#### AGENDA: REGULAR SESSION



WEDNESDAY, MAY 15, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

FORT DALLES READINESS CENTER CLASSROOM, 402 E. SCENIC DR., 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 and 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.

11:00 a.m.	CALL TO ORDERItems 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 AgendaDiscussion Items(Items of general Commission discussion, not otherwise listed on the Agenda) STP Agreement; NORCOR Inspection Resolution; Regional Solutions Recommendation; Fireworks Display Applications – Washington Ranch; Finance ReportConsent Agenda(Items of a routine nature: minutes, documents, items previously discussed.) Minutes: 5.1.2019 Regular Session
11:30 a.m.	Fee Schedule Ordinance
11:40 a.m.	Building Codes Ordinance
11:50 a.m.	<u>Title VI Plan</u> – Kayla Nelson
12:00 p.m.	Cyber Security Policy – Paul Ferguson
12:15 p.m.	MCEDD: Transportation Grant Application       Jessica Metta         STIF Services Contract       Jessica Metta
	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



PRESENT:	Steve Kramer, Chair
	Scott Hege, Vice-Chair
	Kathy Schwartz, County Commissioner
STAFF:	Kathy White, Executive Assistant
	Jeff Wallace, County Counsel
ABSENT:	Tyler Stone, Administrative Officer

At 11:00 a.m. Chair Kramer opened the Regular Session. Additions to the Discussion List:

Columbia Gorge Community College USDA Grant Letter of Support

#### Discussion Item – STP Agreement

Public Works Director Arthur Smith explained that this is a program in which the State receives the funding from the federal government and distributes it to the counties for road preservation work that includes chip sealing. He stated that since the federal government does not recognize that process, the Counties would not be able to use the funding for chip sealing were they to accept it directly from the federal government. Although, the state does take an administrative fee, it is still a great deal for the counties, allowing them to maintain their local road systems.

{{{Commissioner Schwartz moved to approve the Oregon Department of Transportation Agreement #33386 2019 Fund Exchange Agreement for Pavement Preservation in Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}}

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Discussion Item – NORCOR Inspection Resolution
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Ms. White stated that the Board recently inspected both the juvenile and adult portions of the Northern Oregon Regional Correctional facility as required by statute. The resolution is a formal documentation of that inspection stating that they

found nothing during the inspection to report to the District Attorney.

# {{{Vice-Chair Hege moved to approve Resolution 19-004 in the matter of the annual inspection of the Northern Oregon Regional Correctional facility. Chair Kramer seconded the motion which passed unanimously.}}}

Vice-Chair Hege observed that this year they used an inspection questionnaire developed by our insurance company to conduct the inspection. He commented that he thought it made for a more thorough inspection and he hopes we continue to use that tool. Commissioner Schwartz agreed, adding that they were able to talk to anyone they chose, including inmates, during the inspection; it went well. Chair Kramer commended Mr. Lindhorst for the job he is doing at NORCOR.

**Discussion Item – Regional Solutions Recommendation** 

Ms. White reminded the Board that in a previous communication, Nate Stice, Regional Director for Regional Solutions, asked the Board to make a recommendation for someone to represent the Cities of Wasco County on the Regional Solutions Committee for the North Central Oregon. The Board directed staff to reach out to all the municipalities in Wasco County to gauge interest in participation on that committee. In response to that outreach, Maupin Mayor Lynn Ewing and The Dalles Mayor Rich Mays expressed interest/willingness to serve in that capacity.

Chair Kramer pointed out that we have had a representative from the northern part of the county in that position for some time. He noted that both candidates are well qualified but he would like to recommend Mayor Ewing to give the southern part of the county an opportunity to participate.

#### \*\*\*The Board was in consensus to recommend Mayor Lynn Ewing to serve as the Cities of Wasco County representative on the Regional Solutions committee and directed staff to notify Mr. Stice of that decision.\*\*\*

Discussion Item –Fireworks Applications/Hold Harmless Agreement

Ms. White stated that this is the third consideration of these applications as the Board worked to explore concerns and answer questions. She explained that the packet now includes a Hold Harmless agreement to indemnify the County from damages that could result from the fireworks displays. In addition, Washington Ranch has provided documentation of insurance naming the County as also insured. The questions raised by the State Fire Marshall's office have all been answered to their satisfaction. She reminded the Board that the first display is scheduled for June and they will need time to process the applications through the

state, should the Board approve the applications.

Vice-Chair Hege reported that he spoke with the Director of Washington Ranch to determine how important the displays are to their operation. He said that he learned that it is an important component of the camping experience. He stated that it is a great organization that is very responsible in their activities.

Commissioner Schwartz stated that she is satisfied with the answers and comfortable with the relationship.

{{{Commissioner Schwartz moved to approve the applications submitted by Young Life Washington Ranch for nine Fireworks Display Permits associated with events taking place from June through August, 2019 and further move to approve the associated Hold Harmless Agreement between Young Life Washington Ranch and Wasco County contingent on Washington Ranch signing the Hold Harmless Agreement. Vice-Chair Hege seconded the motion which passed unanimously.}}

Discussion Item – Community College USDA Grant Letter of Support

Vice-Chair Hege explained that the Columbia Gorge Community College is applying for a USDA Grant to support distance learning. They are asking for a letter of support (attached) to submit with their application.

