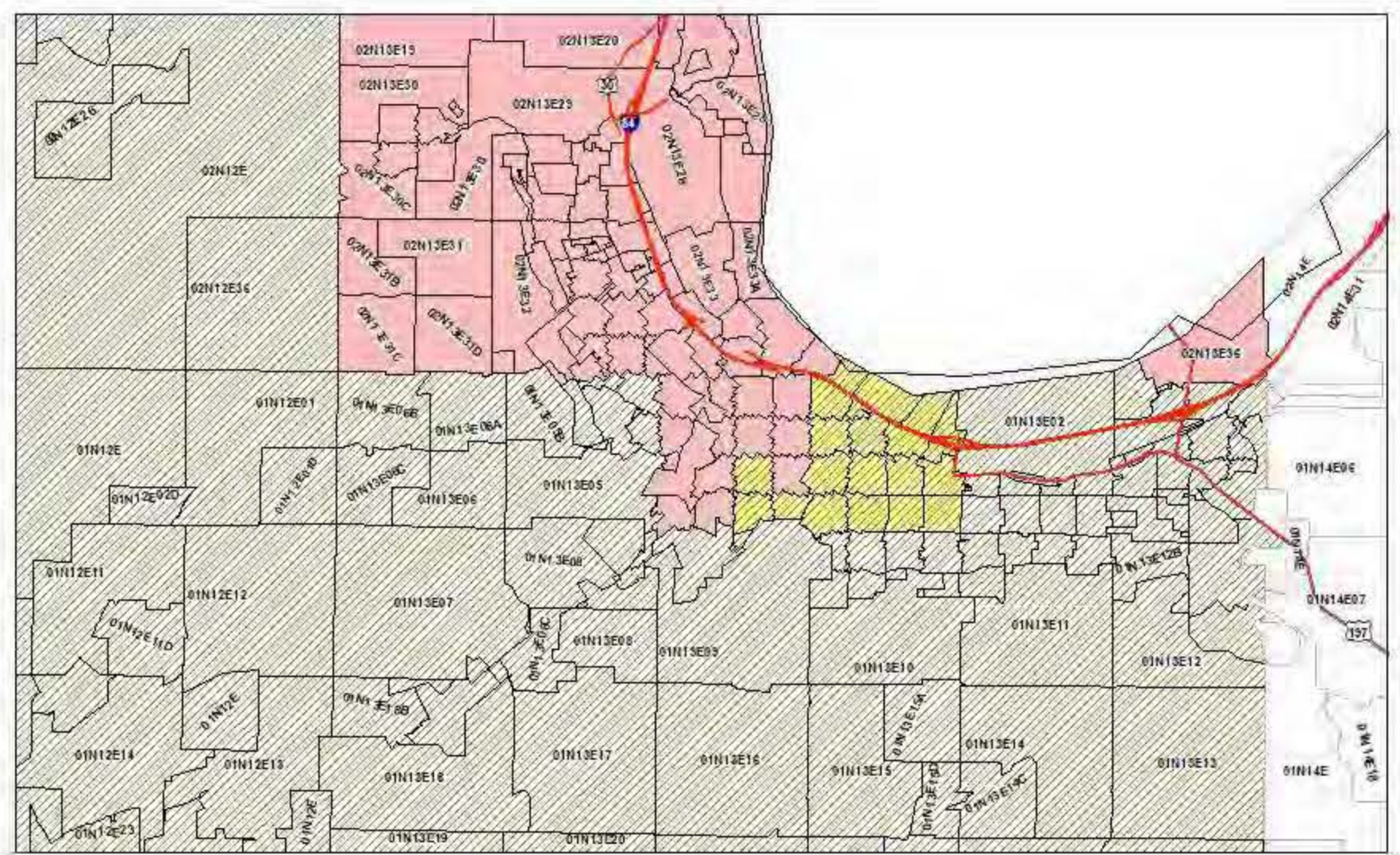
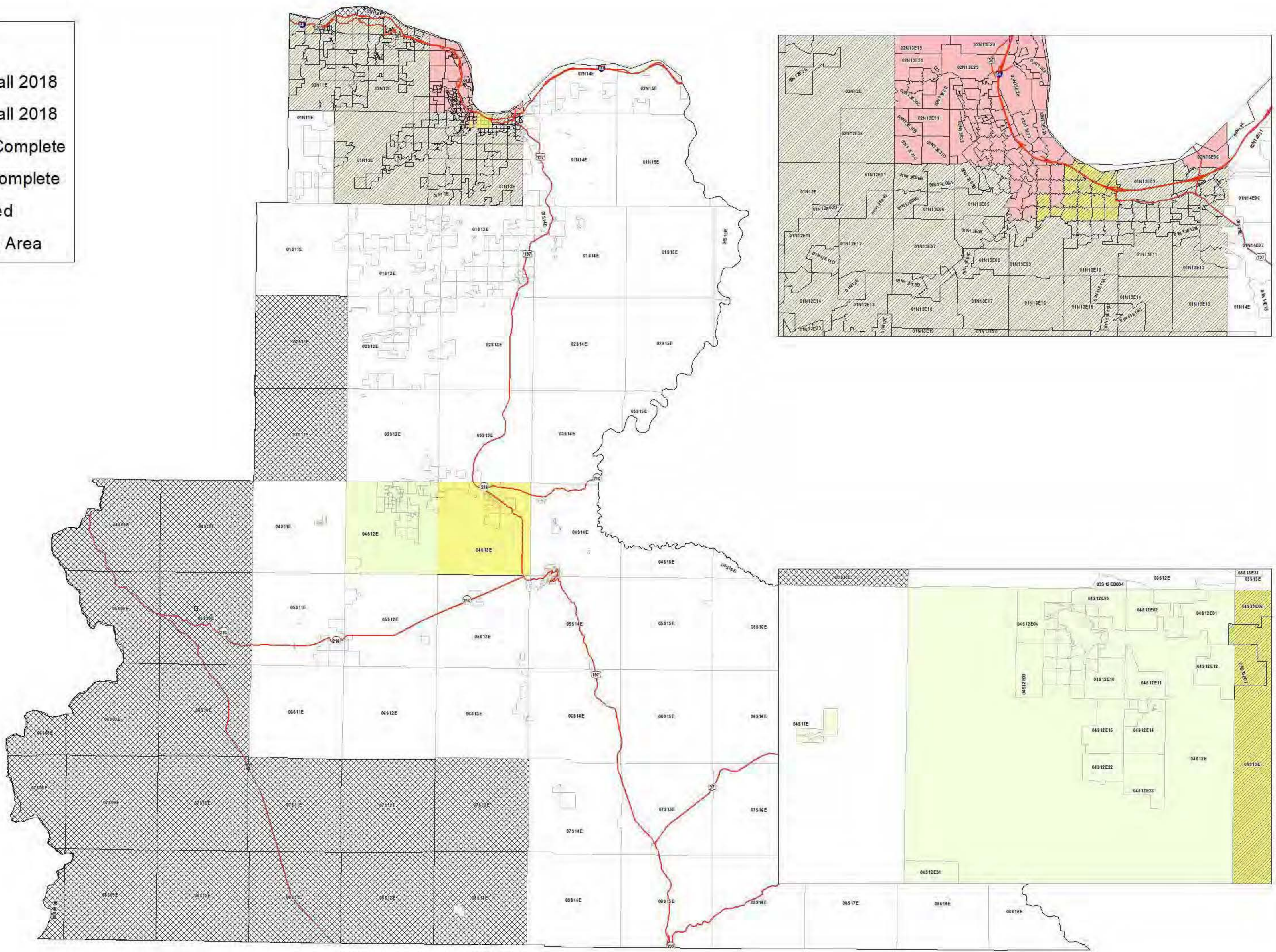
Remap Fall 2018

Re-map Complete

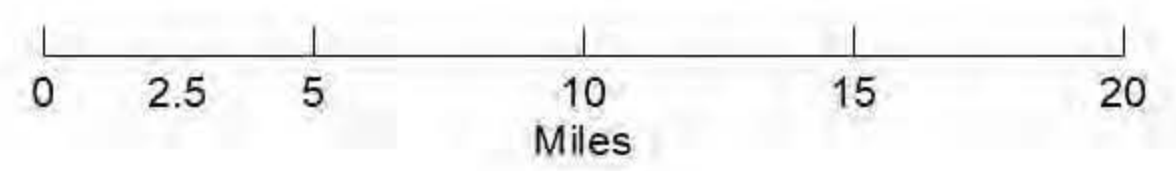
Control Complete

Not Started

Exception Area



Date: 3/20/2018



This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review, or consult the primary data and information sources to ascertain the usability of the information.





PROPOSED MOTION LANGUAGE

SUBJECT: Fall 2018 ORMAP APPLICATION

ORMAP APPLICATION: I move to approve the submission of the Fall 2018 ORMAP application.



DISCUSSION ITEM

Appointments

[LIBRARY SERVICE DISTRICT APPLICATION KRISTINA COLEMAN](#)

[LIBRARY BOD RECOMMENDATION](#)

[ORDER 18-038 APPOINTING TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS](#)

[MUSEUM COMMISSION APPLICATION – MICHAEL WACKER](#)

[MUSEUM COMMISSION RECOMMENDATION](#)

[ORDER 18-039 APPOINTING TO THE WASCO COUNTY/CITY OF THE DALLES FORT DALLES MUSEUM COMMISSION](#)

[MOTION LANGUAGE](#)

**APPLICATION FOR APPOINTMENT TO
WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS**

Name Kristina Coleman K
(First) (Last) (M.I.)

Address [REDACTED] [REDACTED] Duhr, OR 97021

Telephone No. [REDACTED] [REDACTED] [REDACTED]

Email Address [REDACTED] [REDACTED]

How long in County? 3 years (grew up in Wasco County)

What is the highest level of education you have attained? Bachelor's Degree

Current Employer Duhr School

Address 802 NE 5th St. Duhr OR 97021

Telephone Number [REDACTED] [REDACTED]

Briefly describe your job duties Preschool head teacher at Celilo Village
also substitute teacher for ~~ages~~ grades K-12

Briefly describe your employment history: Have been a stay at home
mom for 15 years. Began working for Duhr School
approximately 3 years ago.

State your reasons for applying for appointment to the position: I love the libraries in Wasco County. They are a valuable resource for our community and I hope to have a part in keeping them running and serving our communities in a meaningful way.

Why do you believe you are qualified for appointment to the position? With a Bachelor's degree in English and a literary emphasis, I have always loved libraries and books. I am also the mom of a large family and have a unique perspective on libraries and their importance to the families of our community.

What do you feel are the major concerns today facing the Library Service District?

I am hoping to learn more about this as I get further involved. But, I am concerned about the continued financial viability of our libraries.

Days available: Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ depends

Evenings available: Mon ☐ Tues ☒ Wed ☐ Thurs ☒ Fri ☒

R. D. Coleman
(Signature)

7/12/18
(Date)



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

library board application

3 messages

Rita Squires <rsquires@ci.the-dalles.or.us>

Thu, Aug 30, 2018 at 11:14 AM

To: "kathyw@co.wasco.or.us" <kathyw@co.wasco.or.us>

Attached is an application for a proposed library board member. This application was discussed, and approved, at the recent library board meeting.

Rita Squires

Library Assistant II

The Dalles-Wasco Public Library, 722 Court St, The Dalles, OR 97058

(541)296-2815

"Reading a really good book is like reading a part of the author's heart." (Kevin Frederick - my 9 year old son, after reading the last of the Indian in the Cupboard series)



Application for Library Service District Board of Directors.pdf

21K



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KRISTINA COLEMAN TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS

ORDER #18-038

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Library Service District Board of Directors due to the resignation of Margaret Brewer; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristina Coleman be and is hereby appointed to the Wasco County Library Service District Board of Directors to complete the term of Margaret Brewer; said term to expire on June 30, 2019.

DATED this 19th day of September, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



INFORMATION AND QUALIFICATION FORM

FORT DALLES MUSEUM COMMISSION

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

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

APPLICATION

Provide personal qualifications for this specific volunteer position.

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

Name: Michael Wacker

Address: [REDACTED] The Dalles, OR. 97058

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

E-mail address: [REDACTED]

Signature: Mike Wacker

Date: 7/30/18 Number of years as a Wasco County resident: 39

Your objectives/goals? Desired contributions and accomplishments? _____

Continue improvements at the Museum,
prioritize projects, work within
a budget.

FORT DALLS MUSEUM COMMISSION APPLICATION

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

High School Date(s): [REDACTED]
 University of Wisconsin Date(s): [REDACTED]
 Clackamas Comm. Coll. Date(s): [REDACTED]
 Cert. respiratory Ther Date(s): [REDACTED]

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

Volunteer Fort Dalles Mus Date(s): 2017-present
 Little League Board Date(s): 1987-1991
 SMART Reading Program Date(s): 2011 2006-2011
 Wasco County Citizens Date(s): 2007-2013
 for Human Dignity

General Comments/Additional Relevant Information

I look forward to joining
 Fort Dalles Museum Commission.

Send completed form to:

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



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

Fort Dalles appointee

Donna Lawrence [REDACTED]

Tue, Sep 11, 2018 at 5:01 PM

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

We did discuss him and he was at our last meeting. Everyone on the Commission were very welcoming. We don't have the minutes from that meeting. Our secretary has been ill.

Sent from my iPad

[Quoted text hidden]



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MICHAEL WACKER TO THE WASCO COUNTY/THE DALLES MUSEUM COMMISSION

ORDER #18-039

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County/The Dalles Museum Commission due to the resignation of Loyal Quackenbush; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Michael Wacker be and is hereby appointed to the Wasco County/The Dalles Museum Commission to complete the term of Loyal Quackenbush; said term to expire on December 31, 2018.

DATED this 19th day of September, 2018.

APPROVED AS TO FORM:

A blue ink signature of Kristen Campbell, County Counsel.

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

A blue ink signature of Steven D. Kramer, Commission Chair.

Steven D. Kramer, Commission Chair

A blue ink signature of Scott C. Hege, Vice-Chair.

Scott C. Hege, Vice-Chair

A blue ink signature of Rod L. Runyon, County Commissioner.

Rod L. Runyon, County Commissioner



PROPOSED MOTION LANGUAGE

SUBJECT: LIBRARY SERVICE DISTRICT AND MUSEUM COMMISSION APPOINTMENTS

LIBRARY APPOINTMENT: I move to approve Order 18-031 appointing Kristina Coleman to the Wasco County Library Service District Board of Directors.

MUSEUM APPOINTMENT: I move to approve Order 18-032 appointing Michael Wacker to the Wasco County/The Dalles Museum Commission.



DISCUSSION ITEM

MCCFL Documents

[STAFF MEMO](#)

[LINCOLN BUILDING TRUST DEED](#)

[WASCO COUNTY/IFA GRANT PROJECT C15007 CONTRACT AMENDMENT](#)

[BUDGET STATUS](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: MCCFL CDBG Documents

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 09.11.2018

BACKGROUND INFORMATION:

TRUST DEED

At the August 15, 2018 Session, the Wasco County Board of Commissioners approved and executed a Construction Aid Agreement, Promissory Note and Trust Deed to establish a loan from Wasco County to Mid-Columbia Center for Living to complete financing for the MCCFL Community Development Block Grant project – the construction of a Mental Health Clinic in The Dalles, Oregon. The trust deed executed at the 8.15.2018 session encumbers the property on which the clinic is being built. The promissory note executed on that date requires a second trust deed for MCCFL property known as the Lincoln Building, located in The Dalles. The Lincoln Building trust deed was not finalized in time for execution at the 8.15 session; it has since been completed and reviewed by the MCCFL Board and counsel as well as County Counsel and is presented here for your consideration.

AMENDMENT #5

Costs have increased for the construction of the MCCFL Mental Health Clinic which is the basis for the above mentioned loan from Wasco County. The additional funds are recognized in Amendment #5 to the original agreement between Wasco County and the Infrastructure Authority for Grant Project C15007.

	IFA Funds	Amendment #4 Other/Matching Funds	Amendment #5 Other/Matching Funds	Increase in Other/Matching Funds
Activity	Approved Budget	Approved Budget	Approved Budget	
Architecture	\$360,000	\$36,815	\$44,815	\$8,000
Construction	\$1,590,000	\$2,638,000	\$4,819,000	\$2,181,000
Construction Contingency	\$0	\$422,800	\$640,900	\$218,100
Grant Administration	\$20,000	\$0	\$0	\$0
Environmental Review	\$15,000	\$9,480	\$9,480	\$0
Labor Standards Compliance	\$15,000	\$0	\$0	\$0
Legal Fees	\$0	\$10,000	\$10,000	\$0
Furniture, Fixtures, Equipment, Telephone, Data	\$0	\$210,000	\$416,850	\$206,850
Permits, SDC, Independent Construction Inspection	\$0	\$197,170	\$197,170	\$0
Total	\$2,000,000	\$3,524,265	\$6,138,215	\$2,613,950

\$2,250,000 of the increased funds represent the loan made by Wasco County; the remaining \$363,950 will be cash contributions made by Mid-Columbia Center for Living.

MEMO

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

TRUST DEED

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

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

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

This TRUST DEED (this "Trust Deed") is made effective on the date of full execution as indicated below, by **Mid-Columbia Center for Living**, an Oregon intergovernmental agency ("**Grantor**") to **AMERITITLE** ("**Trustee**"), for the benefit of **WASCO COUNTY**, a political subdivision of the State of Oregon ("**Beneficiary**").

Recitals

A. Beneficiary has offered to make a loan to Grantor in the sum of Two Million Two Hundred Fifty Thousand and 00/100 (\$2,250,000.00) to be used for the construction of a building and related improvements on that certain real property of Grantor described as Lot 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon, subject to easements and encumbrances of record. The loan is evidenced by a Construction Aid Agreement between Beneficiary and Grantor, and a Promissory Note executed by Grantor in favor of Beneficiary. (The Promissory Note as modified, supplemented, extended, renewed, or replaced from time to time is referred to below as the "Note" or "Obligations".) The Note, if not sooner paid, is due and payable in full on the earlier of June 1, 2028, or the first anniversary of Grantor's failure to operate or maintain a community mental health facility on the real property described in this recital pursuant to Paragraph 1 of the Note.