#### \*\*\*The Board was in consensus to send a letter of support for Columbia Gorge Community College's application for a USDA Grant.\*\*\*

**Discussion Item – Finance Report** 

Finance Director Mike Middleton reviewed the report included in the Board Packet. He stated that they should reach 100% of budget for property taxes by the end of the fiscal year; investments are at 200% of budget. He pointed out that there is an appearance of a significant overspend in the Surveyor's budget and explained that it is not an actual overspend but an accounting error that has been corrected.

Chair Kramer thanked Mr. Middleton for his work, commenting that the budget work this year has been exceptional.

Consent Agenda – 5.1.2019 Regular Session Minutes

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

#### Agenda Item – Fee Schedule Ordinance

Ms. White explained that the Fee Schedule Ordinance is reviewed annually and amended as necessary. This process usually takes place at the end of the year to capture any pass-through fees from the state which always take effect on January 1<sup>st</sup>. Since we will be taking on the Building Codes Program as of July 1<sup>st</sup>, it is necessary to recognize those fees in our Ordinance. Should there be internal or external fees needing adjustment, that will happen through the review at the end of the year at which time the Ordinance would come back to the Board for consideration.

Vice-Chair Hege said that he has received citizen input suggesting that it might be a good idea to have a separate Fee Schedule for Building Codes to keep the lines clear between that department and the rest of the County in case we move the program back to the State at some future date. He said that he thinks there may be some rules that allow constituents to call for a vote on Building Codes fees.

Mr. Wallace said that he thinks the Building Codes fees need to be recognized in the Ordinance but he will look into it further. Mr. Middleton said that he does not think that it would be a true separation; under that model the argument could be made that we need a separate ordinance for each department. He commented that it would only serve to complicate things and make more work without improving outcomes.

#### {{{Commissioner Schwartz moved to adopt Ordinance 19-003 in the matter of amending Wasco County's Uniform Fee Schedule for Various County Departments. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Building Codes Ordinance

Ms. White explained that Mr. Timmons may still have some questions regarding the Building Codes Ordinance; however, in order for it to be in effect when the County takes over the program on July 1<sup>st</sup>, it will need to be adopted today. She went on to say that she thinks the concerns are due to some miscommunication and that if changes need to be made, it can be brought back to the Board through this same process to adopt those amendments.

Vice-Chair Hege said that he received a comment suggesting that OAR Chapter 915 308 be added as a reference to the Ordinance. Ms. White responded that the Ordinance was reviewed by the State Building Codes office; they suggested that some references be removed as being too specific, while others were added. She said she thinks one that was removed at the State's suggestion was 308, but she would have to research to be sure.

{{{Chair Kramer moved to adopt Ordinance 19-002, an ordinance continuing the assumption of administration of the Building Inspection Program and setting forth programs for the enforcement of the Oregon Building Codes, including the Oregon Specialty Codes, Electrical and Plumbing. Vice-Chair Hege seconded the motion which passed unanimously.}}

Vice-Chair Hege reported that he met with the tri-counties and updated them on our progress in taking on the Building Codes Program. He said that there was not a lot of dialog; if they have interest in an arrangement with us, they will reach out. He said he believes that they are looking at their options.

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Agenda Item – Title VI Plan
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Ms. White explained that County Counsel has made a few revisions to the plan – mostly housekeeping items such as removing references to Washington State Department of Transportation or correcting the signature line references - none of the changes are substantive.

Finance Manager Kayla Nelson reported that the only finding in a recent Oregon Department of Transportation compliance review was that our Title VI Plan has not been updated in the last three years. She said that the plan before the Board today is basically the MCEDD Title VI plan reworked for Wasco County. Since we receive pass-through grant funding from ODOT, we are required to have a Title VI Plan in place; the plan must be updated every three years.

#### {{{Vice-Chair Hege moved to approve the 2019 Wasco County Title VI Plan with corrections as stated. Commissioner Schwartz seconded the motion which passed unanimously.}}

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Agenda Item – Cyber Security Policy
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Information Services Director Paul Ferguson explained that there have been processes and procedures the County has followed for cyber security but they have never been outlined in a formal policy. In order to renew our insurance, we need to have this policy in place. He said that they have been working on several policies that they will bring forward in the coming months, but this one has to be in place by June 15, 2019. He added that as they work on other aspects, this policy may be incorporated into a more encompassing policy. Much of what we practice is based on federal standards and CJIS (Criminal Justice Information System) requirements.

Commissioner Schwartz asked how someone would be able to identify a problem. Mr. Ferguson replied that most people know when something comes in that is out of the ordinary and they report it. He added that they offer trainings that cover it and about once each year he sends out information regarding phishing and suspicious emails. He said that it is not uncommon for his department to get calls from users saying that something is amiss.

Vice-Chair Hege asked what constitutes and incident. Mr. Ferguson responded that it is when something happens that requires a response. The form is used by IS to document the incident.

#### {{{Vice-Chair Hege moved to approve the Wasco County Cyber Security Incident Handling and Response Policy. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Chair Kramer called a recess at 11:49 a.m.

The Session reconvened at 11:54 a.m.

#### Agenda Item – Transportation Grant Application

Mid-Columbia Economic Development District Transportation Operations Director Charlotte Sallee explained that MCEDD Deputy Director Jessica Metta had been called away and would be unable to attend today's meeting. She said that she was only brought in for this 30 minutes ago but will do her best to answer any questions.

Ms. Sallee said that the ODOT Transportation Grant offers annual assistance to support transportation and land use planning. She stated that MCEDD had unsuccessfully applied in 2018 but were encouraged to reapply this year. The funds would go to build on the 2016 feasibility study to create a full plan with short and long-term guidance for the provision of services, capital improvements, etc. for the next 20 years. She explained that the County is the eligible entity and then would become the pass through agency; MCEDD would administer the grant. She stated that the application is due June 6, 2019 and will be awarded in August. She added that Statewide Transportation Improvement Funds will be used as the match for the ODOT grant – no additional funds will be needed. The total cost is \$125,000.

Vice-Chair Hege asked if Mr. Stone has seen this. Ms. White replied that he has and approves. The intent is for the Board to agree to the application submission and authorize Mr. Stone to electronically sign as it is an online application process. \*\*\*The Board was in consensus to submit the ODOT Transportation Grant application and authorized Administrative Officer Tyler Stone to digitally sign the application.\*\*\*

Agenda Item – STIF Services Contract

Consideration of the Statewide Transportation Improvement Fund Services Contract was postponed to the June 5<sup>th</sup> Session in order to have Ms. Metta in attendance.

**Commission Call** 

Vice-Chair Hege announced that Mid-Columbia Center for Living Executive Director Barbara Seatter is resigning. The Board is meeting next week to discuss next steps. He said that the construction project is proceeding well.

Chair Kramer reported that he recently attended a fire meeting in Wamic put on by Chief Magill and attended by representatives from the US Forest Service and Department of Forestry. He said that a citizen attending that meeting was upset about the illegal fireworks that are used in the Pine Hollow area. One of his complaints is a lack of response from local authorities. He said that he has offered to have a meeting and suggested that the next commission meeting work session might be a good opportunity for that.

Commissioner Schwartz asked what the specific concern is. Chair Kramer replied that people come to Pine Hollow with illegal fireworks and feel like they do not have to follow the rules. Vice-Chair Hege commented that no matter the outcome of the meeting, community education is in order.

Chair Kramer went on to say that the Crystal Creek restoration project got a summary judgement that allows the work to move forward for thinning. He said that it was not a project started with the Collaborative which is one of the reasons it ended up in court.

The session was adjourned at 12:11 p.m.

#### **Summary of Actions**

#### **MOTIONS**

- To approve the Oregon Department of Transportation Agreement #33386 2019 Fund Exchange Agreement for Pavement Preservation in Wasco County.
- To approve Resolution 19-004 in the matter of the annual inspection of the Northern Oregon Regional Correctional facility.

- To approve the applications submitted by Young Life Washington **Ranch for nine Fireworks Display Permits associated with events** taking place from June through August, 2019 and further move to approve the associated Hold Harmless Agreement between Young Life Washington Ranch and Wasco County contingent on Washington **Ranch signing the Hold Harmless Agreement.**
- To approve the Consent Agenda.
- To adopt Ordinance 19-002, an ordinance continuing the assumption of administration of the Building Inspection Program and setting forth programs for the enforcement of the Oregon Building Codes, including the Oregon Specialty Codes, Electrical and Plumbing.
- To approve the 2019 Wasco County Title VI Plan with corrections as stated.
- To approve the Wasco County Cyber Security Incident Handling and **Response Policy.**

#### **CONSENSUS**

- To recommend Mayor Lynn Ewing to serve as the Cities of Wasco County representative on the Regional Solutions committee and directed staff to notify Mr. Stice of that decision.
- To send a letter of support for Columbia Gorge Community College's application for a USDA Grant.
- To submit the ODOT Transportation Grant application and authorized Administrative Officer Tyler Stone to digitally sign the application.

Wasco County **Board of Commissioners** 

Steven D. Kramer

Scott C. Hege, Vice-Chair

Schwartz, County Commissioner



## **DISCUSSION LIST**

<u>STP AGREEMENT</u> – Arthur Smith

**NORCOR INSPECTION RESOLUTION** 

**REGIONAL SOLUTIONS RECOMMENDATION** – Kathy White

FIREWORKS DISPLAY APPLICATIONS

FINANCE REPORT – Mike Middleton



## **DISCUSSION ITEM**

### Surface Transportation Program Agreement

2019 FUND EXCHANGE AGREEMENT #33386

MOTION LANGUAGE

#### 2019 FUND EXCHANGE AGREEMENT Surface Transportation Program Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Wasco County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

#### RECITALS

- 1. By the authority granted in Oregon Revised Statute (ORS) <u>190.110</u>, <u>366.572</u> and <u>366.576</u>, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
- 2. Skyline Road, Sandlin Road, Wells Road, Chenowith Creek Road, Japanese Hollow Road, Eight Mile Road, Upper Eight Mile Road and Hood River Road are a part of the County road system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

#### TERMS OF AGREEMENT

- 1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with the paved surface restoration on the following county roads listed below under the jurisdiction and control of Agency, hereinafter referred to as "Project."
  - a. Skyline Road (TD city limits to Olney Road.).
  - b. Sandlin Road (Cherry Heights to end of the pavement, MP 0.77).
  - c. Wells Road (Cherry Heights to the end of the pavement, MP 1.04).
  - d. Chenowith Creek Road (Browns Creek to end\_ of the pavement, MP 1.15).
  - e. Japanese Hollow Road (Eight Mile Road to end of the pavement, 3.78).
  - f. Eight Mile Road (Hwy 197 to Pine Hollow Road).
  - g. Upper Eight Mile Road to end of the pavement, MP 3.10).
  - h. Hood River Road (Rock Creek Road to the end of the pavement, MP 0.45)
- 2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.