B. As a condition to the making of the loan to Grantor, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed. This Trust Deed is in addition to both first and second position trust deeds in favor of Beneficiary encumbering the real property of Grantor described in Recital A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the real property located in Wasco County, Oregon, and more particularly described in Exhibit A attached to this Trust Deed and incorporated in it (the "Property" or the "Trust Property").

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS that if all the Obligations are paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed will be reconveyed.

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

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1

PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR

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

(1) The payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note, whether such payment and performance is now due or becomes due in the future; and

(2) The payment and performance of all covenants and obligations in this Trust Deed, in the other Loan Documents, and in all other security agreements, notes, agreements, and undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary relating to the Obligations.

1.2 Payment of Indebtedness and Performance of Covenants. Grantor will duly and punctually pay and perform all the Obligations.

1.3 Property. Grantor warrants that it holds good and merchantable title to the Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except for those specifically listed in Exhibit B and matters of public record. Grantor covenants that it will forever defend Beneficiary's and Trustee's rights under this Trust Deed against the adverse claims and demands of all persons.

1.4 Compliance with Laws. Grantor further represents, warrants, and covenants that:

(1) The Property, if developed, has been developed, and all improvements, if any, have been constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments (collectively, "Laws"), and all private covenants, conditions, easements, and restrictions affecting the Property (collectively, "Covenants"); and

(2) Grantor will cause the Property and its operations on the Property to comply at all times hereafter, in all material respects, with all applicable Laws and Covenants.

1.5 Maintenance and Improvements. Grantor will not permit all or any part of the improvements to be removed, demolished, or materially altered without Beneficiary's prior written consent, except for those improvements that become obsolete in the usual conduct of business on the Property and as long as the removal or material alteration of the obsolete Improvements does not materially detract from the operation of Grantor's business and as long as all obsolete improvements that are demolished or removed are promptly replaced with improvements of like value and quality.

1.6 Liens. Grantor will pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Grantor will not create or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance on the Trust Property prior to, on a parity with, or subordinate to the lien of this Trust Deed.

1.7 Impositions.

(1) Grantor will pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Trust Property (including without limitation levies or charges resulting from Covenants), or on the lien or estate of Beneficiary or Trustee (collectively, the "Impositions"). But if by law any Imposition may be paid in installments, whether or not interest will accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as they become due, before any fine, penalty, interest, or cost attaches.

(2) Grantor may, at its expense and after prior notice to Beneficiary, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence the amount, validity, or application, in whole or in part, of any Imposition or lien on the Trust Property or any claim of any laborer, materialman, supplier, or vendor or lienholder, and may withhold payment pending completion of the proceedings if permitted by law, provided

that (a) the proceedings will suspend enforcement against the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Grantor pays the amount or satisfies the condition being contested, and Grantor would have the opportunity to do so if Grantor failed to prevail in the contest; (c) neither Beneficiary nor Trustee will, by virtue of the permitted contest, be exposed to any risk of liability for which Grantor has not furnished additional security as provided in clause (d) below; and (d) Grantor furnishes to Beneficiary cash, corporate surety bond, or other additional security in respect of the claim being contested or the loss or damage that may result from Grantor's failure to prevail in the contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Grantor will promptly satisfy any final judgment.

(3) Grantor will furnish to Beneficiary, promptly on request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.8 Insurance.

(1) *Property and Other Insurance.* Grantor will obtain and maintain in full force and effect during the term of this Trust Deed: commercial general liability insurance, with limits, coverages, and risks insured acceptable to Beneficiary, and in no event less than \$500,000 combined single-limit coverage.

(2) *Insurance Companies and Policies.* All insurance must (a) be written by a company or companies reasonably acceptable to Beneficiary with a rating of A-, VIII, or better as provided in *Best's Key Rating Guide—Property/Casualty*; (b) contain a long-form mortgagee clause in favor of Beneficiary with loss proceeds under any policy payable to Beneficiary, subject to the terms of this Trust Deed; (c) require 30 days' prior written notice to Beneficiary of cancellation or reduction in coverage; (d) contain waivers of subrogation and endorsements that no act or negligence of Grantor or any occupant, and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policy, will affect the validity or enforceability of the insurance as against Beneficiary; (e) be in full force and effect on the date of this Trust Deed; and (f) be accompanied by proof of premiums paid for the current policy period. Beneficiary must be named as an additional insured on all liability policies. Grantor will forward to Beneficiary, on request, certificates executed by the insurer or its agent evidencing the coverages required under this Trust Deed and copies of all policies. If a blanket policy is issued, a certified copy of the policy must be furnished together with a certificate indicating that the Trust Property and Beneficiary are insured under that policy in the proper designated amount.

(3) *Assignments of Policies on Foreclosure.* In the event of foreclosure of the lien of this Trust Deed or other transfer of title, or assignment of the Trust Property in whole or in part, all right, title, and interest of Grantor in and to all policies of insurance procured under section 1.8 will inure to the benefit of and pass to the successors in interest of Grantor or the purchaser or grantee of all or any part of the Trust Property.

(4) *Notice and Proof of Loss.* After the occurrence of any casualty to the Property, whether or not required to be insured against as provided in this Trust Deed, Grantor will give prompt written notice of the casualty to Beneficiary, specifically describing the nature and cause of the casualty and the extent of the damage to or destruction of the Trust Property. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(5) *Restoration and Use of Proceeds.* Grantor assigns to Beneficiary all insurance proceeds that Grantor may be entitled to receive with respect to any casualty. Beneficiary may, at its sole option, apply the insurance proceeds to the reduction of the Obligations in any order that Beneficiary may determine, whether or not the Obligations are then due, or allow all or any portion of the insurance proceeds to be applied by Grantor to the cost of restoring and rebuilding the portion of the Trust Property that was damaged or destroyed. If Beneficiary elects to apply the insurance proceeds to rebuilding and restoration, Beneficiary will be entitled to hold the proceeds, and the proceeds will be released only on the terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of construction liens. No proceeds will be released if Grantor is in default under this Trust Deed.

1.9 Actions to Protect Trust Property; Reserves.

(1) If Grantor fails to obtain the insurance required by section 1.8, fails to make the payments required by section 1.7 (other than payments that Grantor is contesting in accordance with section 1.7(2)), or fails to perform or observe any of its other covenants or agreements under this Trust Deed, Beneficiary may, without obligation to do so, obtain or pay them or take other action that it deems appropriate to remedy the failure. All sums, including reasonable attorney fees, so expended or expended to maintain the lien or estate of this Trust Deed or its

priority, or to protect or enforce any of Beneficiary's rights, or to recover any indebtedness secured by this Trust Deed, will be a lien on the Trust Property, will be secured by this Trust Deed, and will be paid by Grantor on demand, together with interest at the rate provided in the Note. No payment or other action by Beneficiary under this section will impair any other right or remedy available to Beneficiary or constitute a waiver of any default. The following notice is provided in accordance with ORS 746.201(1):

WARNING:

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by the Note, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Trust Property becomes damaged, the coverage that Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date on which Grantor's prior coverage lapsed or the date on which Grantor failed to provide proof of coverage.

The coverage that Beneficiary purchases may be considerably more expensive than insurance that Grantor can obtain on its own and may not satisfy any need for property-damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(2) If Grantor fails to promptly perform any of its Obligations under section 1.7 or 1.8 of this Trust Deed, Beneficiary may require Grantor thereafter to pay and maintain with Beneficiary reserves for payment of the Obligations. In that event, Grantor will pay to Beneficiary each month a sum estimated by Beneficiary to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions and/or insurance premiums. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantor will pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds, and Beneficiary will not be required to pay interest to Grantor on those reserves. Beneficiary will not hold the reserve in trust for Grantor, and Beneficiary will not be the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

1.10 Condemnation.

(1) If any part of or interest in the Trust Property is taken or damaged by reason of any public-improvement, eminent-domain, or condemnation proceeding, or in any similar manner (a "Condemnation"), or if Grantor receives any notice or other information regarding such an action, Grantor will give immediate notice of the action to Beneficiary.

(2) Beneficiary will be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the Obligations, and will be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with the Condemnation. If the Trust Property is taken in its entirety by Condemnation, all Obligations secured by this Trust Deed, at Beneficiary's election, will become immediately due and collectible.

(3) Beneficiary may, at its sole option, apply the Condemnation Proceeds to the reduction of the Obligations in any order that Beneficiary may determine, or allow all or any portion of the Condemnation Proceeds to be applied by Grantor to the cost of restoring the remaining Trust Property. If Beneficiary elects to apply the Condemnation Proceeds to restoration, the proceeds will be held by Beneficiary and will be released only on any terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of liens. No Condemnation Proceeds will be released if Grantor is in default under this Trust Deed. Any Condemnation Proceeds remaining after restoration of the Improvements will be applied to reduce the Obligations in the order that Beneficiary determines.

ARTICLE 2

EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. Each of the following events constitutes an event of default under this Trust Deed:

(1) *Nonpayment.* Grantor's failure to pay any of the Obligations on or before the due date or to comply with any other terms and conditions of this Trust Deed; and

(2) *Transfer; Due-on-Sale; Due-on-Encumbrance.* Any sale, gift, conveyance, contract for conveyance, transfer, assignment, mortgage, encumbrance, pledge, or grant of a security interest in all or any part of the Trust Property, or any interest in it, voluntarily,

involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent. The occurrence at any time of any sale, conveyance, assignment, or other transfer of, or the grant of a pledge of or security interest in, any equity or other beneficial interest in Grantor, including without limitation any shares of capital stock, limited liability membership interest, or partnership interest in Grantor, is a Transfer under this subsection (2). The provisions of this subsection (2) apply to each and every Transfer, regardless of whether or not Beneficiary has consented to or waived its rights in connection with any previous Transfer. Beneficiary may attach any conditions to its consent under this subsection (2) that Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate on the Note or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

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 and payable.

(2) *Receiver.* Beneficiary may have a receiver appointed for the Trust Property. Beneficiary is entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary does not disqualify a person from serving as a receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.

(3) *Possession.* Beneficiary may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control the Trust Property as Beneficiary deems appropriate in its sole discretion. Upon request after an event of default, Grantor will peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.

(4) *Rents.* Beneficiary may revoke Grantor's license to collect the Rents, and may, either itself or through a receiver, collect the Rents. Beneficiary will not be deemed to be in possession of the Property solely by reason of its exercise of the rights contained in this subsection (4). If Beneficiary collects the Rents under this subsection, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment of the Rents in the name of Grantor and to negotiate those instruments and collect their proceeds. After payment of all Obligations, any remaining amounts will be paid to Grantor and this power will terminate.

(5) *Power of Sale.* Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Trust Deed by advertisement and sale under the Oregon Trust Deed Act.

(6) *Foreclosure.* Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and awarding Beneficiary a judgment lien in the amount of any deficiency remaining under the Obligations after sale of the Trust Property by the county sheriff and application of the sale proceeds to the expenses of sale and the Obligations.

(7) *Fixtures and Personal Property.* With respect to any Improvements and other personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under Oregon's version of the Uniform Commercial Code.

(8) *Abandonment.* Beneficiary may abandon all or any portion of the Trust Property by written notice to Grantor.

2.3 Sale. In any sale under this Trust Deed or in accordance with any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in any order that Beneficiary may choose, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshaling of assets. Trustee will convey the Trust Property to the purchaser at such a sale, and the purchaser will take title to the Trust Property or the part of it so sold, free and clear of Grantor's estate, the purchaser being hereby discharged from all liability to see to the application of the purchase money. The recitals in the deed from Trustee will be conclusive in favor of a purchaser for value in good faith relying on them. Any person, including Beneficiary and its officers, agents, and employees, may purchase at such a sale, other than the Trustee.

2.4 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy does not preclude the exercise of any other remedy. An election by Beneficiary to cure under section 1.9 does 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 impairs the full exercise of that or any other right or remedy or constitute a waiver of the default.

2.5 Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under section 2.2 will be applied as follows:

(1) *Costs and Expenses.* To pay all costs of exercising the rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in section 3.7 below.

(2) *Indebtedness.* To pay all Obligations, in any order that Beneficiary may determine in its sole discretion.

(3) *Surplus.* The surplus, if any, remaining after satisfaction of all the Obligations to pay the clerk of the court in the case of a judicial foreclosure proceeding, and otherwise to pay the person or persons legally entitled to the surplus.

2.6 Deficiency. No sale or other disposition of all or any part of the Trust Property under section 2.2(6) may be deemed to relieve Grantor of any of the Obligations, except to the extent that the proceeds are applied to the payment of the Obligations. If the proceeds of a sale, a collection, or other realization of or on the Trust Property are insufficient to cover the costs and expenses of the realization and the payment in full of the Obligations, Grantor will remain liable for any deficiency to the fullest extent permitted by law.

ARTICLE 3 GENERAL PROVISIONS

3.1 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor 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 payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals of any facts will be conclusive proof of their truthfulness.

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 defend and indemnify Beneficiary and Trustee and their respective directors, officers, employees, agents, and attorneys and hold them harmless from and against 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 is not required to defend and indemnify Beneficiary and Trustee and hold them harmless for their own [gross] negligence, willful misconduct, or acts in violation of applicable law.

3.7 Expenses and Attorney Fees. If Beneficiary refers any of the Obligations to an attorney 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 Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, or probate proceedings, or in connection with any state or federal tax lien), and Beneficiary employs an attorney to appear in such an action, suit, or proceeding, or to reclaim, sequester, protect, preserve, or enforce Beneficiary's interests, or to seek relief from a judicial or statutory stay, then in such an event Grantor must pay reasonable

[illegible]

This instrument was acknowledged before me on Sept. 19, 2018, by Steven D. Kramer as Chair of the Wasco County Board of Commissioners on behalf of Wasco County.

Notary Public for Oregon
My commission expires: _____

REVIEWED BY:
KRISTEN CAMPBELL, COUNTY COUNSEL
FOR WASCO COUNTY, OREGON

By: Kristen A. Campbell

EXHIBIT A

A portion of the Southwesterly 116.00 feet of Lots 1, 2 and 3, Block 5, TREVITT'S ADDITION TO THE CITY OF THE DALLES, in City of The Dalles, County of Wasco and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of Block 5, TREVITT'S ADDITION; thence North $55^{\circ} 59' 00''$ West along the Southwesterly line of said block 89.00 feet; thence North $34^{\circ} 03' 45''$ East, a distance of 66.72 feet; thence North $22^{\circ} 59' 31''$ East, 50.19 feet; thence South $55^{\circ} 59' 00''$ East, parallel with and 116.00 feet North Easterly when measured perpendicular to the Southwesterly line of said block 100.33 feet to the Southeasterly line of said block; thence South $34^{\circ} 54' 00''$ West along said Southeasterly line 116.00 feet to the point of beginning.

EXHIBIT "B"

1. 3 foot Sidewalk Easement as disclosed by Property Line Adjustment Plat recorded June 23, 1999 as Microfilm No. 99-3315.
2. 10 foot Easement for Ingress and Egress, including the terms and provisions thereof, as disclosed by Property Line Adjustment Plat:
Recorded : JUNE 23, 1999
Fee No. : 99-3315 WASCO COUNTY RECORDS

AND

As described in Warranty Deed, including the terms and provisions thereof:

- | | |
|----------|--|
| Grantor | : TENNESON ENGINEERING CORPORATION |
| Grantee | : MARK A. LINEBARGER and TRACY J. LINEBARGER |
| Dated | : NOVEMBER 8, 1999 |
| Recorded | : MARCH 1, 2000 |
| Fee No. | : 2000-0883 WASCO COUNTY RECORDS |
3. Sewer Line Easement, including the terms and provisions thereof, as disclosed by Warranty Deed:
Grantor : TENNESON ENGINEERING CORPORATION
Grantee : MARK A. LINEBARGER and TRACY J. LINEBARGER
Dated : NOVEMBER 8, 1999
Recorded : MARCH 1, 2000
Fee No. : 2000-0883 WASCO COUNTY RECORDS

Amendment Number 5

Project Name: Mid-Columbia Center for Living Mental Health Clinic

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“IFA”), and Wasco County (“Recipient”), and amends the Grant Contract between Recipient and IFA, Project Number C15007, dated 14 January 2016, (as amended, “Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the amount of other / matching funds due to higher-than-expected second-round construction bids.