3. To assist in funding the Project, Agency has requested State to exchange 2019 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

#### \$94 state for \$100 federal

- 4. Based on this ratio, Agency wishes to trade \$287,702.00 federal funds for \$270,439.88 state funds.
- 5. The term of this Agreement shall begin upon execution and will terminate two years from the date that all required signatures are obtained unless extended by an executed amendment.
- 6. The Parties agree that the exchange is subject to the following conditions:
  - a. The federal funds transferred to State may be used by State at its discretion.
  - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
    - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
    - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
  - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
  - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$270,439.88. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
  - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
  - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

- g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS <u>279C.505</u>, <u>279C.515</u>, <u>279C.520</u>, <u>279C.530</u> and <u>279B.270</u> incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) <u>Title VI of Civil Rights Act of 1964</u>; (ii) <u>Title V and Section 504 of the Rehabilitation Act of 1973</u>; (iii) the <u>Americans with Disabilities Act of 1990</u> and ORS <u>659A.142</u>; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$270,439.88, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS <u>656.017</u> and provide the required Workers' Compensation coverage unless such employers are exempt under ORS <u>656.126</u>. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- I. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
  - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

- A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
  - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### 7. Americans with Disabilities Act Compliance:

- a. <u>State Highway</u>: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
  - Agency shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Agency shall follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated

signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstF orms1.aspx

- iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.
- b. Local Roads: For portions of the Project located on Agency roads or facilities that are not on or along a state highway:
  - i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/H
wyConstForms1.aspx;

Additional ODOT resources are available at: <u>http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.a</u> <u>spx</u>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that.
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement
- 8. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
- 9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
- 10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 20, 2017, as a part of the 2018-2021 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on April 4, 2019.

Wasco County/ODOT Agreement No. 33386

**WASCO COUNTY**, by and through its elected officials.

By\_\_\_\_\_ Commission Chair

Date\_\_\_\_\_

By Commissioner

Date\_\_\_\_\_

By\_\_\_\_\_

Commissioner

Date\_\_\_\_\_

#### **APPROVED AS TO FORM**

By \_\_\_\_\_ Counsel

#### Agency Contact:

Arthur Smith – Director of Public Works 2705 East 2<sup>nd</sup> St The Dalles, OR 97058-4097 (541) 506-2640 arthurs@co.wasco.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_ Region 4 Manager

Date \_\_\_\_\_

#### APPROVED FOR LEGAL SUFFICIENCY

Ву \_\_\_\_

Assistant Attorney General

Date \_\_\_\_\_

#### State Contact:

Paul Singer - Local Agency Liaison 63055 N. Highway 97, Bldg M Bend OR, 97703 (541) 410-2993 paul.singer@odot.state.or.us



#### MOTION

SUBJECT: Fund Exchange Agreement

I move to approve Oregon Department of Transportation Agreement #33386 2019 Fund Exchange Agreement for Pavement Preservation in Wasco County.



## **DISCUSSION ITEM**

**NORCOR Inspection** 

**COMPLETED INSPECTION FORM** 

**RESOLUTION 19-004 REPORTING ON NORCOR INSPECTION** 

MOTION LANGUAGE



citycounty insurance services cisoregon.org

**County Commissioners' Annual Correctional Facility Inspection Questionnaire** 

The following are questions that county commissioners can ask of correctional facility command staff prior to and during the annual physical inspection of the facility.

- 1. Does the jail participate in the voluntary Oregon Jail Standards (OJS)? Yes
- 2. Has this facility been inspected every two years pursuant to the guidelines of the Oregon State Sheriff's Association and the Oregon Jail Standards and Command Council?

a. Please provide the last two formal inspection reports prior to physical inspection.

 Please provide reports or report summaries for all required inspections. (i.e. fire marshal, health inspection, sheriff's inspection, grand jury, safety committee, D.O.C, and U.S Marshal)

- c. Is the facility providing law library access to all inmates, regardless of whether they are represented by an attorney? Kes, On telmate tablets. 3. What is the Jail Management System? (JMS) Executive Information Service a. How old is the system? Install August 2014 b. Is the IMS currently meeting the system?
- - c. Is there a better product on the market? Yes, During RFP found two other Venders with better product, but at twice the cost.

CLAIMS OFFICE + PO Box 1469, Lake Oswego, OR 97035 + Phone 503-763-3875 or 800-922-2684 ext 3875 + Fax 503-763-3901

A membership service of:



- 4. What is the total bed count for this facility?
  - a. How many dedicated male beds? Nariable 160
  - b. How many dedicated female beds?
  - c. What is the average daily population? 155
  - d. How many inmates were force released in the last year? 4/7
  - e. How many assaults occurred in the facility in the last year? (This must 17 Innet of include inmate vs inmate and inmate vs staff) 5 In make on Staff
  - f. How many total inmate grievances were filed last year? /0
  - g. How many grievances were decided in the favor of the inmate? 5

Who is your medical service provider?

- a. Is there a certified medical doctor (MD) or registered nurse (RN) on duty for a minimum of 4 hours per day, 7 days per week, and 365 days per year? RN - 10 hrs per day min PA - On fallin attend 16 Hr
- b. What is your pharmacy service? 148 Pharma certical Service
- When was the last time your on-site pharmacy was inspected? (Please provide a summary of that report.)
- d. Does your facility provide mental health services? Yes
- e. Please describe or provide a schedule that shows staffing levels for both medical services and mental health services.
   MH M-F 8-5
   Mwr 7Deve 6 AM 6 PM
- f. Is your facility ADA compliant?
- g. Is your facility Prison Rape Elimination Act (PREA) compliant? Please provide an inspection summary. Yes
- 5. What is your current security and non-security staffing levels?
  - a. Please provide a recent schedule. Please provide a schedule or describe the schedule of command or supervisory staff. (Command staff is considered sergeant, lieutenant and captain.)
  - b. Are the current staffing levels safe for both staff and the inmate  $\int_{a} \sqrt{C_{om}} M F$  population?