The parties agree to: Delete Exhibit F (Project Budget) and replace it with the following new Exhibit F:

EXHIBIT F - PROJECT BUDGET

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Architecture	\$360,000	\$44,815
Construction	1,590,000	4,819,000
Construction Contingency	0	640,900
Grant Administration	20,000	0
Environmental Review	15,000	9,480
Labor Standards Compliance	15,000	0
Legal Fees	0	10,000
Furniture, Fixtures, Equipment, Telephone, Data	0	416,850
Permits, SDC, Independent Construction Inspection	0	197,170
Total	\$2,000,000	\$6,138,215

IFA will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to IFA the following items, each in form and substance satisfactory to IFA and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as IFA may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-798-5076



WASCO COUNTY

511 Washington Street
The Dalles OR 97058-2237
Phone 541-506-2520

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Steven D. Kramer, Commission Chair

Date: _____


Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

OBDD Disbursement Request				Amendment Number 5
	Recipient:	Wasco County	Project Number:	C15007 327-26
	Project Name:	Mid-Columbia Center for Living Mental Health Clinic	Request Number:	
	Funding Programs:	Oregon Community Development Block Grant	Final Draw?	<input type="radio"/> Yes <input type="radio"/> No
Reporting Period:		to	OBDD Reference:	IDIS # 17245

	OBDD Funds (Enter Whole Dollars Only)				Other / Matching Funds (Enter Whole Dollars Only)				All Funds
(A)	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Activity	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Architecture	\$360,000	\$306,034		\$53,966	\$44,815	\$36,815		\$8,000	\$342,849
Construction	1,590,000			1,590,000	4,819,000	634,616		4,184,384	634,616
Construction Contingency					640,900			640,900	
Grant Administration 17268	20,000	10,000		10,000					10,000
Environmental Review	15,000	15,000			9,480	9,421		59	24,421
Labor Standards Compliance	15,000			15,000					
Legal Fees					10,000	1,653		8,347	1,653
Furniture, Fixtures, Equipment, Telephone, Data					416,850			416,850	
Permits, SDC, Independent Const. Inspection					197,170	120,370		76,800	120,370
Total	\$2,000,000	\$331,034		\$1,668,966	\$6,138,215	\$802,875		\$5,335,340	\$1,133,909

Certification: We certify that the data are correct and that the amount requested is not in excess of current needs.	
Finance Director	
Authorized Signature & Title	Date
Authorized Signature & Title	Date
Mike Middleton, Finance Manager	541-506-2773
Project Contact for Payment Notification	Phone Number
mikem@co.wasco.or.us, jacque@mcadd.org	
E-Mail Address	

For OBDD Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.			
Dollar Amount	Funding Type	Funding Program	
	Loan / Grant / Forgivable	(If more than one source of funds)	
\$ _____	_____	_____	
\$ _____	_____	_____	
\$ _____	_____	_____	
\$ _____	_____	_____	
Contract Administrator Signature	Date	Manager Signature	Date



PROPOSED MOTION LANGUAGE

SUBJECT: MID-COLUMBIA CENTER FOR LIVING CONSTRUCTION PROJECT DOCUMENTS

AMENDMENT #5: I move to approve Amendment #5 to the grant Contract between Wasco County and the Oregon Infrastructure Finance Authority for Project #C15007.

TRUST DEED: I move to approve the Trust Deed from Mid-Columbia Center for Living to Wasco County as additional security for a \$2,250,000 to be used for the construction of a Mental Health Clinic.



DISCUSSION ITEM

Request Letter

[LETTER FROM LINDA BRADLEY](#)

[NEWSPAPER ARTICLE](#)

[MAP – HWY 26 BETWEEN MILE MARKER 64 AND 66](#)

[PROPOSED RESPONSE](#)

Fax Cover Sheet

Date: 9-7-18 Number of Pages: 3 (including cover page)

TO:

FROM:

Name: Wasco County Commissioners Name: Linda L. Bradley

Company: Board of County Comm. Company: _____

Phone: 541-506-2520 Phone: [REDACTED]

Fax: 541-506-2551 Fax: _____

E-mail LindaBradley@Bendcable.com

Comments:

Thank you for your consideration in honoring
my children

Linda L. Bradley

[REDACTED]

September 6, 2018

Wasco County Commissioners
Board of County Commissioners
511 Washington Street, Ste 101
The Dales, OR 97058

SUBJ: Request for Improvements on Highway 26: Between Milepost 64 and 66

Dear Wasco County Commissioners,

This letter is to request that improvements be made on Highway 26: between Milepost 64 and 66.

Background:

My daughter, Delldre Lynne Mackey, 48, of Lake Oswego, and her daughter, my granddaughter, Grace Irena Misztal, 12 years young, were in a horrific accidental traffic death—that claimed both their lives-- on December 25, 2017. The accident occurred at 3:30 pm on a beautiful, sunny day.

As they approached milepost 65 on Highway 26 and began the descent towards Warm Springs, their car hit a patch of black ice and lost traction. Their car swerved into the oncoming lane, and they were hit and killed by an oncoming car. It was Christmas Day, a holiday, and the roads were heavy with traffic.

My daughter was an excellent driver, and I'm sure she was just following along with the flow of traffic. She lived in Lake Oswego, and had travelled to Bend many times, but almost always came by the Santiam route. She wasn't used to the stretch of road between Milepost 64 and 66.

Milepost 64 and 66:

This stretch of road narrows and is bordered by many trees near the roadway. Black ice sometimes forms even if the rest of the road is snowy or even clear.

Request:

I would like the State of Oregon, Oregon Department of Transportation, and the U.S. Forest Service to look at this area between Milepost 64 and 66 and consider:

1. Installing warning signs and flashers to bring attention to the dangerous conditions.
2. Remove the roadside trees which cause this section of the highway to be shaded.
3. Any other alternatives that would make this stretch of road safer.

We have many new people moving to our state who aren't aware of the dangers in driving over the mountains in the Winter. Three weeks before my girls' deaths, a woman from Redmond was driving to Portland with her nine year old son, and she was involved in a fatal accident, losing her son. That accident happened at Milepost 65.

ODOT Crash Summary History:

In the past ten years, there have been:

1. 36 Total Crashes
2. 5 or more People Killed
3. 41 People Injured
4. 30 Off-road Incidents

Source: Oregon Department of Transportation – Transportation Development Division, Crash Summaries US 26 Warm Springs Highway MP 64.00 to MP 66, January 1, 2007 to December 31, 2016.

The loss of my daughter and granddaughter has been nearly unbearable. If I can save one life with this letter, it may take away some of my pain. I have talked to many people since my children's deaths, and they have all told me how dangerous that strip of road is.

Please, I ask you, as a bereaved mother, grandmother, and citizen of this state to make an effort to correct this horrendous problem. Your assistance and cooperation in this matter is appreciated.

With respect and in remembrance of my children,

Linda L. Bradley

Linda L. Bradley

[REDACTED]
[REDACTED]

Newsmakers

Reporters Clara Howell, Gary M. Stein and Sam Stites contributed to this month's Newsmakers.

GONE TOO SOON: Mourners gathered at Our Lady of the Lake Catholic Parish in early January to say goodbye to a Lake Oswego woman and her 12-year-old daughter who were killed on Christmas Day in a terrible crash on snowy Highway 26 in Wasco County.

Deirdre Lynne Mackey, 48, and her daughter, Lake Oswego Junior High sixth-grader Grace Misztal, were remembered by family and friends as "angels on earth who embraced love to the fullest extent and filled every day with celebration."

People of all ages sat solemnly at the memorial, including Misztal's classmates and friends, family members, community members and members of their church family at Our Lady of the Lake, where Mackey and Misztal attended services for many years.

Father John Kerns led the service with a theme of trusting in God and healing through Him. He spoke directly to Misztal's friends and the many other children in the pews.

"As an adult, I am so sorry that you have to grow up faster than we would ever want you to," he said. "You will always carry her in your hearts through the memories you have of her."

Kerns said that if this tragedy were to befall anyone else, Mackey would be the first person to step in and help. "She had a heart for service, and I am inspired by her," he said.

Mackey's sister, Jasper Lotus Hawkins, said the women were on their way to Bend to share Christmas with their family when the accident occurred.

"Deirdre and Grace shined brightly in their lives with joy and love and made this world a more beautiful place for all who knew them," Hawkins said. "We cannot imagine the world without them in it."

The family asked that in lieu of flowers, donations be made to Oregon Bravo Youth Orchestras and the Zoological Wildlife Conservation Center. Mackey's sister told The Review that Grace was inspired by sloths and had celebrated a recent birthday feeding the animals with her mom.

"The outpouring of love from their many friends and beloveds is a comfort now, and we are grateful so many lives were enriched by the love of Deirdre and Grace during their time on

Earth," Hawkins said. "Thank you all for the love you gave them in return. They sincerely loved their lives and treasured friends, and would want us to do the same."



PHOTO COURTESY OF JASPER LOTUS HAWKINS

Deirdre Lynne Mackey and her daughter Grace Misztal in a recent photo posted by their family to Facebook. "Our family is grieving and desperate to feel the warmth they wrapped around us," Mackey's sister, Jasper Lotus Hawkins, wrote.

Christmas Day crash

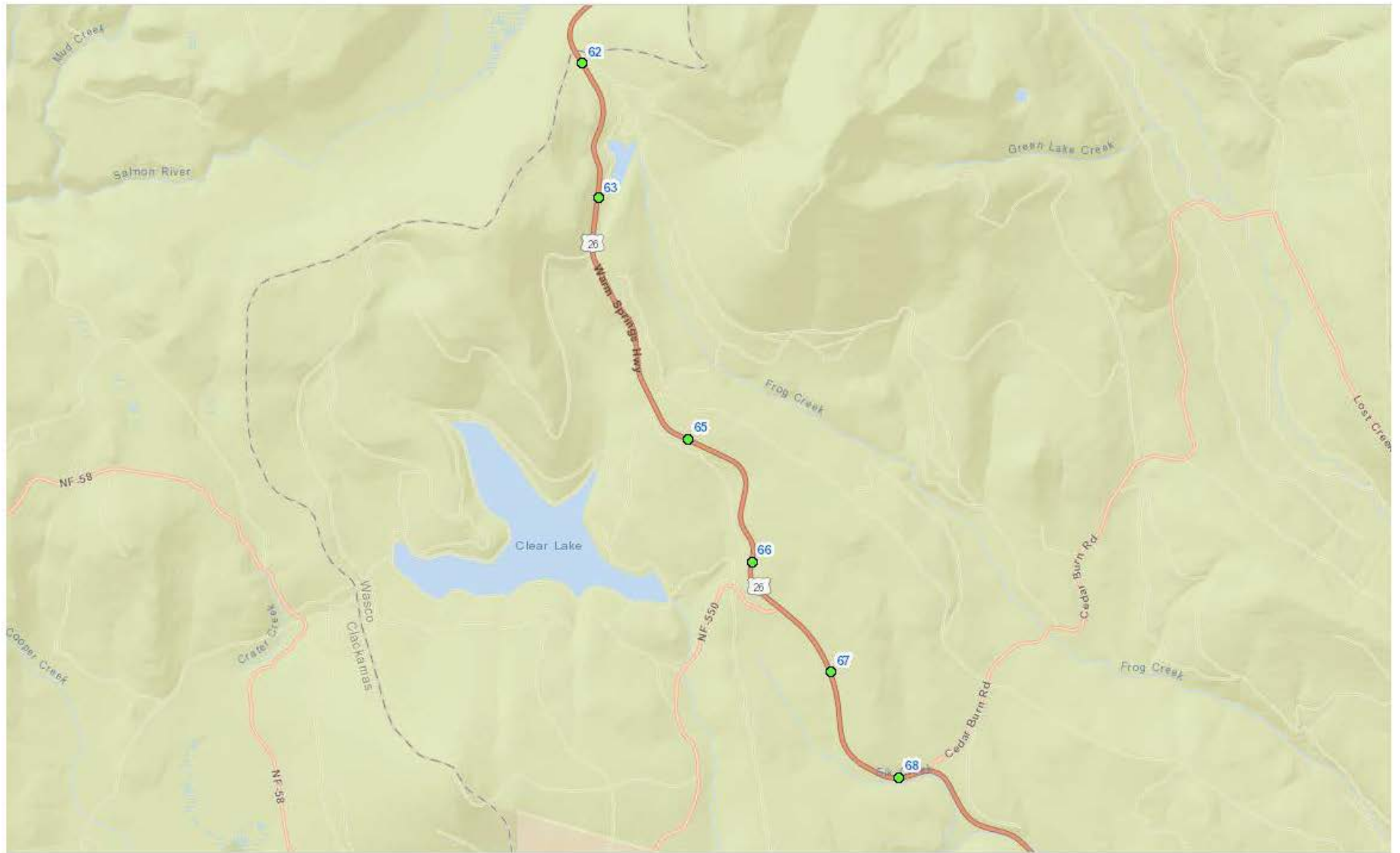
AFT-Oregon staff member Deirdre Mackey and her daughter were killed Christmas Day in a car crash on Highway 26 in Wasco County. Mackey, a resident of Lake Oswego, was driving eastbound when her Nissan Versa lost traction and crossed into the path of an oncoming Subaru Out-



Deirdre Mackey

back. Deirdre, 48, and her daughter, Grace, 12, died at the scene. Two people in the Subaru were taken to a Portland hospital for treatment of injuries not considered life-threatening. Highway 26 was closed or limited to one lane for more than 10 hours. Investigators believe driving too fast for the wintry conditions was a factor in the crash. Mackey was a program coordinator and financial specialist at American Federation of Teachers-Oregon. She also was a volunteer for Labor's

Hwy 26, Milepost 62-68





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Pioneering pathways to prosperity.

Linda L. Bradley
[REDACTED]
[REDACTED]

September 19, 2018

Dear Ms. Bradley-

Please accept our condolences on the unimaginable loss of your beloved daughter and granddaughter. You are to be commended for your efforts direct your energy toward preventing others from having to face such a loss.

While Wasco County does not have jurisdiction over state highways, including Highway 26, we are concerned for the safety of all those who live, visit or pass through our County. Your simple and straightforward solutions can be complicated by the fact that this section of Highway 26 is located in the Mount Hood National Forest; the U.S. Forest Service will need to be involved in any changes that involve the removal of trees.

We believe your request deserves serious consideration and will be privileged to add our voice to yours to ask that ODOT and the U.S. Forest Service give it that attention.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



DISCUSSION ITEM

Oregon Vietnam Memorial

[INTRODUCTORY EMAIL](#)

[VISION STATEMENT](#)

[CONCEPT & DESIGN](#)

[ARTIST'S RENDITION](#)

[FAQS](#)

[ENDORSEMENTS](#)

[WASCO COUNTY ENDORSEMENT](#)

From: <vietnamwarmem@aol.com>

Date: September 10, 2018 at 12:26:03 PM PDT

To: rodr@co.wasco.or.us

Subject: Please endorse the Vietnam War Memorial on the Oregon State Capitol Grounds Project

Commissioner Runyon,

It was good to meet you today. Below is the email that was sent to the Wasco County Board of Commissioners on August 1st.

Sincerely,

Steve Bates

President

Vietnam War Memorial Fund

503-663-6271

From: vietnamwarmem@aol.com

To: RodR@co.wasco.or.us, stevek@co.wasco.or.us, ScottH@co.wasco.or.us,
KathyW@co.wasco.or.us

Sent: 8/1/2018 11:45:24 AM Pacific Standard Time

Subject: Please endorse the Vietnam War Memorial on the Oregon State Capitol Grounds Project

-

Vietnam War Memorial Fund

P O Box 1448

Boring, Oregon 97009

-

503-663-6271

VietnamWarMem@aol.com

www.VietnamWarMemorialFund.org

"Let Us Honor Our Warriors and Remember the Fallen"

Dear Commissioners,

We are a group of Oregon residents committed to establishing a Vietnam War Memorial on the Oregon State Capitol Grounds.

In our Capitol City of Salem, there are monuments and memorials that honor the Oregonians who served in the Civil War, Spanish-American War, World War I, World War II, Korean War and Afghan-Iraqi Wars. There is NOT a statewide Vietnam War Memorial that honors all Oregonians who served and died.

It is time we correct this oversight. We need a memorial that will honor all who served and remember the Gold Star Families of Oregon.

710 Oregon warriors died in Vietnam. 4 Oregon families lost two sons. There were Oregonians who were Prisoners of War and Missing In Action.

It is forecast that we are losing 8 Oregon Vietnam Veterans per day. We cannot wait any longer. A Vietnam War Memorial is needed quickly.

Will you join us? Will you join Senator James I. Manning, Representative Brad Witt, Commissioner Paul Savas, the Deschutes and Clackamas County Boards of County Commissioners by lending your name to this worthy project with an endorsement? Attached, please find a copy of the Clackamas County Board's endorsement. We are also soliciting individual endorsements.

For more information, please go to our website: www.vietnamwarmemorialfund.org

Feel free to call me if you have any questions. I will gladly meet with you if that is your wish.

Sincerely yours,

Steve Bates, President



Clackamas County Endorsement.pdf

540K

Our Vision: A Vietnam War Memorial on the Oregon State Capitol Grounds

The era of the Vietnam War was a tumultuous period.

Almost 3 million United States Military personnel served in Vietnam over time.

58,318 died there.

710 Oregonians were among the Killed In Action.

Four Oregon families lost two sons in Vietnam.

There were military personnel Missing in Action.

There were Prisoners of War.

Most of the Vietnam Warriors who came back to the U.S. were never welcomed home. Many were spit upon, ridiculed and attacked for honoring the call of their nation.

For these reasons and many more, we wish to honor all who served during the Vietnam Era. Especially, those who served in Vietnam. In addition, we wish to memorialize those who gave their life, forfeiting their American Dream so that we can live ours.

It is appropriate that this memorial be placed on the grounds of the Oregon State Capitol. This will enable our state residents to understand the struggles of the Vietnam Veterans and perpetuate the history and the memory of the Vietnam War for generations to come.

Concepts and Design

Preliminary plans for the Vietnam War Memorial on the Oregon State Capitol Grounds are shown on this page. Our Steering Committee meets regularly to review concepts and designs for the various elements of the memorial. The elements and their attributes are represented by the stations listed below.

1. **Memorial Monument

The Memorial Stone will include names of all Oregonians who died in Vietnam listed by Home of Record. The memorial stone will also include a salute to all Branches of the Military.

2. Double Gold Star Family Station (Brothers Benches)

Four Benches honoring the Oregon Vietnam Double Gold Star Families who lost two Sons in Vietnam: Rowden, Wright, Evans and Johnson.

3. MIA - POW Station

One side discusses Missing In Action and the other Prisoners Of War This monument will list the Oregonian MIA's and POW's.

4. Nurses Station

A statue or sculpture of a Nurse attending to the wounded.

5. Contaminating Agents and Infectious Exposures Station

A two sided vertical stone slab - 3 ft. wide x 8 ft. tall. One side discusses the Agent Orange issue and other Infecting Agents experienced by Vietnam Veterans; The other side will honor all who came home and died from these exposures.

6. Honor Station – Water Feature

A statue or sculpture of a Vietnam Warrior coupled with a bio-swale which could grow Vietnam native grasses/vegetation (Low maintenance design).

7. Welcome Home Station – Returning Home

A statue or sculpture depicting the struggles of the returning warriors.

8. Meeting & Gathering Station

A 20 ft. x 20 ft. area for gatherings and discussions. This is to be an area conducive to Vietnam Veterans sharing their experiences. Plans will include electrical outlets for a Public Address system.

9. **Persian Gulf War Memorial

Stone Listing the six Oregonians who died in the Persian Gulf War.

10. **Gold Star Families Memorial Monument

A 21 ft. circle designed and installed by Hershel "Woody" Williams Foundation.

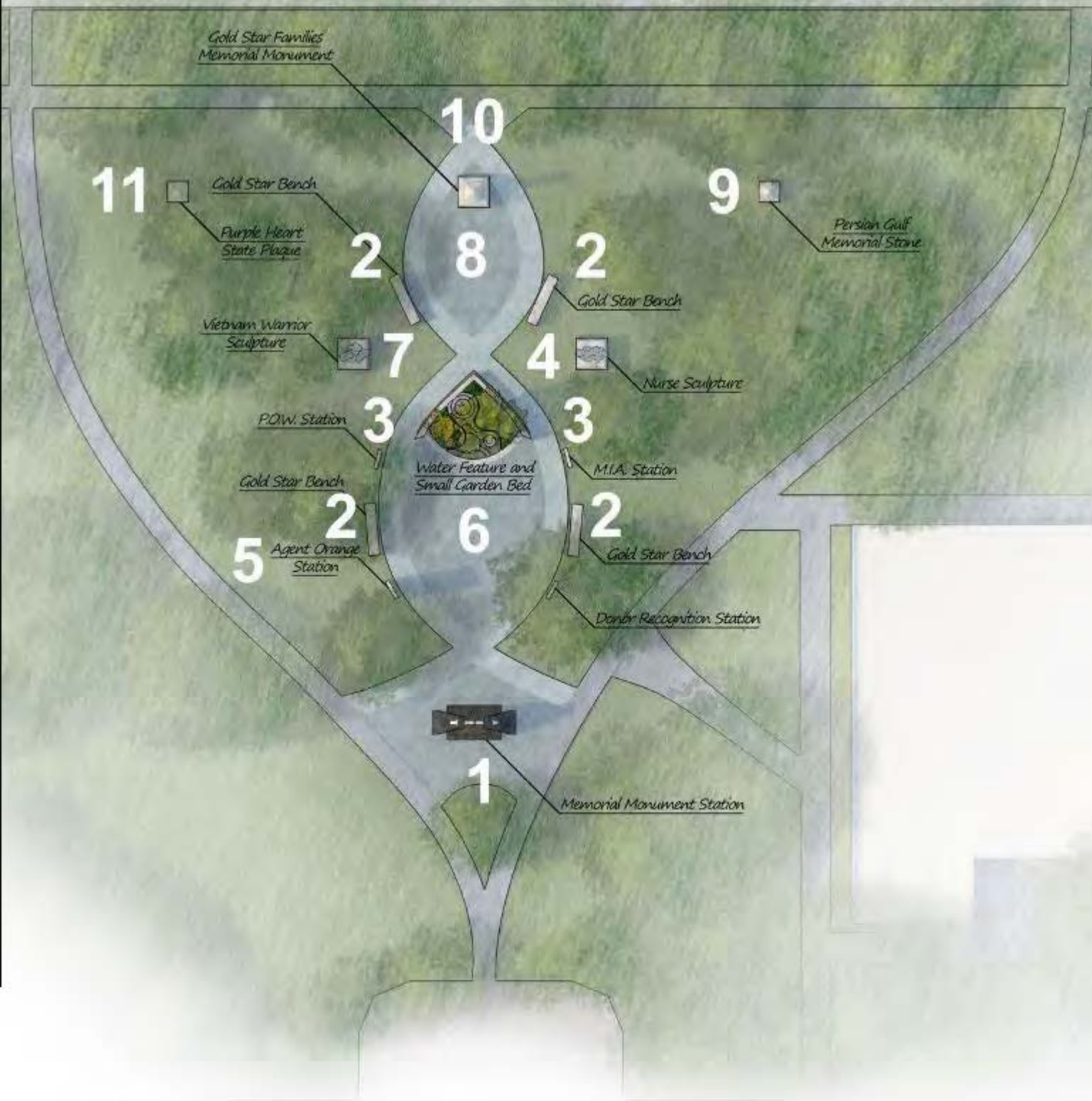
11. **Purple Heart State Plaque

A 2 ft. wide by 4 ft. deep monument stone bearing a plaque honoring all Purple Heart Recipients from Oregon.

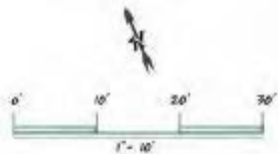
12. Virtual Vietnam War History and Memorial Interpretation

In The Cloud Videos available on cell phones as visitors tour the Memorial.

** Denotes that design is completed



VIETNAM WAR MEMORIAL OREGON STATE CAPITAL



This is an Artist's Rendering of Our Vision:



FAQ's

Frequently Asked Questions about the Vietnam War Memorial on the Oregon State Capitol Grounds

How much will it cost?

We currently are estimating the cost at 1.5 million dollars. Our Steering Committee will be reviewing the concepts and designs of the Memorial and is tasked with identifying the final costing.

Where will it be located?

The location of the Vietnam War Memorial on the Oregon State Capitol Grounds will be in the northeast sector, west of the maintenance building and directly north of the Circuit Rider monument.

When will it be built?

We hope to have this Memorial completed by Veterans Day, 2020. This is conditional upon receiving the needed funding.

I am from a different state. Who is this Vietnam Memorial to honor?

We intend for this Memorial to honor all who served in Vietnam and all who served during the Vietnam Era. The Memorial Stone will honor those from Oregon who died.

Whose names will be on the Memorial Stone in the Vietnam War Memorial on the Oregon State Capitol Grounds?

The Memorial Stone will list the names of the Oregonians who died in Vietnam. The list to be used is provided by the Department of Defense based upon the Home of Record.

Can family or friends request that a name of a military member killed in Vietnam be included on the Memorial Stone who has a Home of Record outside of Oregon?

Yes. Any such request must include evidence that the subject military member attended High School in Oregon before joining the Military. The Vietnam War Memorial Fund Steering Committee will review each request for compliance of this stipulation. If approved by the Steering Committee, that name will appear on the Memorial Stone with a marking to designate a Home of Record outside of Oregon.

Endorsements

We have been honored with the following endorsements:

Organizations

- [Vietnam Veterans of America, Oregon State Council](#)
- [Vietnam Veterans of America Chapter 392 - Portland](#)
- [Hershel "Woody" Williams Medal of Honor Foundation](#)
- Vietnam Veterans of America Chapter 411 - Newport
- Veterans of Foreign Wars Post 732 - Siletz
- [Bend Heroes Foundation](#)
- Disabled American Veterans Chapter 6 - Salem
- [Boring, Oregon Foundation](#)
- [National League of POW/MIA Families](#)
- [Boring Community Planning Organization](#)
- [Board of County Commissioners, Clackamas County](#)
- [Veterans of Foreign Wars of the United States-Department of Oregon](#)
- American Legion Post #7 - Silverton
- [Board of County Commissioners, Deschutes County](#)
- [Harney County Court](#)
- [Lincoln County Board of Commissioners](#)
- [Jackson County Board of Commissioners](#)
- [Curry County Board of Commissioners](#)
- [Columbia County Board of Commissioners](#)
- [Yamhill County Board of Commissioners](#)
- [Coos County Board of Commissioners](#)
- [Oregon Coast Military Museum](#)
- [Jefferson County Board of Commissioners](#)
- [Military Officers Association of America, Willamette Chapter](#)
- [Polk County Board of Commissioners](#)
- [Benton County Board of Commissioners](#)

Individuals

- Senator James I. Manning, Oregon Senate District 7
- Representative Bill Kennemer and Cherie Kennemer
- Medal of Honor Recipient, Hershel "Woody" Williams
- Tony Molina, Tribal Veterans Representative for Confederated Tribes of the Siletz Indians of Oregon
- Medal of Honor Recipient, Robert D. "Bob" Maxwell
- Representative Jeffrey A. Helfrich, Oregon House District 52
- Representative E. Werner Reschke, Oregon House District 56
- Mayor Lori Chavez-DeRemer, City of Happy Valley
- Representative Deborah Boone, Oregon House District 32
- Senator Lee Beyer, Oregon Senate District 6
- Representative Julie Parrish, Oregon House District 37
- Commissioner Paul Savas, Clackamas County
- Representative Brad Witt, Oregon House District 31
- Representative Mike Nearman, Oregon House District 23
- Mayor Bill King, City of Sandy
- Senator Chuck Riley, Oregon Senate District 15
- Representative Jeff Barker, Oregon House District 28
- Representative David Gomberg, Oregon House District 10
- Senator Alan Olsen, Oregon Senate District 20
- Representative Gary Leif, Oregon House District 2
- Representative Carla Piluso, Oregon House District 50
- Representative Karin Power, Oregon House District 41
- Representative Shari Malstrom, Oregon House District 27
- Tom Ellis, President, Happy Valley City Council



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September 19, 2018

To Whom It May Concern

Even before statehood, Oregonians organized to protect citizens in times of war. Since the 1840's more than 5,800 men and women from Oregon have given their lives in defense of their nation. Our state's capitol honors the sacrifices of our sons and daughters with memorials dedicated to those lost in all wars in which the United States was engaged, save one – the Vietnam War.

Unlike other conflicts, those who served in Vietnam returned home not to parades and but to distrust and anger – their sacrifice and suffering largely ignored for decades. The absence of a Vietnam Memorial in Salem sends the message that we still do not recognize those sacrifices.

The Wasco County Board of Commissioners endorses the efforts of the Vietnam War Memorial Fund to establish a Oregon Vietnam Memorial in Salem to honor Oregonians who served our country in Vietnam.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



CONSENT AGENDA

[MINUTES: 8.15.2018 REGULAR SESSION](#)
[9.11.2018 DUFUR TOWN HALL](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 15, 2018

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

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

Discussion List – Retirement

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

Public Comment – Building Codes Funds

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

Discussion List – Fort Dalles Museum Commission Bylaws Revisions

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

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

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

Discussion Item – Publication of Legal Notices

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

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

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

Discussion List – STIF/STF Appointments

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

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

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

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

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

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

Discussion List – MCEDD/SWPRD Agreements

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

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

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

Consent Agenda – 8.1.208 Minutes/STIF Appointments

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

Agenda Item – Historic Landmarks Commission

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

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

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

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

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

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

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He explained that although he has included the reconciliations, scheduling conflicts have delayed review by the County Administrative Officer

and County Treasurer.

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

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

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

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

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

SHERIFF'S REPORT

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

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

Mr. Stone noted that we had previously placed Title III funds in a line item where

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 15, 2018
PAGE 6

they were allowed to accumulate in case of a costly search and rescue event; now that the system has changed, he is concerned about depleting that fund. Sheriff Magill responded that Title III has stopped from the federal side but may start up again.

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

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

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

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

GRANT MODIFICATION

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

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

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

VEHICLE PURCHASE

Sheriff Magill reviewed the four vehicle bids included in the Board Packet. He said based on that information, he is recommending Ray Schulten's Motors – they

are local and provide ongoing maintenance on the vehicles. He noted that although they are not the lowest bidder, the extra \$130 is easily recovered in the savings gained by not having to dispatch deputies to retrieve the vehicles from Portland.

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

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

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

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

Agenda Item – MCCFL Construction Aid

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

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

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

[[[Vice-Chair Hege moved to approve the Promissory Note in the amount of two-million-two-hundred-fifty-thousand dollars pursuant to the

Construction Aid Agreement between Wasco County and Mid-Columbia Center for Living. Commissioner Runyon seconded the motion which passed unanimously.}}

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

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

The session reconvened at 10:15 a.m.

Agenda Item – Building Codes Management
--

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

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

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

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

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

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

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

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

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

Agenda Item – NORCOR Bylaws and Costs

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

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

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

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

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

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

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

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

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

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

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

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

The group briefly discussed the executive committee which would be eliminated with the revised bylaws. Mr. Stone commented that he believes the administration is trying to eliminate further oversight. He said that the audit recommended a much more diverse committee. He stated that he is not sure the

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 15, 2018
PAGE 12

NORCOR Board has taken up the recommendations that came out of the audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Summary of Actions

MOTIONS

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

and Mid-Columbia Center for Living.

CONSENSUS

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

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
DUFUR TOWN HALL
SEPTEMBER 11, 2018

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

At 6:0 p.m. Chair Kramer opened the Town Hall Meeting.

Chair Kramer and Vice-Chair Hege introduced themselves and reviewed their activities. They explained that their goal at this meeting is to listen to citizens' concerns. Vice-Chair Hege stated that he is particularly interested in feedback regarding County roads, Building Codes and citizen views on the future of Dufur. He added that Public Health is looking for two Wasco County representatives to serve on their board. He stated that the Fair Board in conjunction with MCEDD is looking at how Hunt Park can be best utilized.

Citizen: Dufur has empty store fronts. She wondered if better broadband would help attract businesses and if so, how can that happen.

Vice- Chair Hege noted that Dufur already has fiber to the home which is the best type but he has heard complaints regarding service in Dufur. He pointed out that the Maupin Fiber Project has cost nearly \$1 million to build but Dufur already has the fiber infrastructure. Chair Kramer stated that Dufur School is talking to LSN. Vice-Chair Hege suggested that it could be something that the QLife Board could discuss. He said that the potential for business is not guaranteed with expanded broadband but it would be difficult to attract businesses without it.

Citizen: We also need water/sewer improvements which the community is working toward.

Vice-Chair Hege encouraged Dufur to work with the Port to help identify

potential businesses.

Maupin City Councilor Sue Knapp said that she found her recent interaction with Building Codes to be confusing.

A local general contractor reported that the new Building Codes office has been okay although staffing has been an issue. He said that the using the website to schedule an inspection is frustrating and cannot be done from a mobile device – the process can take 45 minutes. He said that inspections do happen more quickly now. As far as plan reviews, he reported that it has gone from a 2-3 week turn-around to an 8 week turn-around.

Vice-Chair Hege responded that because of the temporary status of State management of the local Building Codes program, it has been difficult to attract and retain staff. He said that he is hoping that some of the plan reviews can be done locally. He said he would look into it further. He added that he anticipates a decision will be made soon regarding the permanent management of the program; that should help stabilize staffing.

One citizen expressed appreciation to the Board for coming into the communities to hold town halls, saying that the current representative has declined to do so. Vice-Chair Hege replied that the Board is happy to be here; often the regular meetings, held on Wednesday mornings, are difficult for people to attend. He added that all the Commissioners' contact information is on the County website.

Dufur Mayor Merle Keys stated that infrastructure is difficult to manage and expensive to maintain. He said that it will be painful but the City is working toward that; it is the only way we can grow. He reported that the sewer system upgrades will cost approximately \$4.8 million with the water upgrades adding approximately \$2 million to that figure. He added that they are upgrading the wells which will cost \$350,000.

Further discussion ensued regarding the types of businesses Dufur would like to attract with breweries and tasting rooms among those named. Vice-Chair Hege pointed out that Xena Etched Graphics in Maupin has been successful and requires very little in the way of infrastructure; that is a business model that could work in Dufur.

Chair Kramer noted that Dufur recently approved the Enterprise Zone and there is already a business looking at that.

WASCO COUNTY BOARD OF COMMISSIONERS
DUFUR TOWN HALL
SEPTEMBER 11, 2018
PAGE 3

Further discussion ensued regarding the formal visioning for Dufur. One citizen noted that a vision and strategic plan will help bring things together. He observed that the community is going out for a bond to upgrade the school; if we grow the population it would require a new bond. A strategic plan would help inform decisions such as the bond issue.

Further discussion ensued regarding funding for infrastructure and the length of time to complete those projects. One citizen stated he would like to build a 35-50 unit subdivision but cannot do that without the infrastructure.

Vice-Chair Hege asked how the experience with the Planning Department has been. Mayor Keyes replied that they have been excellent.

Vice-Chair Hege asked Ms. Knapp if there is anything to report in Maupin. Ms. Knapp replied that they just had a ground-breaking for a new library/city hall/civic center and should start construction next month.

Chair Kramer and Vice-Chair Hege thanked everyone for coming. They noted that there are others who can help advocate for local initiatives – Representative Bonham, Representative Greg Smith, Senator Hansell and Representative Cliff Bentz.

Chair Kramer closed the Town Hall at 6:55 p.m.

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Fair Report

[STAFF MEMO](#)



511 Washington St., Ste. 207 • The Dalles, OR 97058
p: [541] 506-2770 • f: [541] 506-2771 • www.co.wasco.or.us

Pioneering pathways to prosperity.

9/12/2018

To: Board of County Commissioners

CC: Tyler Stone, County Administrator
County Fair Board

From: Mike Middleton – Finance Director

Re: Review of 2018 County Fair

The 2018 Wasco County Fair has been completed and has several positive factors to review. Additionally, there are some areas for improvement to continue growing the positives the Fair is experiencing.

Positives for the 2018 Fair:

- Admissions (Gate) revenue is up \$2,648 – 10.4% increase
- Commercial/Vendor Booths revenue is up \$1,303 – 21.8% increase
- Overall, the Fair Revenue is up \$3,483 from last year's Fair – 4.75% increase overall while expenses dropped \$2,561 – 4.0%

These numbers are not final as there is always some following transactions relating to commercial booths, invoices received and other timing issues. However, this is consistent year to year and valid for comparison.

The Commercial/Vendor Booth revenue increasing \$1,303 is actually a sign of significant growth. While some booths have a flat fee – most of the revenue comes from the 5% of sales paid by vendors. The \$1,303 translates to an additional \$26K in sales for vendors.