- 6. Who is your current food service provider?
  - a. Are meals dietician approved, as required by OJS? Yes, By vender
  - b. Are religious and medical diets available in this facility? Yes
  - c. What are your current inmate average calorie counts per meal? 2600 per day d. How many hot meals or cold meals are served per day? 2464 1 Cold

  - e. Do you provide inmate commissary? Does commissary include hygiene 2x Week items and food? Ves Hygene provided free each week

7. What is the overall condition of the facility? (Cleanliness, Clutter, Nuisance Contraband, Noise etc.)

Additional Comments

Inspection completed by



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE OF THE ANNUAL INSPECTION OF THE NORTHERN OREGON REGIONAL CORRECTIONAL FACILITIES

#### **RESOLUTION #19-004**

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

IT APPEARING TO THE BOARD, that pursuant to ORS 169.040(1) the Board of Commissioners of a County with a local correctional facility located therein is the inspector thereof; and

IT FURTHER APPEARING TO THE BOARD, that the above noted inspections must be conducted once per each regular term; and

IT FURTHER APPEARING TO THE BOARD, that on the 19<sup>th</sup> day of April, 2017 the Wasco County Board of Commissioners, consisting of Commission Chair Steven Kramer and County Commissioner Scott Hege, conducted a full inspection of the Northern Oregon Regional Correctional Juvenile Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARNING TO THE BOARD, that on the 1<sup>st</sup> day of May, 2019, members of the Wasco County Board of Commissioners, consisting of Commission Chair Steve Kramer, Vice-Chair Scott Hege and County Commissioner Kathleen Schwartz, conducted a full inspection of the Northern Oregon Regional Correctional Adult Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARING TO THE BOARD, that during said inspections the Board heard reports on the operation and function of NORCOR's Adult and Juvenile Detention Facilities; and

NOW, THEREFORE, IT IS HEREBY RESOLVED: That it appears NORCOR's Adult Corrections and Juvenile Detention Facilities are sufficiently clean, its health facilities are adequate, its inmates are sufficiently monitored and well disciplined, and the facilities appear in good operating order; and IT IS HEREBY FURTHER RESOLVED: That the Board of Commissioners' inspection found no deficiencies of the NORCOR operations; and

IT IS HEREBY FURTHER RESOLVED: That no report to the District Attorney is necessary.

Approved this 15<sup>th</sup> day of May, 2019

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, Vice-Chair

Brad Timmons, County Counsel

Kathleen B. Schwartz, County Commissioner



#### MOTION

**SUBJECT: NORCOR Inspection Resolution** 

I move to approve Resolution 19-004 in the matter of the annual inspection of the northern Oregon Regional Correctional Facility.



## **DISCUSSION ITEM**

**Regional Solutions Recommendation** 

STAFF MEMO



#### **MEMORANDUM**

SUBJECT: Regional Solutions Cities Representative Recommendation

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/7/2019

#### **BACKGROUND INFORMATION:**

In March of this year, Nate Stice, North Central Region Coordinator for Regional Solutions, sent the following communication:

With the departure of Steve Lawrence, we have a vacancy on the advisory committee for a Wasco County Cities' representative. The advisory committee traditionally has had one representative for each county and one cities' representative per county. In the past, we have asked the commissions to provide input on those appointments. These seats are typically held by a mayor, council member, or city manager.

I'd like to request the commission's input on the Wasco County cities' seat. As you know, the Governor has a strong interest in promoting equity and diversity on all state boards, and I'd ask that you apply that lens in your recommendations.

Thanks in advance for the Commission's recommendations.

Best,

Nate

On April 8 of this year, at the direction of the Board, I sent the following letter to the Cities of Antelope, Dufur, Maupin, Mosier, Shaniko and The Dalles:

Established by Executive Order and enacted by the legislature (ORS 284.752), Regional Solutions Centers are located throughout the State of Oregon to recognize the unique needs of each region and the importance of working locally to identify priorities, solve problems and seize opportunities to get projects done. Each Center works from the bottom up, integrating state agency work and funding to ensure that projects are finished as quickly and cost-effectively as possible.

Wasco County is looking for a Cities of Wasco County representative to serve on the Regional Solutions Advisory Committee. While the County does not make the appointment, the Board of Commissioners does make a recommendation for the appointment. If an elected official or city manager from City of The Dalles would be interested in accepting the opportunity to participate in moving projects forward in our region, please contact me as soon as possible.

Maupin Mayor Lynn Ewing and The Dalles Mayor Rich Mays have both responded with interest in serving in that capacity.

A consensus of the Board of Commissioners should direct staff to:

- 1. Prepare a letter recommending Mayor Ewing, Mayor Mays or someone who did not respond to serve as Cities Representative on Regional Solutions for Wasco County.
- 2. Prepare a letter recommending both Mayor Ewing and Mayor Mays to serve as Cities Representative on Regional Solutions for Wasco County with the Governor's Office making the final determination.
- 3. Prepare a letter notifying the Governor's Office that the Board of Commissioners has no recommendation for this position.

All directions should include authorization to apply electronic signatures to the correspondence.



## **DISCUSSION ITEM**

**Fireworks Applications** 

**STAFF MEMO** 

**APPLICATIONS** 

QUESTIONS/ANSWERS EMAIL COMMUNICATIONS

**OPERATOR'S CERTIFICATION** 

**BIG MUDDY FIRE & RESCUE 2018-2019 TRAINING SCHEDULE** 

HOLD HARMLESS AGREEMENT

PROOF OF INSURANCE

**MOTION LANGUAGE** 



#### **MEMORANDUM**

#### **SUBJECT:** Fireworks Display Permits

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/7/2019

#### **BACKGROUND INFORMATION:**

Young Life Washington Ranch has received permits for many years to hold a number of limited (under 2 minutes) fireworks displays on their property as part of their guest experience. These permits require review and approval by local law enforcement and fire authority officials before being submitted to the State Fire Marshall.

ORS 480.140 requires that any fireworks display "held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held . . ." Although Washington Ranch has a fire response team, they are not within a municipality or fire district and therefore cannot act as the Fire Authority to approve the fireworks displays; that authority lies with the Board of Commissioners or their designee.

In addition, we have prepared a Hold Harmless Agreement to shield Wasco County from liability that might be associated with the displays.



#### APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

#### OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee:	\$100	0231
OSF	M OFFIC	E USE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

#### CONTACT INFORMATION:

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

#### IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY. See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

ADDRESS	1 Muddy Rd		Antelope	OR	97001
	Street Address		City	State	Zip Code
BUSINESS PHONE #. 541-489	-3100	HOME PHONE #. 541-489-3100	FAX #. 541-306	-6639 E-MAIL WFR@WFR.Y	OUNGLIFE.ORG
		CATION Nat A	415		
NAME OF PERSON COMPL	ETING APPLIC	Signature Signature	790	Nathan Huff Printed	
ADDRESS	I Muddy Rd		Antelope	OR	97001
	Street Address		City	State	Zip Code
BUSINESS PHONE #. 541-489	9-3100 EXT 1128	HOME PHONE #	FAX #. 541-306-	6639 E-MAIL NHUFF@WFR	YOUNGLIFE.ORG
	5.85		and the second	Read Street	
DATE OF DISPLAY June 2	20, 2019		_TIME OF DISPL	AY 10:00 PM	
DION AV ADDRESS				0.0	07001
DISPLAY ADDRESS	1 Muddy Rd Street Address		Antelope City	OR	97001 Zip Code
					and the second se
LIMITED FIREWO	RKS	NAM	E OF WHOL	ESALER: Western Fin	eworks
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5	Mortars: 12" long HPDE DR11			1.1.1
Large Night Displays	5	Shells 1 3/4"	1 11		
Large Hight Displays			-		-
	-				
			1141		
			101		
	OP	ERATOR AND ASSIST	ANT INFOR	MATION	
				10000000	
DISPLAY OPERATOR					
				There are a set of the	
				PHONE541-489-3100 ext 11	28 AGE 29
DISPLAY OPERATOR NAME Nathan Huff ADDRESS	1 M	uddy Rd	Antelope	PHONE541-489-3100 ext 11 OR	28 AGE 29 97001

<b>OPERATOR ASSISTANT (Mi</b>	nimum of one assistant is required for	r each display)				
NAME Kory Brown			PHONE_	541-489-3100 ext 1180	_AGE_	39
ADDRESS	1 Muddy Rd	Antelope		OR		97001
	Street Address	City		State	2	Zip Code

#### COMPLETE A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
- Discharge Site: the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all
  dimensions of the discharge site.
- 3. **Display Site:** the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

## 

#### Distances to:

- Spectators 1: 644 Ft

MAP AREA - SHOW ALL DISTANCES

- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

#### Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIREWORKS DISPLAY SITE SIGNATURES

#### FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority           Dept. Name			Law Enforcement Dept. Name		
Address			Address			
City	State	Zip Code	City	State	Zip Code	
Phone#	FAX#		Phone#	FAX#		
E-Mail			E-Mail			
Authorized Signature_			Authorized Signature			
Print Name			Print Name			
Site Inspection Conduc	ted Yes No Date		_ Site Inspection Conducted  Yes  No Date			
Inspector Signature			Inspector Signature			

COMMENTS:

	FIREWORKS STORA	GE ADDRESS PRIOR TO T	HE DISPLAY	
	1 Muddy Rd Street Address	Antelope City	OR State	97001 Zip Code
Storage Facility Magazi	ine Type: IV List all Dates Fir	eworks will be at Storage Address: June 7 – Ju	ne 20, 2019	
NOTE: If fireworks ar	re delivered direct to the display site, indica FIRE AUTHORITY S	te the date they will be delivered	LOCATION	
Dept. Name		IGNATURE FOR STORAGE	LOCATION	
	FIRE AUTHORITY S	IGNATURE FOR STORAGE	C LOCATION State	Zip Code
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE City E-Mail	State	



#### APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

#### OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee: \$100	0231
OSFM OFFICE U	JSE ONLY

Zip Code

State

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

#### CONTACT INFORMATION:

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

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ADDRESS 1	Muddy Rd	A	ntelope		OR	97001
	treet Address		City		State	Zip Code
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #. 541-489-3100	FAX #. 541-306-66	539 E-MAIL	WFR@WFR.Y	OUNGLIFE.ORG
		1 the &	1 abos	and the set		
NAME OF PERSON COMPLET	FING APPLIC	Signature Signature	00	Nathan Huff Printed		
ADDRESS 1	1 Muddy Rd		ntelope	Filmed	OR	97001
S	treet Address		City		State	Zip Code
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #.	TAX # 641 206 66	00 E Mar	MINING ANICH	VOLDICI IEE AD.C
BUSINESS PHONE #. 541-489-3	5100 EXT 1128	HOME PHONE #.	FAX #. 541-306-66.	59 E-IMAIL	NHUFF@WFR.	YOUNGLIFE.ORG
DATE OF DISPLAY June 26,	2019		TIME OF DISPLAY	10:00 PM		
	1.7.1					
DISPLAY ADDRESS 1	I Muddy Rd	A	ntelope		OR	97001
S	treet Address		City		State	Zip Code
LIMITED FIREWOR	RKS	NAME	OF WHOLES	SALER: We	estern Fir	eworks
	Carton	Type of Fireworks	Carton	Type of Fir	eworks	Carton
Type of Fireworks	and the second se					Oursette
	Quantity	Mortars: 12" long HPDE DR11	Quantity			Quantity
Mortars & Shells	Quantity 5	Mortars: 12" long HPDE DR11 Shells 1 3/4"	Quantity			Quantity
Mortars & Shells	Quantity		Quantity			Quantity
Mortars & Shells	Quantity 5		Quantity			Quantity
Mortars & Shells	Quantity 5		Quantity			Quantity
Mortars & Shells	Quantity 5					Quantity
Mortars & Shells	Quantity 5		Quantity			Quantity
Mortars & Shells	Quantity 5 5	Shells 1 3/4" " "				Quantity
Mortars & Shells Large Night Displays	Quantity 5 5			ATION		Quantity
Mortars & Shells Large Night Displays	Quantity 5 5	Shells 1 3/4" " "		ATION		Quantity
Type of Fireworks Mortars & Shells Large Night Displays DISPLAY OPERATOR NAME Nathan Huff	Quantity 5 5	Shells 1 3/4" " "	NT INFORM		9-3100 ext 11	

CERTIFICATION NO. 1356						
OPERATOR ASSISTANT (N	Minimum of one assistant is required for	r each display)				
NAME Kory Brown			PHONE	541-489-3100 ext 1180	_AGE39	
ADDRESS	1 Muddy Rd	Antelope		OR	9700	)1
	Street Address	City		State	Zip (	Code

City

Street Address

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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- Display Site: the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

## Tip Line Tower De tine De tine

## Distances to:

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MAP AREA - SHOW ALL DISTANCES

- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority		Dept. Name	Law Enforcement	
Address		_	Address		
City	State	Zip Code	City	State	Zip Code
Phone#	FAX#		Phone#	FAX#	
E-Mail			E-Mail		
Authorized Signature			Authorized Signature		
Print Name			Print Name		
Site Inspection Conducte	ed Yes No Date		Site Inspection Conducted	I Ves No Date_	
Inspector Signature			Inspector Signature		

COMMENTS:

	FIREWORKS STORA	GE ADDRESS PRIOR TO T	THE DISPLAY	
	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code
NOTE: If fireworks	are delivered direct to the display site, indica FIRE AUTHORITY S	te the date they will be delivered	E LOCATION	
Dept. Name		IGNATURE FOR STORAGI	E LOCATION	
	FIRE AUTHORITY S	IGNATURE FOR STORAGI	E LOCATION State	Zip Code
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGI		Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGI		Zip Code



ADDRESS

## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee: \$100	0231
OSFM OFFICE	USE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

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OR

97001

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ADDRESS 1	Muddy Rd		Antelope	OR	97001
S	Street Address		City	Stat	e Zip Code
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #. 541-489-3100	FAX #. 541-306-6639	E-MAIL WFF	@WFR, YOUNGLIFE.ORG
NAME OF PERSON COMPLET	TING APPLIC	CATION NA	tas Nath	an Huff	
		Signature (		rinted	
	1 Muddy Rd		Antelope	OR	Col. K. H. K.
3	Street Address		City	Stat	e Zip Code
BUSINESS PHONE #. 541-489-3	3100 EXT 1128	HOME PHONE #.	FAX #. 541-306-6639	E-MAIL NHU	FF@WFR.YOUNGLIFE.ORG
DATE OF DISPLAY July 2, 2	2019		TIME OF DISPLAY 10	:00 PM	
DISPLAY ADDRESS	1 Muddy Rd		Antelope	OR	97001
Contraction of the second se			C'1.	<b>1</b> 10.4	7' 0 1
S	treet Address		City	Stat	
S		NAM	City E OF WHOLESAI		
S		Type of Fireworks			rn Fireworks
S LIMITED FIREWOF Type of Fireworks	RKS Carton	Type of Fireworks Mortars: 12" long HPDE DR11	E OF WHOLESAI	ER: Weste	rn Fireworks
S LIMITED FIREWOF Type of Fireworks Mortars & Shells	Carton Quantity	Type of Fireworks	E OF WHOLESAI	ER: Weste	rn Fireworks
S LIMITED FIREWOF Type of Fireworks Mortars & Shells	Carton Quantity 5	Type of Fireworks Mortars: 12" long HPDE DR11	E OF WHOLESAI	ER: Weste	rn Fireworks
S LIMITED FIREWOF Type of Fireworks Mortars & Shells	Carton Quantity 5	Type of Fireworks Mortars: 12" long HPDE DR11	E OF WHOLESAI	ER: Weste	rn Fireworks
S LIMITED FIREWOF Type of Fireworks Mortars & Shells	Carton Quantity 5	Type of Fireworks Mortars: 12" long HPDE DR11	E OF WHOLESAI	ER: Weste	rn Fireworks
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S LIMITED FIREWOF Type of Fireworks Mortars & Shells	Carton Quantity 5 5	Type of Fireworks Mortars: 12" long HPDE DR11	E OF WHOLESAI	ER: Weste Type of Firewor	rn Fireworks
s LIMITED FIREWOF	Carton Quantity 5 5	Type of Fireworks Mortars: 12" long HPDE DR11 Shells 1 3/4" " "	E OF WHOLESAI	ER: Weste Type of Firewor	rn Fireworks