The areas for improvement from my point of view all revolve around admissions. Traffic is backed up on the road as admission is charged at the parking entrance. Parking is not well defined leading to some difficulties. There are many admissions that are not paid.

I have had discussions with Public Works and Art is very willing to assist in setting out some traffic cones to help define the parking area – this will relieve some of the difficulties.

Admission should be charged at the gates in the fence. This will minimize the backup on the road and in conjunction with defining the parking area will decrease the congestion.

The flow of individuals from the camping area to the Fair results in lost admissions. Each camping spot includes 1 admission for the entire Fair with additional admissions available for an additional fee. It seems there are more campers than paid admissions to the Fair. A fence should be considered for installation to separate the Fair from the camping area and decrease the unpaid admissions. Gates would then allow for controlled access. A side benefit here is to control the flow of cars driving onto the midway.

The admission process should also utilize a ticketing system. This would provide actual counts of attendees and a method to verify gate receipts to admission numbers. This is a common cash control and also a major metric to evaluate attendance. Currently, attendance numbers are estimates based on assumptions of Adult vs Child and 3 day passes.

Conversations with Fair Board Members also brought up the idea of a dedicated Contestant entry gate. This would be a good idea if it could be planned out and staffed.

I plan to start these discussions with the Fair Board in more detail. Preliminary conversations have been positive as the Board is looking for ways to improve and grow the Fair.

To summarize, the Fair is growing. The Fair Board is working to grow the Fair and having success. The area to improve revolves around controlling admissions.



AGENDA ITEM

RSS Architecture Proposal for Services

[RSS ARCHITECTURE PROPOSAL](#)

[TILLAMOOK REMODEL – BEFORE AND AFTER PHOTOS](#)

[SERVICE CONTRACT](#)

[PROPOSED MOTION LANGUAGE](#)

MEMO

TO: Fred Davis, Facilities Operation Manager
Wasco County
511 Washington Street, Suite 101
The Dalles, Oregon 97058
(541) 506-2553 Fax: (541) 506-2551
fredd@co.wasco.or.us

FROM: Randy Saunders
RSS ARCHITECTURE, P.C.
2225 Country Club Road
Woodburn, Oregon 97071
(503) 982-1211 Fax: (503) 982-2236
randy-rssarch@qwestoffice.net

RE: **ARCHITECTURAL/PLANNING SERVICES**
PRELIMINARY DESIGN
Existing County Courthouse Interior Remodel

1. Enclosed are copies of a fee proposal for design consulting services relative to the above referenced project. We are ready, willing, and able to proceed. Please review this material and call if you have any questions; I would be glad to review the proposal with you at your convenience.
2. If this proposal is acceptable, please sign one copy and return it to this office. We would proceed with work once the signed proposal is received.

END OF MEMO

PROPOSAL FOR SERVICES

PAGE ONE

PRELIMINARY DESIGN

EXISTING COUNTY COURTHOUSE INTERIOR REMODEL

THE DALLES, OREGON

RSS ARCHITECTURE, P.C.

August 8, 2018

TO: Fred Davis, Facilities Operation Manager
Wasco County
511 Washington Street, Suite 101
The Dalles, Oregon 97058
(541) 506-2553 Fax: (541) 506-2551
fredd@co.wasco.or.us

FEE PROPOSAL

1. PRELIMINARY DESIGN

Work tasks to be completed for professional design consulting services to complete preliminary design phase Documents:

- Photographic documentation and on-site observation of the property and existing conditions.
- Preparation of electronic site and floor plan - existing conditions; based on information made available by the Owner.
- Creation of a facility program; meetings with the Owner to assess, evaluate, critique, and modify the facility program to address current short and future long range facility needs.
- International Building Code review to determine code limitations and requirements.
- Preparation of remodeling design sketch options.
- Meeting(s) with Owner personnel to discuss design options.
- Preliminary design site plan, floor plan(s), and exterior elevations (if necessary) depicting proposed layout of desired improvements - to be complimentary to City zoning ordinance criteria, Building Code criteria, Client programmatic criteria, and most logical construction technique.

PROPOSED FIXED FEE FOR PROJECT PRELIMINARY DESIGN PHASE DOCUMENTS:

\$12,220.00

If during the course of completing tasks and Work during proposed PHASE ONE - PRELIMINARY DESIGN professional design consulting services an insurmountable obstacle to achieving project goals is identified the Client would only be billed for time utilized by **RSS ARCHITECTURE, P.C.** to reach that discovery.

REIMBURSABLE EXPENSES:

RSS ARCHITECTURE, P.C. proposes to charge for reimbursable expenses, **IN ADDITION** to the fixed fee shown above, as accrued by all members of the design consulting team, as follows:

AUTOMOBILE TRAVEL:	.70 per mile
REPRODUCTIONS:	at direct cost
COMMUNICATIONS:	at direct cost
SUBSISTENCE & LODGING:	at direct cost
OTHER CONSULTANTS:	at direct cost
PHOTOGRAPHY:	at direct cost
DRAWING PLOTS:	\$15.00/each or at direct cost

PROPOSAL FOR SERVICES

PAGE TWO

PRELIMINARY DESIGN

EXISTING COUNTY COURTHOUSE INTERIOR REMODEL

THE DALLES, OREGON

RSS ARCHITECTURE, P.C.

August 8, 2018

TO: Fred Davis, Facilities Operation Manager
Wasco County
511 Washington Street, Suite 101
The Dalles, Oregon 97058
(541) 506-2553 Fax: (541) 506-2551
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WORK *NOT INCLUDED* WITHIN THE PROPOSED FIXED FEE FOR PHASE ONE SERVICES SHOWN ABOVE:

- Furnishings consulting
- Materials testing/laboratory services
- Acoustical Engineering design consulting
- Traffic Engineering or traffic impact studies/analysis - **NO TRAFFIC ENGINEERING OF ANY KIND**
- Wetlands identification/mitigation design
- Geotechnical (soils) Engineering or geological assessment/report
- Clerk of the Works (full-time on-site inspector)
- Zoning ordinance conditional use, variance, etc. document preparation (site design review application IS included within the proposed scope of work) - **NO LAND USE ACTION OR DOCUMENTS OF ANY KIND**
- Environmental impact statement(s)
- Design consulting services for any site utility infrastructure systems
- "Green Architecture" design consulting
- Land Surveying
- Payment of any permit or plan review fees - **NO OUT OF POCKET FEE PAYMENT OF ANY KIND**
- Hazardous material identification or abatement/mitigation design
- Electrical engineering design or consulting
- Plumbing engineering design or consulting
- HVAC engineering design or consulting
- Civil engineering design or consulting
- Special Inspection services required by the jurisdictional authority
- Landscape Architecture design or consulting
- Interior Designer or consulting
- Food Service Designer or consulting

NOTE: Many of the items listed above as "not included" could be a part of services beyond phase one design consulting services.

TERMS AND CONDITIONS

RSS ARCHITECTURE, P.C. makes no representation through company design consulting services to guarantee/warranty or precisely estimate the construction cost of any proposed project work.

RSS ARCHITECTURE, P.C. makes no representation through company design consulting services to guarantee or warranty perfection in documents prepared for any proposed project work.

PROPOSAL FOR SERVICES

PAGE THREE

PRELIMINARY DESIGN

EXISTING COUNTY COURTHOUSE INTERIOR REMODEL

THE DALLES, OREGON

RSS ARCHITECTURE, P.C.

August 8, 2018

TO: Fred Davis, Facilities Operation Manager
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TERMS AND CONDITIONS (CONTINUED)

Further, the Client acknowledges remodel, renovation, and addition projects are inherently more difficult to design than new construction and result in greater probability of flaws in documents prepared.

By signing this proposal/agreement form the Client acknowledges receipt and reading of the article following **BILLING RATES** titled **RULES OF CONDUCT AND STANDARD OF CARE**. The Client further acknowledges **RSS ARCHITECTURE, P.C.** is legally obligated to perform SERVICES at least to the standard of care customary to the local area, but in no way is representing to guarantee or warranty a satisfactory result for the project through company design consulting services.

By signing this proposal/agreement form the Client acknowledges flaws in documents prepared by the Architect may result in additional monetary and/or time commitments for the Client. The Client further acknowledges additional monetary and/or time commitments from flaws in the documents are the Client's to bear if services provided by **RSS ARCHITECTURE, P.C.** are at least to the standard of care customary to the local area. The Client shall maintain a monetary contingency to allow for a reasonable amount of error and omissions.

Statement for services will be submitted monthly to the Client and are to be paid within twenty-one (21) calendar days after the postmark date of the statement. There are no exceptions to this payment schedule.

Monthly payments that are delinquent will be charged interest at a rate of one and a half percent (1.5%) compounded from the date the payment is due until it is received. There are no exceptions to this interest charge on delinquent payments. Failure to provide compensation as stipulated herein will result in assessment of interest charges and withholding of information until delinquent accounts are reconciled.

Failure to provide agreed upon compensation within ninety (90) calendar days of initial billing statement will result in automatic submittal of account debt to legal counsel/collection agency for collection.

This proposal is approved and accepted by:_____

Title:_____Date:_____

BILLING RATES

This is a schedule of current hourly rates for professional design consulting services provided by **RSS ARCHITECTURE, P.C.** and our sub-consultants:

Corporate Officers:	\$124.00/hr.
Project Architect:	\$114.00/hr.
Senior Drafter:	\$104.00/hr.
Junior Drafter:	\$94.00/hr.
Computer-Aided Drafting:	\$94.00/hr.
Secretarial/Clerical:	\$45.00/hr.

Hourly rates for our typical Engineering, Landscape, Interior Design, and Cost Estimating Consultants are as follows:

Corporate Officer:	\$140.00/hr.
Sr. Engineer:	\$130.00/hr.
Technician:	\$110.00/hr.
Drafter:	\$105.00/hr.
Landscape Architect:	\$115.00/hr.
Interior Designer:	\$115.00/hr.
Cost Estimator:	\$115.00/hr.
Secretarial/Clerical:	\$44.00/hr.

In addition to the hourly rates listed above reimbursable expenses would be charged as follows (subject to negotiation):

Travel:	\$.70/mile or at cost
Communications:	at direct cost
Reproductions:	\$15.00 per plot or at direct cost
Subsistence & Lodging:	at direct cost
Photography:	at direct cost
Other Consultants:	at direct cost
Any Other Expenses:	at direct cost

Statements for services will be submitted monthly to the Client and are to be paid within twenty-one (21) days after the postmark date of the statement. There are no exceptions to this payment schedule.

Monthly payments that are delinquent will be charged interest at the rate of one and a half percent (1.5%) compounded from the date the payment is due until it is received. There are no exceptions to this interest charge on delinquent payments.

RSS ARCHITECTURE, P.C. makes no representation through company design consulting services to guarantee/warranty or precisely estimate the construction cost of any proposed project work.

RSS ARCHITECTURE, P.C. makes no representation through company design consulting services to guarantee or warranty perfection in documents prepared for any proposed project work.

The Client acknowledges receipt and reading of the article following **BILLING RATES** titled **RULES OF CONDUCT AND STANDARD OF CARE**. The Client further acknowledges **RSS ARCHITECTURE, P.C.** is legally obligated to perform SERVICES at least to the standard of care customary to the local area, but in no way is representing to guarantee or warranty a satisfactory result for the project through company design consulting services.



Randal S. Saunders Architect/President

2225 COUNTRY CLUB RD. (503) 982-1211
WOODBURN OREGON 97071 (503) 370-7929

RULES OF CONDUCT AND THE STANDARD OF CARE

Every Architect know what the *standard of care* is, right?

In the most rudimentary terms, the law is clear in that an Architect must perform services with usual and customary professional care and in accordance with general accepted practices in effect at the time the services are rendered, based on the laws and practices of a given locale. But, this is an oversimplification of a very complex subject.

Architecture is not a finite science, and what is considered “industry standard” may vary from one part of the country to another. This is the reason the standard of care is tempered by the region in which a project is located. The standard of care is also modified by the knowledge and expertise that is required for a particular building or construction type, given all the circumstances of a specific project.

In questions of professional breach of duty, the most essential question relating to professional conduct and to the standard of care is this: “Did this Architect conduct themselves in the same manner that another prudent Architect working under similar circumstances would have done?”

STANDARD OF CARE VS. STANDARD OF PERFECTION

Doctors are not required to guarantee a return to perfect health; Attorneys are not required to guarantee acquittal or victory in court; Architects, in turn, are not required to guarantee a perfect result - i.e. that the roof won't leak or that a building will function perfectly.

Some clients seek an improper or enlarged definition of the standard of care more akin to a standard of perfection, they may be disappointed with anything less. Underfunded owners require special attention during contract negotiations - they may want more building than they can afford and they may not have the financial resources to do the project without serious problems along the way. Owners who view the Architect as the provider of a product rather than as a provider of professional services will likely be disappointed and dissatisfied when the “product” isn't perfect.

SERVICES VS. PRODUCTS

The distinction that Architects provide their clients with services, not products, and they produce instruments of services, not a tangible, physical facility, is essential. The law recognizes the limitations inherent in design, and compliance with the profession's standard of care is clear with regard to the idea that expectations of perfection are not reasonable or possible. In creating a one-of-a-kind building (*unlike in the design of automobiles for example*), it is not possible to beta-test or prototype a unique design to get all the ‘bugs’ out on paper. No amount of effort, care, and conscientiousness on the Architects's part can foresee every aspect of transforming a complex and unique design on paper into a physical reality without a *reasonable* amount of incompleteness and human error. Discerning where that reasonable line resides is not black and white, but it is recognized in that the purpose of contingencies is to allow for a certain reasonable amount of error and omissions without crossing the line of negligence or malpractice.

The courts have consistently recognized the limitations and imprecisions of design. Outside of the obligations of the standard of care, Architects have neither a legal nor professional obligation to do perfect work or to guarantee their work.



Randal S. Saunders Architect/President

2225 COUNTRY CLUB RD. (503) 982-1211
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RULES OF CONDUCT AND THE STANDARD OF CARE (continued)

DUTIES OF THE CONTRACTOR VS. THE ARCHITECT

While the Architect provides the services and not a product, it is not always well understood that the Contractor - conversely - does indeed provide a *product* that comes with very different obligations. Contractors generally guarantee they will perform strictly in conformance with the construction documents and in accordance with industry standards and practices. It is the Contractor and not the Architect that is responsible for construction means, methods, techniques, sequences, and procedures of the construction work, and for achieving conformance as a requirement of contractor performance.

By contract and in accordance with the usual and customary application of the law, there are some important distinctions between Architects and Contractors that are not always understood, such as:

- Contractors are obligated to guarantee performance and results, whereas Architects are obligated to act reasonably and prudently in accordance with the standard of care.
- Contractors act as vendors, whereas Architects act as agents.
- The contractor's legal focus is on result, whereas the Architect's focus is primarily on decision process.
- By contract, Contractors "will achieve" a certain result, Architects "endeavor to" do so (predicated on the uncertainties inherent in the court-recognized limitations of the design process.)
- A contractor's performance is based on a no-fault standard and the sole issue is conformance; an Architect's performance is evaluated on the standard of care.

NEGLIGENCE AND THE ARCHITECT

It is important to note negligence actions can arise from either an Architect's errors (acts of commission) or an Architect's omissions (things that should have been done and were not). If an Architect is bound to the standard of care (and not to an unachievable standard of perfection or to the same obligations of the party that is responsible for producing physical product), how does the law determine if an Architect has been negligent, breeched their professional duties, or committed malpractice?

For a successful negligence action against an Architect, the law generally requires PROOF of four elements:

1. **Duty** - There must be a contractual or legal obligation to do something or to refrain from doing something. If someone claims the architect has been negligent, it must be proven that the Architect owed some duty to that person. If there is not duty, there is no negligence.
2. **Breach** - The Architect fails to perform the duty or does something that should not have been done.



Randal S. Saunders Architect/President

2225 COUNTRY CLUB RD. (503) 982-1211
WOODBURN OREGON 97071 (503) 370-7929

RULES OF CONDUCT AND THE STANDARD OF CARE (continued)

NEGLIGENCE AND THE ARCHITECT (continued)

For a successful negligence action against an Architect, the law generally requires PROOF of four elements (continued):

3. **Cause** - The Architect's breach of duty is the proximate cause of harm to the person making the claim.
4. **Damage** - There must be actual harm or damage as a result of the breach.

Generally, all four of the above elements must exist for a negligence claim to be successful.

Examples of situations that can result in injury or damage and hence in a negligence claim might include:

- A building structure is inadequate for wind loads:
- The Architect fails to design the accordance with normally applicable statutes or codes.
- The Architect fails to detect a readily discernable error in a contractor's application for payment, or issues a change order without the Owner's authorization.

The Architect has a duty to perform in accordance with the law, within the standard of care, and within generally accepted rules of conduct. While the Architect is not expected to guarantee results or to provide a standard of perfection, the prudent design professional nonetheless recognizes these measures of professional conduct can be interpreted diversely in each unique court setting, or by an expert witness that sways a jury or an arbitrator to think otherwise. The best defense is to keep up with all of the requirements of the law and current codes of conduct, and to use good professional judgement in the exercise of all professional work.

JAIL AREA RENOVATION AND RE-USE

AT

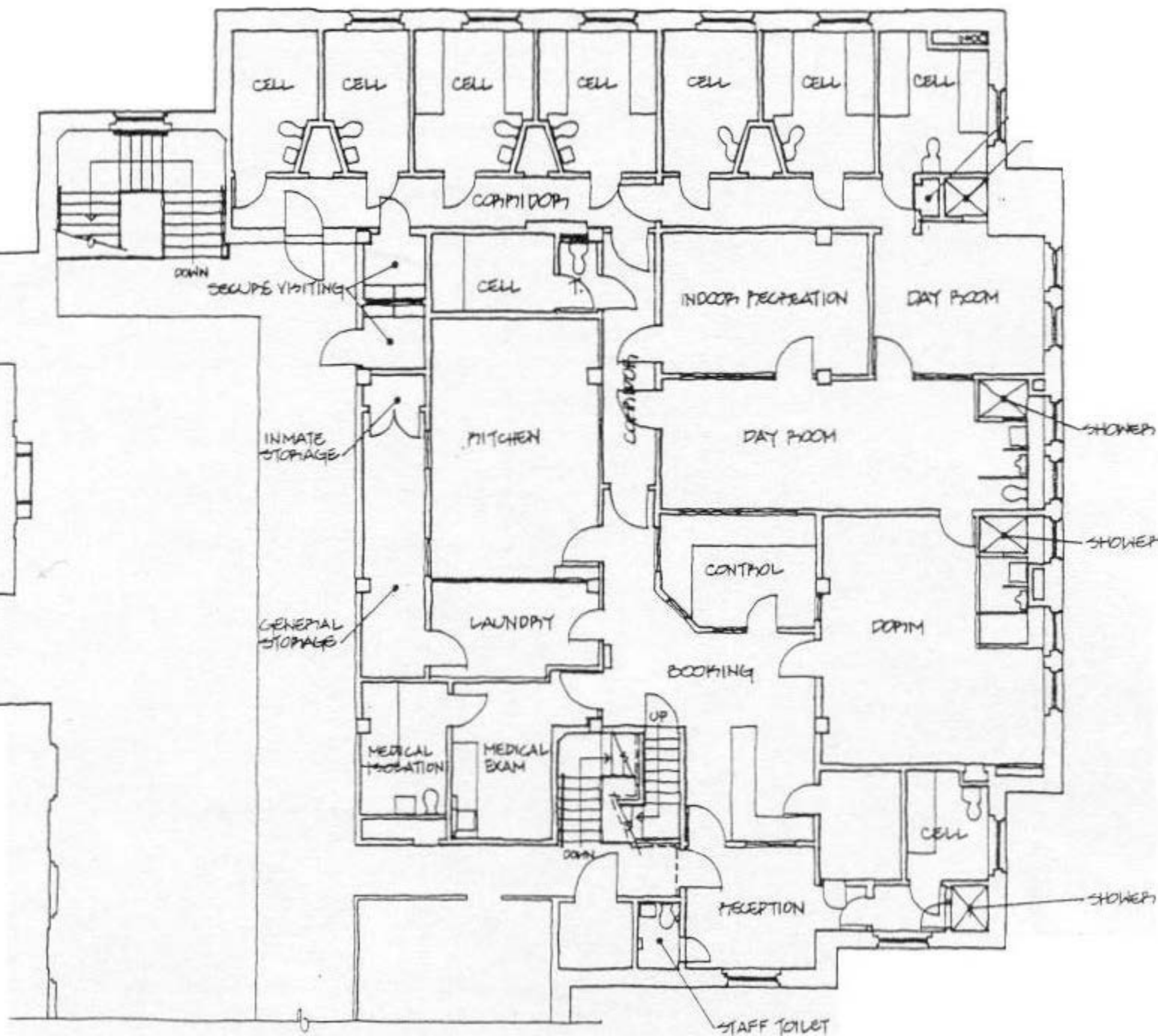


THE

TILLAMOOK COUNTY COURTHOUSE

201 LAURAL AVENUE

TILLAMOOK, OREGON 97141







DRAWN BY :
ANT
CHECKED :
RBB
APPROVED :
RBB

JAIL AREA RENOVATION AND RE-USE
AT THE
TILLAMOOK COUNTY COURT HOUSE
201 LAUREL AVENUE
TILLAMOOK, OREGON 97141

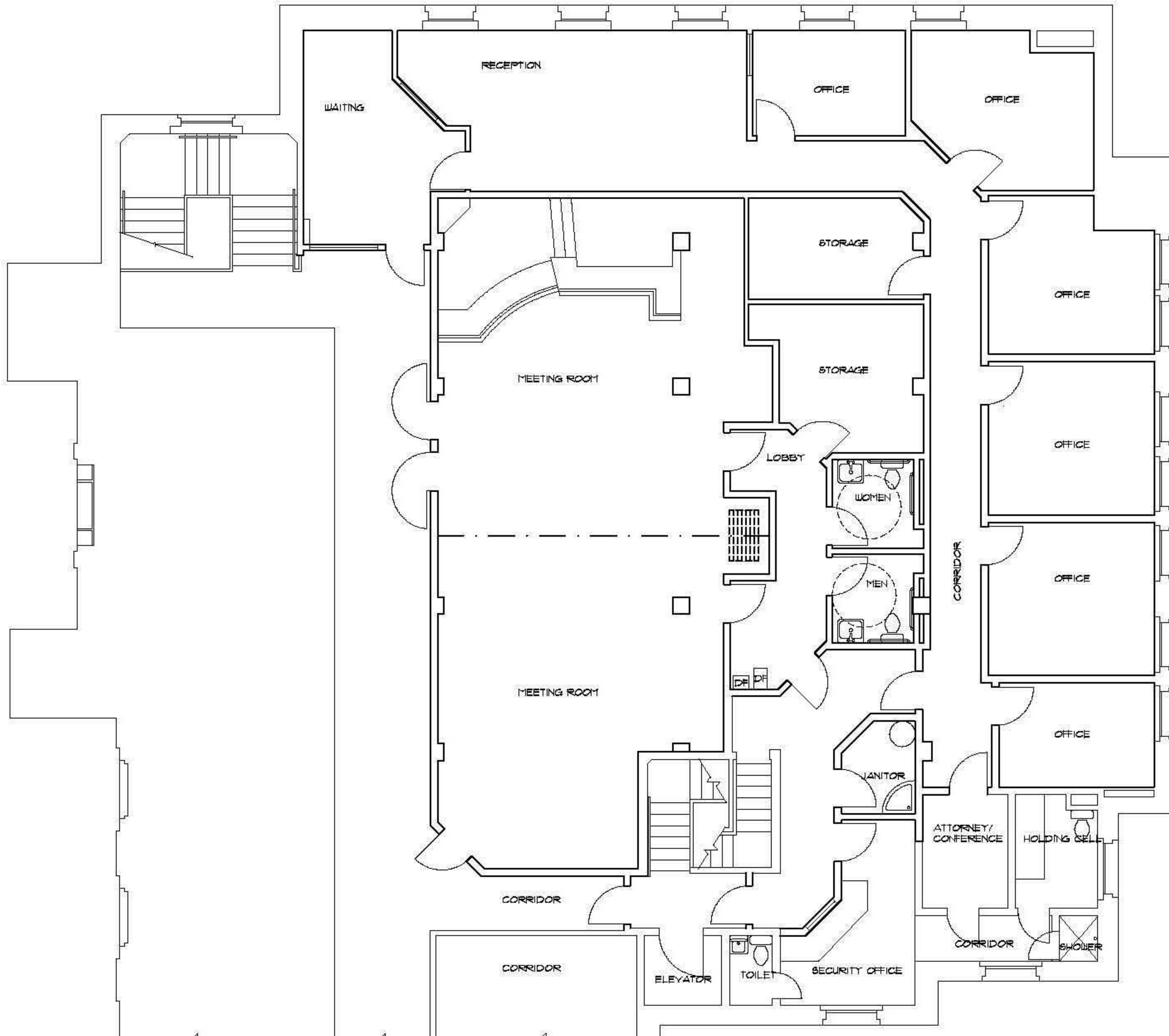
REVISIONS

A PROFESSIONAL
CORPORATION

2225 COUNTRY CLUB RD.
WOODBURN, OR. 97071
(503) 982-1211

PROJECT NO.:
9636
DATE :
JULY 1998

DRAWING NO. 4



PARTIAL SECOND FLOOR PLAN
1/4" = 1'-0"



RSS ARCHITECTURE, P.C.

CONSULTING SERVICES CONTRACT

This Contract is by and between County of Wasco (“**County**”) and RSS Architecture, P.C. (“**Consultant**”) for the performance of professional design services associated with the Wasco County Courthouse interior remodel at 511 Washington Street, The Dalles, Oregon (**Project**).

A. RECITALS

County has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by Consultant. County has determined that Consultant is qualified and capable of performing the professional services as County requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Consultant’s Proposal for Services

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30, 2019, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

Consultant shall provide all services and deliver all materials as specified in the attached Exhibit(s). All services and materials shall be provided by Consultant in accordance with the Exhibit(s) in a competent and professional manner.

3. Compensation

3.1 Payment. Consultant shall complete its scope of work as defined above and in the attached exhibit(s) for not to exceed \$14,000 without a written agreement between both parties.

3.2 Payments.

- a. County will review Consultant’s invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within twenty-one (21) days of invoice date. Interest at the rate of one and a half percent (1.5%) will be assessed from the date the payment is due until it is received.

- b. Notwithstanding any other provision of this Contract, in the event that Consultant fails to submit any required plans, drawings or specifications when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until Consultant submits required plans, drawings or specifications, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Consultant.

4. Consultant Is an Independent Contractor

Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While County reserves the right to set the schedule and evaluate the quality of Consultant's completed work, County cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by County to cover Consultant's tax obligations. Consultant is not eligible for any County fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

County: Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058
Phone: 541-506-2552

Consultant: Randy Saunders
RSS Architecture, P.C.
2225 County Club Road
Woodburn, OR 97071
Phone: 503-982-1211

6. Indemnification

Consultant shall indemnify and hold County and its representatives, officers, directors, and employees harmless from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Consultant's negligent performance and/or fault of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of County and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Upon a determination of fault rendered by an arbitration panel or court of competent jurisdiction on any claim covered under this section, Consultant shall reimburse County's defense costs to the degree of negligence or other fault attributed to Consultant.

7. Insurance Requirements

7.1 During the term of this Contract, Consultant shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage:

\$2,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Professional Liability insurance covering Consultant's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be maintained for the 2 year period upon completion of the Contract and specifically include "tail" coverage for any "claims made" policy.
- d. Automobile liability insurance coverage (owned, not owned, and hired) for bodily injury and property damages: \$1,000,000 each accident.

7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.

- 7.3 Policies shall provide that County, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages. Note: Not applicable to Errors and Omissions insurance coverage.
- 7.4 All coverages under Section 8.1 shall be primary over any insurance County may carry on its own.
- 7.5 Consultant shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a minimum A.M. Best's Rating Services of not less than A-7 and that are qualified to do business in the state of Oregon.
- 7.7 Consultant shall furnish County with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by County, Consultant shall furnish County with executed copies of such policies of insurance. Consultant shall furnish County with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Consultant, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Consultant warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify County for any liability incurred by County as a result of Consultant's breach of the warranty under this paragraph.

9. Hours of Employment

Consultant shall comply with all applicable state and federal laws regarding employment.

10. Assignment/Subcontracting

Consultant shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Consultant shall

include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Consultant. County's consent to any subcontract under this Contract shall not relieve Consultant of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Consultant shall be solely responsible for any and all obligations owing to the subcontractors.

11. Labor and Material

Consultant shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Consultant and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents. However, in the event County reuses or modifies any materials furnished to County by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

If intellectual property rights in the work performed by Consultant are Consultant Intellectual Property, Consultant hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Consultant Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Consultant to transfer and deliver all partially completed work performed by Consultant, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Contract.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant. Upon termination under this paragraph, Consultant shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Consultant. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all

Contract closeout costs actually incurred by Consultant. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

14. Termination for Cause

County may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by County, under any of the following conditions:

- 14.1 If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either County or Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Consultant fails to perform in the manner called for in this Contract or if Consultant fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Consultant setting forth the manner in which Consultant is in default. Consultant shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 16 by County due to a breach by Consultant, County may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to County the amount of the reasonable excess.

- 16.2 In addition to the above remedies for a breach by Consultant, County also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If County breaches this Contract, Consultant's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.
- 16.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by County, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by County, Consultant shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

17. Nondiscrimination

During the term of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Compliance with Laws and Regulations

Consultant shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:

- 18.1 Consultant shall make payment promptly, as due, to all persons supplying to the Consultant labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from Consultant or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Consultant shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.
- 18.2 If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve Consultant or Consultant's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Consultant or any first-tier

subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

- 18.3 In accordance with ORS 279C.520, Consultant shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
- 18.4 Consultant shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums which Consultant agrees to pay for the services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

19. Standard of Care

- 19.1 Consultant shall perform all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 19.2 Performance Requirements. In addition to performing all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, Consultant shall perform the Services in accordance with the following requirements:
- 19.2.1 All plans, drawings, specifications, and other documents prepared by Consultant shall accurately reflect, incorporate and comply with all applicable statutes, rules, regulations, ordinances and other laws which are applicable to the design and construction of the Project, and shall be

complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of Consultant);

19.2.2 All plans, drawings, specifications, and other documents prepared by Consultant pursuant to this Contract shall accurately reflect existing conditions for the scope of the Services to be performed;

19.2.3 The Project, if constructed in accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended;

19.2.4 The Consultant shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents. While Consultant cannot guarantee that the various documents required under this Contract are completely free of all minor human errors and omissions, it shall be the responsibility of Consultant throughout the period of performance under this Contract to use due care and perform with professional competence. Consultant will, at no additional cost to County, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by Consultant. Consultant further agrees to render assistance to County in resolving other problems relating to the design of, or specified materials used in, the Project; and

19.2.5 The County's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the County will not relieve Consultant of any responsibility for complying with the standard of care set forth herein. The Consultant is responsible for all services to be performed under this Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the services.

20. Representations and Warranties

Consultant represents and warrants to County that (1) Consultant has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, and (3) Consultant shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent. The representations and warranties set forth in this Contract are in addition to, and not in lieu of, any other representations or warranties provided.

21. Access to Records

For not less than six (6) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized

representatives shall have access to Consultant's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

22. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between County and Consultant that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Successors and Assigns; Subcontractors and Assignments

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

25. Limitation of Liabilities

County shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

26. Foreign Contractor

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

27. Confidentiality

Consultant shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar

agreements from County's and/or Consultant's subconsultants to maintain the confidentiality of information of County.

28. Force Majeure

Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

29. Waivers

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Consultant of the same or any other provision. County's consent to or approval of any act by Consultant requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant, whether or not similar to the act so consented to or approved.

30. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

31. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

32. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

33. Amendments

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by County, signed by the Consultant and County authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

34. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

35. Certificate of Compliance with Oregon Tax laws

By executing this Contract, Consultant certifies under penalty of perjury that Consultant is, to the best of Consultant's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

COUNTY:
WASCO COUNTY

CONSULTANT:
RSS ARCHITECTURE, P.C.

By: SD Kramer 9.19.2018
Steven D. Kramer, Chair Date

By: Randy Saunders 9/25/2018
Randy Saunders, Principal Date

By: SC Hege 9.19.2018
Scott C. Hege, Vice-Chair Date

By: Rod Runyon 9.19.2018
Rod L. Runyon Date
County Commissioner

Exhibit A

Scope of Work

FEE PROPOSAL

1. PRELIMINARY DESIGN

Work tasks to be completed for professional design consulting services to complete preliminary design phase Documents:

- Photographic documentation and on-site observation of the property and existing Conditions.
- Preparation of electronic site and floor plan - existing conditions; based on information made available by the Owner.
- Creation of a facility program; meetings with the Owner to assess, evaluate, critique, and modify the facility program to address current short and future long range facility needs.
- International Building Code review to determine code limitations and requirements.
- Preparation of remodeling design sketch options.
- Meeting(s) with Owner personnel to discuss design options.
- Preliminary design site plan, floor plan(s), and exterior elevations (if necessary) depicting proposed layout of desired improvements - to be complimentary to City zoning ordinance criteria, Building Code criteria, Client programmatic criteria, and most logical construction technique.

2. WORK NOT INCLUDED WITHIN THE PROPOSED FIXED FEE FOR PHASE ONE SERVICES SHOWN ABOVE:

- Furnishings consulting.
- Materials testing/laboratory services.
- Acoustical Engineering design consulting.
- Traffic Engineering or traffic impact studies/analysis - NO TRAFFIC ENGINEERING OF ANY KIND.
- Wetlands identification/mitigation design.
- Geotechnical (soils) Engineering or geological assessment/report.
- Clerk of the Works (full-time on-site inspector).
- Zoning ordinance conditional use, variance, etc. document preparation (site design review application IS included within the proposed scope of work) - NO LAND USE ACTION OR DOCUMENTS OF ANY KIND.
- Environmental impact statement(s).
- Design consulting services for any site utility infrastructure system.
- “Green Architecture” design consulting.

- Land Surveying.
- Payment of any permit or plan review fees - NO OUT OF POCKET FEE PAYMENT OF ANY KIND.
- Hazardous material identification or abatement/mitigation design.
- Electrical engineering design or consulting.
- Plumbing engineering design or consulting.
- HVAC engineering design or consulting.
- Civil engineering design or consulting.
- Special Inspection services required by the jurisdictional authority.
- Landscape Architecture design or consulting.
- Interior Designer or consulting.
- Food Service Designer or consulting.



PROPOSED MOTION LANGUAGE

SUBJECT: RSS Architecture, P.C. Consulting Services Contract

CONSULTING SERVICES CONTRACT: I move to approve Consulting Services Contract between Wasco County and RSS Architecture for professional design phase Documents.



AGENDA ITEM

Maupin Projects

[SOUTH WASCO COUNTY LIBRARY CAPITAL CAMPAIGN CASE STATEMENT](#)

[DESCHUTES RIM CLINIC FOUNDATION CAPITAL CAMPAIGN CASE STATEMENT](#)

South Wasco County Library, Maupin Oregon

“Expanding our Future” Capital Campaign – Case Statement

Who We Are: The South Wasco County Library has been serving the small, scenic Deschutes River town of Maupin (population 426) in remote southern Wasco County for over 50 years. The existing 871-sq. ft. cinder-block library is the smallest library in the state of Oregon, with space for fewer than a dozen patrons to browse at a time. However, we have the highest percentage of service area members in the state (800+ library members) and last year we served 2,400 people. Our area’s population has been steadily increasing, due to our recreational amenities, and with the local investment in downtown beautification, high speed fiber optic and a new health clinic, we anticipate that population, and library patronage, will continue to grow.

Mission: *We are the gathering place that provides resources to enhance and transform lives in our remote communities.*

Vision: *To be a hub for education, diverse programs and community services that stimulate social and cultural engagement.*

Our Challenge: Our library is one of the few tiny, outdated public libraries remaining in Oregon. The cinder-block building was constructed half a century ago and does not meet ADA or Oregon Library standards. The lighting/heating/cooling systems are inefficient, and the walls are leaking. There is no designated staff/youth/child area. The two computer stations are in constant use, and one table is shared by all patrons. We are unable to host the community programs in the arts, sciences and humanities that other rural libraries receive regularly from organizations like OMSI and Oregon Humanities. The library-sponsored 50 activities that were held last year had to be outdoors in warm weather.

Our Plan: We have been planning to build a new, modern, technology-equipped library since 2010. With support from the Ford Family Foundation, we completed six community planning charrettes and a feasibility study for the library. We worked at the county level to create a special library taxing district that was passed by a wide margin in 2012. Securing this permanent source of operational funding that is not subject to political whim allowed us to move forward with our plans for a new library. Working with Seder Architects, we determined that sharing space (particularly parking, ADA access, bathrooms, a meeting room) with the new city hall that is already funded would be most efficient. We have secured a prime location adjacent to our main downtown park for what we are calling the Maupin Civic Center. The library will occupy 50% of the Maupin Civic Center, with 29% allocated to shared space, and 21% to city hall.

The library and city hall will be connected via a shared atrium and common park-like setting out front, with wide tiered steps edging the lawn that will serve as a place for community gatherings and events. The new library will be 2,815 square feet with a designated area for children and teens, a computer workstation, and a study area. A 75-person community room for library programs and community events will also host city council meetings.

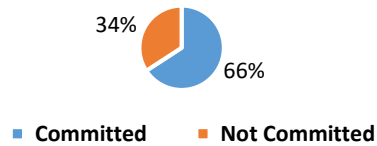
Our Supporters: The library portion of the capital costs is \$1,580,000, and over the last two years, local fundraising for the library has raised \$130,000 in cash contributions from over 400 individuals, families

and businesses, which is far-and-away the largest fundraising effort ever in South Wasco County. The city of Maupin was awarded \$1.5M by the 2018 Oregon State Legislature, \$600,000 of which is designated for the library. An anonymous foundation awarded \$200,000, which means we are 66% funded.

This project is a keystone in Maupin's efforts to attract new residents, businesses, retirees, and outdoor enthusiasts. We have conducted outreach in Spanish and English to find out what our existing residents are wanting from their library. We are looking ahead to the next hundred years and our design includes an unfinished second floor that can accommodate solar panels and allows for future expansion. In 2015 this project was designated as the top economic and community development project by the Wasco County Commissioners and the Wasco County Economic Development Commission, and it was key in our efforts to secure nearly \$500,000 in state and federal grants to bring ultra-high-speed fiber optic capacity to Maupin in 2017.

We need private and public contributions to bring this well-planned dream to fruition.

Campaign Goal \$1,580,000



Ford Family Foundation
\$250,000 16%

Collins Foundation
\$150,000 9%

Oregon Community Foundation
\$25,000 2%

Other Foundations
\$115,000 7%

Community Campaign (recieved)
\$130,000 8%

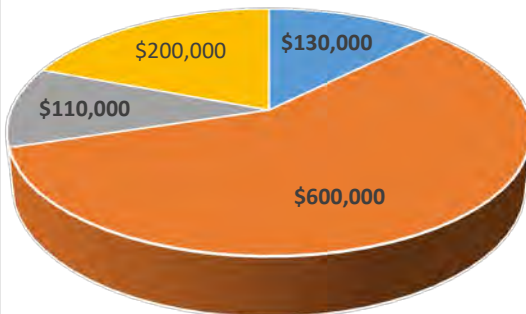
Sale of existing library (estimated)
\$110,000 7%

Anonymous secured by Frank Kay (committed)
\$200,000 13%

2018 State Legislative Award (committed)
\$600,000 38%

Committed Funds \$1,147,000

- Community Campaign
- 2018 State Legislature
- Sale of existing library
- Anonymous



Southern Wasco County Library Funding Needs as of 6.14.18

We Care Campaign! Deschutes Rim Clinic Foundation

Maupin, Oregon

White River Health District dba Deschutes Rim Health Clinic

WHO WE ARE: White River Health District is a nonprofit local government, formed in 2005 as a Special District of Oregon to provide medical services to South Wasco County, a rural area encompassing 2/3 of Wasco County. Deschutes Rim Health Clinic opened for business in Maupin in September 2007, providing medical and behavioral health services to the residents and as many as 80,000 seasonal visitors to our area. Our current provider is a Physician Assistant who has been caring full-time for approximately 2,600 patients a year for the past 11 years, with occasional part time help from her supervising physician and out-of-the area providers. This provider also took on the role of the District Manager in 2008 and has led the Clinic to become a Tier 3 Patient Centered Primary Care Home and was accepted as one of Oregon's CPC Plus Medicare Program Sites. Our 5-member Board of Directors are all volunteer community members.

OUR MISSION: We Care. Our community based health center partners with you for your health and well-being, regardless of your ability to pay.

OUR VISION: We will provide recognized, optimal resources for comprehensive healthcare in South Wasco County.

PROJECT SCOPE: The "We Care Campaign!" has a capital campaign goal of \$2,000,000. Deschutes Rim Clinic plans supplement capacity at our aging 2,400 sq ft modular building, which is unsuitable for expansion, by adding an adjacent, larger wood frame building. Our current building is too small to support additional staff for our ever-increasing patient population.

OUR CHALLENGE: We need more physical space to accommodate more providers so that we can continue to care for the residents and visitors of South Wasco County. Over the past year we have seen an unprecedented steady increase of 1-3 new patients a day, and our single provider is scheduled 3-4 weeks out for immediate care need appointments. Our current population is about 35% Medicare, 30% Medicaid, 25% Commercial, and the remaining 10% are either under-insured or un-insured.

Currently our front office does not offer privacy for patient discussions, our lab doubles as storage space, and we lack arctic entries for patient comfort and cost savings to our significant electric bill. Staff do not have a separate kitchen and break area, and we lack meeting space for board meetings, which are currently held in our waiting room.

In 2016 Maupin was identified as an "Area of Unmet Health Care Need in Rural Oregon" by the Oregon Office of Rural Health, particularly due to the travel time to the nearest hospital and above average hospitalization for preventable conditions. Our service area is federally recognized as having a shortage of health care providers and as lacking the resources to meet resident medical needs. In addition, over 95% of the students in our school district qualify for free and reduced lunch due to our high poverty rate.

OUR SOLUTION: Our goal is build an adjacent building so we have capacity to increase our primary care services to two full-time providers, increase our behavioral health services to full-time, and offer full-time dental services. The new building will allow us to have five exam rooms (currently have two); add a full procedure room for urgent care; add a private office for full-time behavioral health services; and have two dental operatories.

WHERE WE ARE NOW: We have formed a 501(3)c foundation to assist with tax deductible donations. Westby Associates, Inc. has been conducting a feasibility study since January 2017 to help us identify community philanthropic support. As of September 2017, over 60 completed interviews affirmed cash and in-kind support of up to \$1,263,644, which includes \$1,000,000 secured in 2017 from the State of Oregon and \$86,600 of secured individual support. The building site is deeded to the Health District and is valued at \$146,000. Our floor plan has been a combined effort of staff over the past three years, with architectural and engineering support from Pinnacle Architecture and Banton Engineering.

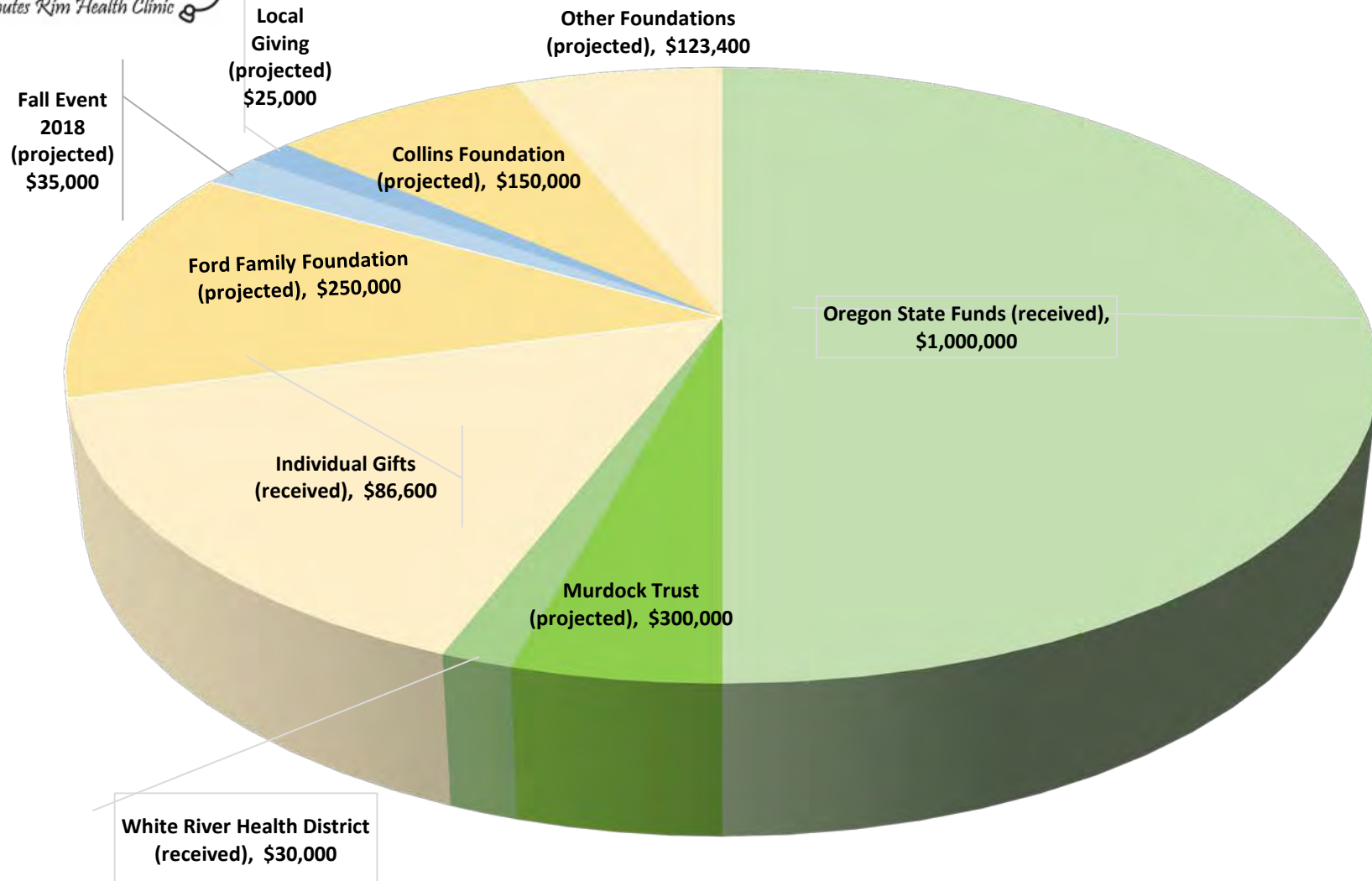
This project is key part of a community renaissance in Maupin, with a Main Street beautification project recently completed, and a new Civic Center/Library and fiber optic upgrade which was awarded a \$1,500,000 investment by the 2018 Oregon Legislature.

PROJECT DIRECTOR: Sharon Denison DeHart, PA-C /District Manager: 541-705-7610,
sharondehart@deschutesrimclinic.org





**Deschutes Rim Clinic Foundation
"We Care" Capital Campaign
Funding Status as of 6/14/2018
Campaign Goal: \$2,000,000**





AGENDA ITEM

CGCC Updates

[MEMO – TREATY OAK REGIONAL SKILLS CENTER & CAMPUS HOUSING](#)

[CGCC FUNDING DIAGRAM](#)



Treaty Oak Regional Skills Center and Campus Housing

The Columbia Gorge economy confronts a workforce skills gap that hampers business growth, and a housing shortage that discourages students from attending college to learn the skills our businesses need. Together with its public partners, Columbia Gorge Community College can help address both challenges by building a skills training center and housing on The Dalles Campus.

The Oregon Legislature allocated \$7.3 million to build the skills center in partnership with North Wasco County School District as a ***“prototype facility ... to focus on grades 11-14 and the transition between high school and post-secondary education.”*** This must be matched with \$7.3 million in non-state funds by January 2019. ***Housing investment may be used as match.***

The college has no suitable facilities to teach high-demand trades such as mechanics, machining and construction. The skills center will meet that need, providing physical capacity to support Future Ready Oregon, a statewide training initiative to close the skills gap. Meanwhile, campus housing will expand the college’s ability to serve students throughout the region.

Together, the college and North Wasco County School District will offer dual enrollment in career-technical skills ... precisely the same skills needed by regional industries.

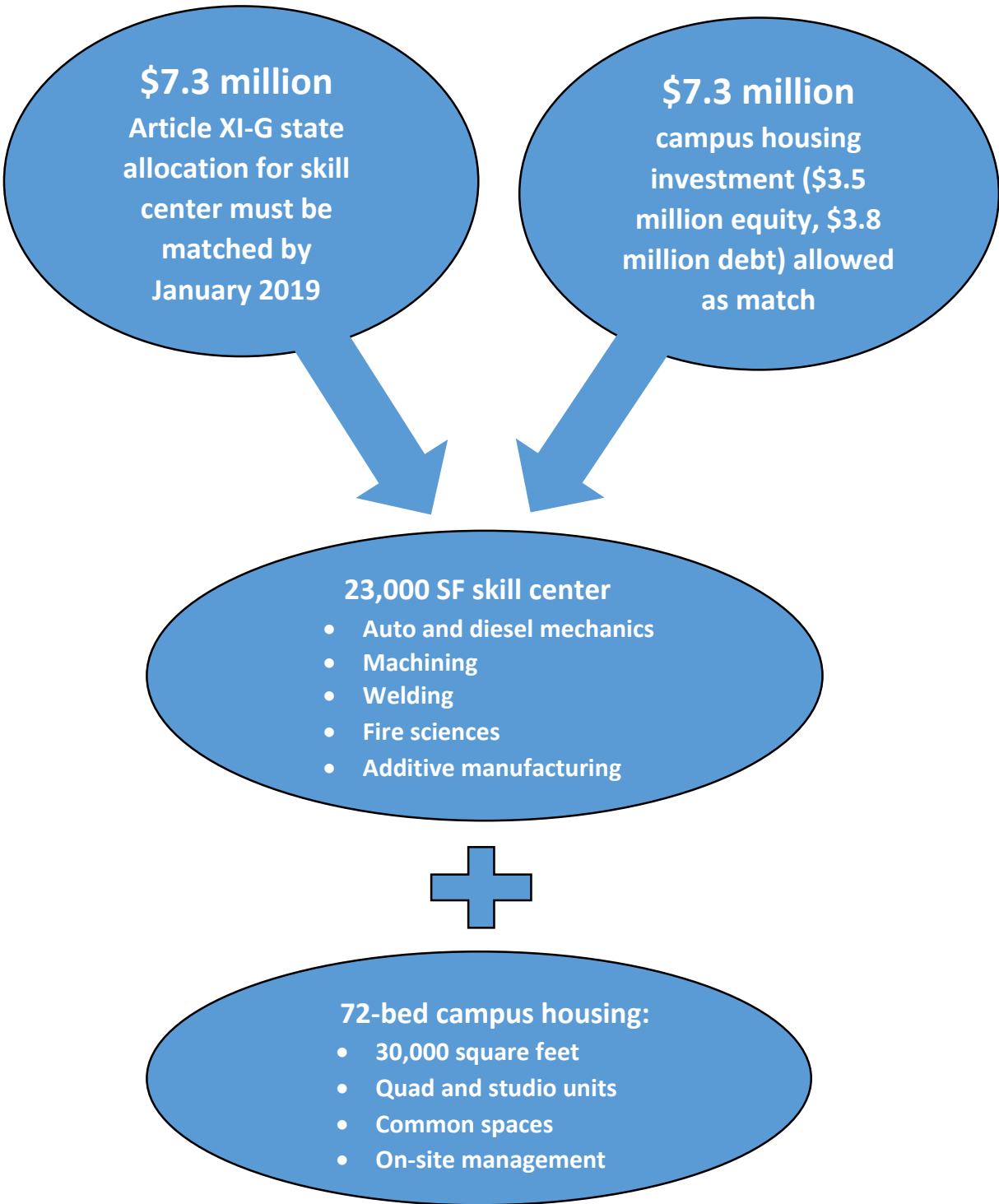
We meet with industry partners. We listen to their needs. We apply what we learn.

Potential examples:

- Introductory carpentry at the high school; framing and finished carpentry at CGCC
- Laser-guided technologies (fabrication, woods, metals) at the college to build upon preparatory learning at the high school
- Coordinated curricula to support auto and diesel mechanics training
- Expand CGCC’s welding class with stackable credentials and access to apprenticeships
- Expand CGCC’s “Realize Your Potential” as a pre-apprenticeship program

Multiple, dual credit pathways will begin at high school and continue through Grade 14, with certificates awarded as early as Grade 12. Pathways will include a mix of social sciences and CTE. The intentional mix of younger and older students will foster lessons in maturity, employment skills and mutual support.

We must raise the required match by January 2019. A \$3.5 million equity contribution and \$3.8 million debt investment in campus housing will create a fiscally-sustainable project to include on-site management and affordable monthly rents. Together, these investments will generate the \$7.3 million matching amount required for the skills center. ***We propose NO local tax measure.***



 **\$14.6 million investment for family-wage jobs training and affordable student housing**

 **training and affordable student housing**



AGENDA ITEM

Building Codes Management

[COMMUNICATIONS FROM STATE BUILDING CODES](#)

[STAFF RECOMMENDATION](#)



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

August 8, 2018

Tyler Stone, Administrative Officer
Wasco County
511 Washington St, Ste. 101
The Dalles, Oregon 97058

RE: Wasco County's building inspection program – Follow up to June 20,
2018 letter

Mr. Stone:

I am following up on a June 20, 2018 letter sent to you by Shane Sumption from the Building Codes Division. The letter was a reminder to each county regarding the State's temporary status administering the building inspection program and provided options for transitioning the program back to the local jurisdiction. Mr. Sumption has left the division and I am now the division's Statewide Services Manager. I will be working with the counties on transitioning the State from it's temporary status to some other arrangement. We believe it is best for local government to have local control over it's development services.

Please let me know how you intend to proceed and which of the options identified in Mr. Sumption's June 20, 2018 letter (enclosed for convenience) will best meet your needs. I have been asked to discontinue our temporary status no later than December 31, 2018.

Please let me know how you intend to proceed at your earliest convenience so that I can assist with a smooth transition.

Sincerely,

Rex Turner
Statewide Services Manager
Building Codes Division
rex.l.turner@oregon.gov
503-373-7755

Enclosure: BCD Letter from Shane Sumption issued June 20, 2018



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division

1535 Edgewater Street NW

P.O. Box 14470

Salem, OR 97309-0404

503-378-4133

Fax: 503-378-2322

bcd.oregon.gov

June 20, 2018 RT

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

RE: Wasco County's building inspection program – Follow up to January 10, 2018 letter

Mr. Stone:

The division temporarily assumed Wasco County's building inspection program on February 1, 2018. The assumption was intended to be temporary.

We want to check in with you to determine which of the following options you intend to move forward with or how we can provide you information to assist the county with making an informed decision:

1. Operate the program at the county level.
2. Contract with a service provider or other community.
3. Return the program to the state.
4. Other ideas.

At your earliest convenience, we would like to know how the county intends to proceed and a general timeline. I can be reached at (503) 373-7613.

Sincerely,

Shane Sumption
Policy and Technical Services Manager
Building Codes Division
shane.r.sumption@oregon.gov



MEMORANDUM

SUBJECT: Building Codes Program

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYLER STONE

DATE: 7/6/18

BACKGROUND INFORMATION:

Mid-Columbia Council of Governments (MCCOG) has operated the building codes program as a four county entity serving the regions building code needs since 2007. Prior to 2007 the State of Oregon operated the program. February 1st, 2018 the program was temporarily given back to The State of Oregon to operate when it was determined that there was no longer a need for the MCCOG entity to exist. Each of the other counties that were previously in the MCCOG building codes program followed suit and the temporary office is currently serving all four counties. This program has been operated since that time by the State and co-located with the Wasco County Planning Department.

In 2015 the Board of County Commissioners asked staff to look at the codes program and evaluate how the program was being administered and look at other potential models for the provision of building codes services. That report (Building Codes Management Analysis) is available upon request or available online in the minutes of the [11.4.2018](#) Board Session. This report concluded that two models (in-house & private firm) were the best options.

Since that time, Wasco County has pursued taking on the codes program in-house on behalf of the four counties. Wasco County proposed a model in which the MCCOG building would have been purchased and a Community Development Department (CDD) in partnership with City of The Dalles would have been created. This CDD would have jointly housed City and County Planning, Code Enforcement, Building Codes, and possibly other departments. This combined CDD program would have taken on the responsibility for providing building codes services for City and County including the codes program for the other three counties. City of The Dalles was unwilling to share in the purchase and maintenance costs of obtaining the MCCOG building which ultimately killed this concept. Additionally, the other three counties were unwilling to fund the program out of their general funds in the event that expenses exceeded revenues and reserves. A draft of the concept paper and IGA can be seen [here](#).

CURRENT PROGRAM:

The State of Oregon is currently operating the Building Codes program on behalf of Wasco County on a temporary basis with the expectation that Wasco County will make a decision on the program no later than February 1st, 2019. This program is up and running with temporary staffing. The hiring process for inspectors and office staff has been difficult given the lack of qualified personnel in the marketplace and

the wages required to attract applicants. Some of the normal services are being provided out of Salem or other nearby building code offices. We have received both complaints and compliments about the level of service being provided by the State. Complaints seem to center around timeliness of the process; particularly plan review. In all cases that I have researched contractors are unhappy with the turnaround time however it should be noted that in some cases some portion of that turnaround time was attributed to lack of response from the Contractor to questions from Building Code plan reviewers. Other complaints on turnaround time were based on the estimated stated time rather than the actual time required which makes sense because Building Codes does not want to provide a timeline estimate to a contractor who is scheduling work and then not meet that timeline. The State has been very responsive to inquiries about problems that are being incurred.

RECENT DEVELOPMENTS THAT IMPACT BUILDING CODES SERVICES:

In the 2018 short legislative session HB 4086 was introduced on behalf of House Committee on Business and Labor with consultation of State Building Codes Division and can be read [here](#). When that bill failed the State Building Codes Division took it upon themselves to adopt temporary administrative rules that were not favorable to building codes departments that currently used outside contractors for the provision of building codes services. This bill would have required that Building Officials and Electrical Inspectors be employees of the government entity among other things. This rule essentially would prohibit the use of third party contractors to provide building official and Lead electrical inspector functions. Incidentally this model was one of the two options that Wasco County looked at in 2015 and would most likely be a part of any model that Wasco County might develop in bringing the program in-house. The Association of Oregon Counties is following this very closely on behalf of its' members and can best be summarized by this overview from the AOC newsletter:

The ongoing saga over what a local building code program may delegate to third party contractors continues. Purportedly based on an Oregon Department of Justice (DOJ) legal opinion, on April 23, 2018, the Building Codes Division (BCD) adopted temporary rules, without any notice to affected parties, that require certain local building code officials to be public employees, among other things. Many local government attorneys disagree with the DOJ legal opinion, as well as the authority for the temporary rules. A court challenge was being planned. However, the temporary rules also caused an uproar among many elected officials and state legislators, especially in light of the likelihood that implementation of the temporary rules would significantly exacerbate the already strained situation in Oregon with regard to home construction and affordable housing. On May 14, 2018, the Director of the Department of Consumer and Business Services (DCBS) directed the Administrator of BCD to withdraw the temporary rules and replace them with arguably less onerous rules, for now. On May 18, 2018, BCD notified affected parties by letter of the withdrawal of the April 23, 2018 rules, and their replacement with a new set of rules. Conversations are ongoing with regard to how elected officials, legislators, and local governments should respond to the new temporary rules, as well as potential legislative fixes for 2019.

Contributed by: Rob Bovett | AOC Legal Counsel

Undoubtedly this issue will come up again either in new rules or in the 2019 legislative session which gives a significant measure of uncertainty as to the provision of building codes programs and how they can be structured.

Staffing for codes programs is the other difficult area for local programs to be successful. Inspectors are in extremely high demand and very difficult to find in this booming building economy. Inspectors are demanding and getting six figure salaries plus or minus in this labor market making it very difficult for codes programs to recruit and retain inspectors. This is especially difficult for the more rural markets to

compete. Given the position that State Building Codes Office is taking on the use of private contractors and requirements to have the building official and lead electrical inspector be public employees; this will undoubtedly to get worse before it gets better.

OTHER CONSIDERATION:

The building codes function is a State mandated service. Counties or Cities have the ability to assume the functions of the program from the State. There may be an interest from City of The Dalles to take over the building codes program if Wasco County chooses to not administer the program.

Assumption of the program by Wasco County would likely require us to hire additional staff and/or restructure in the Planning Department to help with the addition of a new department. With the loss of the MCCOG building we would need to do a remodel in the Planning Department to accommodate the additional staff and work flow. The 2015 report previously referenced has several models identified.

This will undoubtedly be a difficult discussion when it comes to local control vs. State control. The local contracting community wants a local office with local staff. The ability for contractors to build relationships with building officials and inspectors is important to those contractors. Additionally the ability to move paperwork and inspections through the system locally is of significant importance to contractors.

If Wasco County chooses to take the program we will be hiring several highly paid employees into the system including the heavy benefit and administrative loads such as PERS.

CONCLUSION AND RECOMMENDATIONS:

I believe that local control is an added benefit for this function and I would recommend allowing this program to move to City of The Dalles if they so choose to take it. In considering if Wasco County should remain the provider of Building codes services I cannot recommend that we move forward in this capacity for the following reasons. Building Codes is not a mandated or core function of the County service portfolio. Given that this program would incur significant staff increases, administration, and facility costs to implement it does not appear to be the right move at this time given that we are projecting future increases in expenses that will outpace increases in revenue. The State has the ability to cover themselves in the event of vacancies with inspectors from other jurisdictions. A Wasco only program does not have the ability to cover vacancies, vacations, etc. from other offices like the State does. The ability to recruit and retain qualified staff is a significant challenge that will be difficult to overcome. Finally, the uncertainty of what the Legislature or State Building Codes Division will do to further restrict the program makes me very cautious to assume the program at this time.



Treaty Oak Regional Skills Center and Campus Housing

The Columbia Gorge economy confronts a workforce skills gap that hampers business growth, and a housing shortage that discourages students from attending college to learn the skills our businesses need. Together with its public partners, Columbia Gorge Community College can help address both challenges by building a skills training center and housing on The Dalles Campus.

The Oregon Legislature allocated \$7.3 million to build the skills center in partnership with North Wasco County School District as a ***"prototype facility ... to focus on grades 11-14 and the transition between high school and post-secondary education."*** This must be matched with \$7.3 million in non-state funds by January 2019. ***Housing investment may be used as match.***

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Potential examples:

- Introductory carpentry at the high school; framing and finished carpentry at CGCC
- Laser-guided technologies (fabrication, woods, metals) at the college to build upon preparatory learning at the high school
- Coordinated curricula to support auto and diesel mechanics training
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Multiple, dual credit pathways will begin at high school and continue through Grade 14, with certificates awarded as early as Grade 12. Pathways will include a mix of social sciences and CTE. The intentional mix of younger and older students will foster lessons in maturity, employment skills and mutual support.

We must raise the required match by January 2019. A \$3.5 million equity contribution and \$3.8 million debt investment in campus housing will create a fiscally-sustainable project to include on-site management and affordable monthly rents. Together, these investments will generate the \$7.3 million matching amount required for the skills center. ***We propose NO local tax measure.***

CGCC program priorities – 081518 to College Board

1. Mechanics (three sectors):

- Diesel engine (Commercial vehicles, heavy equipment, field repair)
 - Regional workforce demand: **2,135 *****
 - Facility, equipment, funding: Skill Center / OEMs, Article XI-G / DOLETA, Perkins
- Automotive
 - Regional workforce demand: **5,633 *****
 - Facility, equipment, funding: Skill Center / XI-G / OEMs, DOLETA, Perkins
- Airframe & Power Plant Certification (A&P)
 - Regional workforce demand: **189**
 - Facility, equipment, funding: Skill Center / OEMs, Article XI-G / Perkins

2. Fiberoptic and low voltage electrical ^^ (Data centers, commercial & residential, HVAC*)

- Regional workforce demand: ^^ *Pending*
- Facility, equipment, funding: EM-Tech, Skill Center / DOLETA/ Perkins

3. Welding (Expansion to full program)

- Regional workforce demand: **1,572*****
- Facility, equipment, funding: Skill Center / Article XI-G / FTE, tuition & fees

*ECWorks data only: North, Central and Southern Oregon total openings (growth plus retirements) projected through 2027

** Food preparation total does not include fast food and short order, other food preparation

*** ECWorks + SCWC regions of Oregon and Washington + Benton and Franklin counties

^^ Includes tray installation and cable routing, connection, trouble-shooting and repairs; East Cascades data suppressed; interview with Google data center indicates significant cross-sector demand; other sources we are researching or have contacted: <https://www.bls.gov/oes/current/oes499052.htm> <http://www.thefoa.org/>

*HVAC data suppressed or insufficient statewide; five-county projection through 2027: 6 total (ECWorks sub-region data)



Columbia Gorge Community College 2001 Campus Master Development Plan

Proposed 2022 Build-Out
(Revised: 2012)

Map key:

- #1 – Existing classroom building
- #2 – Administration
- #3 – Health Sciences Building
- #4 – (Not shown, but preserved for programming)
- #5 – Space reserved for future
- #6 – Campus Housing Unit 1 (proposed)
- #7 – Campus Housing Unit 2 (proposed)
- #8 – Skill Center (proposed)

Skill Center & Housing preliminary timeline:

August 20, 2018:

- Board authorization to proceed with project

September 2018:

- Enterprise Zone partners review funding request
- If request approved:*
- Conditional Use Permit (CUP) application to City of The Dalles
- Capital strategy concept to college board

October 2018:

- RFP for capital strategy
- Planning dept. review
- USDA Rural Development application submitted (?)

November 2018:

- Public hearings for conditional use permit
- Enterprise zone funding strategy completed
- Capital strategy board review & approval

December 2018:

- CUP decision (?)

January 2019:

- Demonstration of XI-G match to State of Oregon

February 2019:

- A&E design/build RFP

April 2019:

- State bond sale

July '19 – April '20:

- A&E, permitting stages

June 2020:

- Groundbreaking
- Advance marketing

June 2022:

- Project completion



FEDERAL LANDS AND INDIAN RESERVATIONS

- Bureau of Indian Affairs
- Bureau of Land Management / Wilderness
- Bureau of Reclamation
- Department of Defense (includes Army Corps of Engineers lakes)
- Fish and Wildlife Service / Wilderness
- Forest Service / Wilderness
- National Park Service / Wilderness

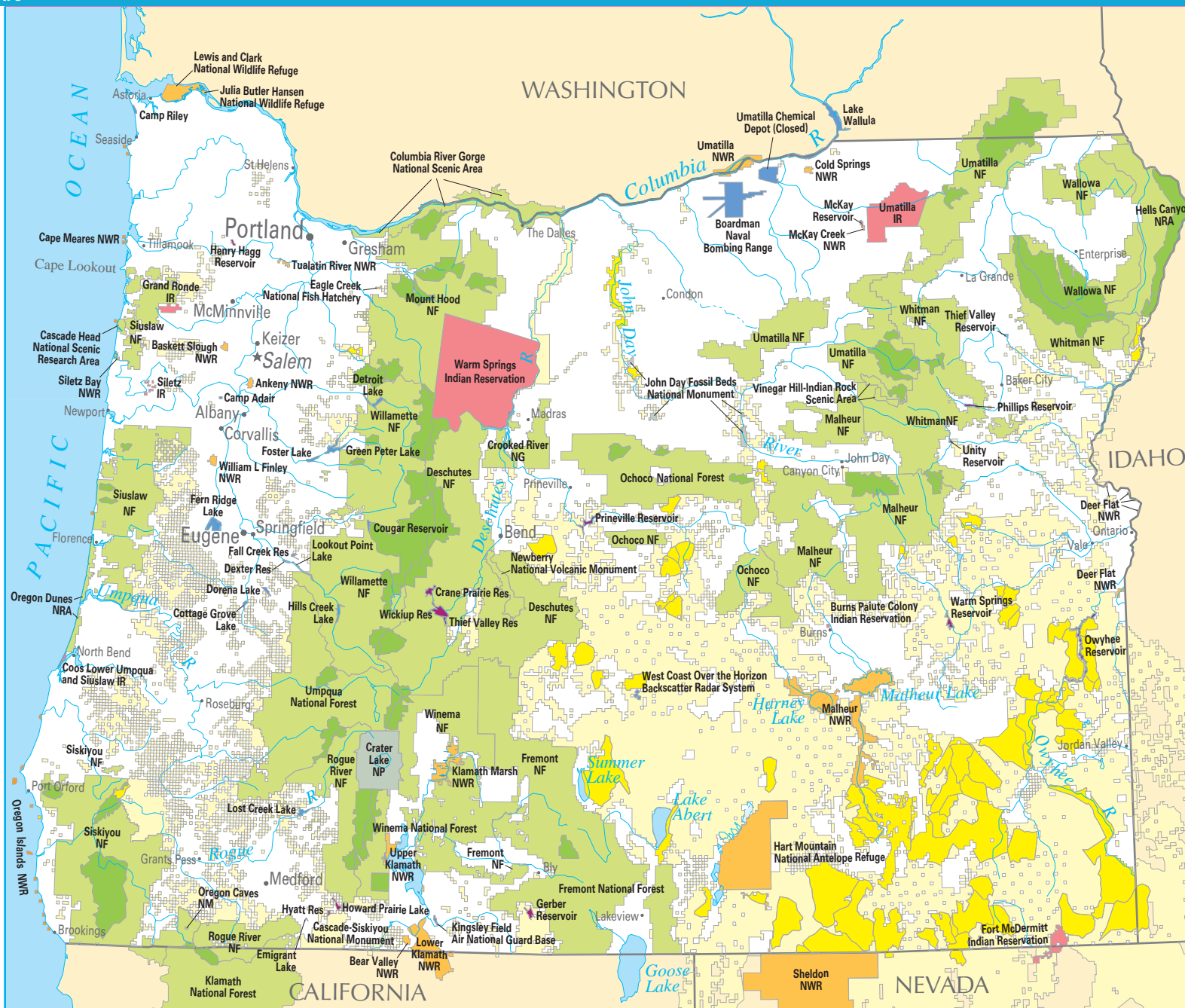
Some small sites are not shown, especially in urban areas.



Albers equal area projection

Abbreviations

- IR Indian Reservation
- NF National Forest
- NG National Grassland
- NM National Monument
- NP National Park
- NRA National Recreation Area
- NWR National Wildlife Refuge
- Res Reservoir





FEDERAL LANDS AND INDIAN RESERVATIONS