	Street Address	City		State	Zip Code
CERTIFICATION NO. 135	56				
OPERATOR ASSISTANT	(Minimum of one assistant is required for	each display)			
NAME Kory Brown			PHONE_	541-489-3100 ext 1180	_AGE39
ADDRESS	1 Muddy Rd	Antelope		ÖR	97001
The second	Street Address	City		State	Zip Code

Antelope

1 Muddy Rd

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# Pine Tower Total State Cip Line Optime Tower Total State State Optime Tower Total<

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Discharge Area:

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## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority		Dept. Name	Law Enforcement	1.1
Address			Address		
City	State	Zip Code	City	State	Zip Code
Phone#	FAX#		Phone#	FAX#	
E-Mail			E-Mail		
Authorized Signatur	e		Authorized Signature		
Print Name			Print Name		
Site Inspection Conc	lucted Yes No Da	e	Site Inspection Conducted	Yes No Date_	
Inspector Signature			Inspector Signature		

COMMENTS:

	FIREWORKS STORA	AGE ADDRESS PRIOR TO T	THE DISPLAY	
	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code
NOTE: If fireworks	are delivered direct to the display site, indic	ate the date they will be delivered	E LOCATION	
Dept. Name			E LOCATION	
			E LOCATION State	Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code

Revised 10/2016



## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee:	\$100	0231
OSF	M OFFICE	USE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

## CONTACT INFORMATION:

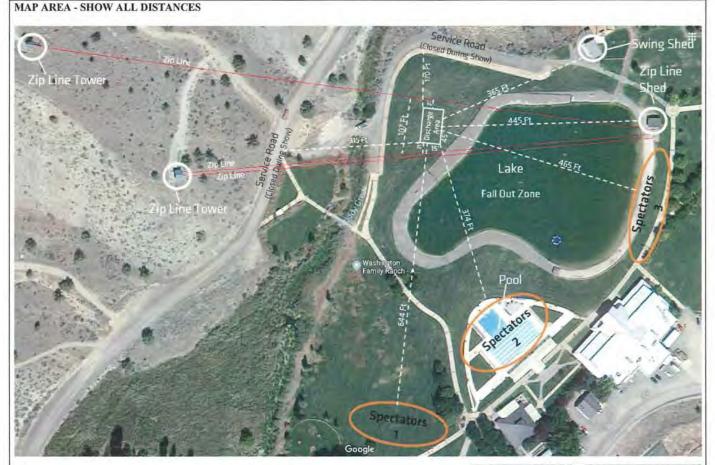
Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

## IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY. See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

ADDRESS 1	Muddy Rd		Antelope			OR	97001
S	treet Address		City			State	Zip Code
BUSINESS PHONE #. 541-489-3	100 1	HOME PHONE #. 541-489-3100	FAX #.	541-306-6639	E-MAIL	WFR@WFR.Y	DUNGLIFE.ORG
NAME OF PERSON COMPLE	TING APPLIC		Hat	Natha	n Huff		
		Signature (		Pi	rinted	-	Sec. 1
	I Muddy Rd		Antelope	_	_	OR	97001
2	treet Address		City			State	Zip Code
BUSINESS PHONE #. 541-489-	3100 EXT 1128	HOME PHONE #	FAX #. 5	541-306-6639	E-MAIL	NHUFF@WFR.	YOUNGLIFE.ORG
DATE OF DISPLAYJuly 4, 2	2019		TIME OF	DISPLAY 10	:00 PM		
DISPLAY ADDRESS	Muddy Rd		Antologia			OR	97001
CARDENALD FRAME FOR A LU MALE MA	treet Address		Antelope City		_	State	Zip Code
LIMITED FIREWOR	RKS	NA		HOLESAL	ER: W	estern Fir	
Type of Fireworks	Carton Quantity	Type of Fireworks	Cart Quan	54.55	Type of Fir	eworks	Carton Quantity
Mortars & Shells	5	Mortars: 12" long HPDE DR1	1				Quantity
Large Night Displays	5	Shells 1 3/4"					
			- 101				
	OPF	CRATOR AND ASSIS	TANT IN	FORMAT	ION		
DISPLAY OPERATOR	UII	And on most		I ORUMIN			
NAME Nathan Huff				PHON	NE 541-48	9-3100 ext 112	28 AGE 29
ADDRESS	1 Mu	uddy Rd	Antelope			OR	97001
	Street	Address	City			State	Zip Cod
CERTIFICATION NO. 1356							

NAME Kory Brown			PHONE 541-489-3100 ext 118	0AGE39
ADDRESS	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
- Discharge Site: the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all dimensions of the discharge site.
- Display Site: the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.



## Distances to:

- Spectators 1: 644 Ft
- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



# FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority		Dept. Name	Law Enforcement	
Address			Address		
City	State	Zip Code	City	State	Zip Code
Phone#	FAX#		Phone#	FAX#	
E-Mail			E-Mail		
Authorized Signature_			Authorized Signature		_
Print Name			Print Name		
Site Inspection Conduc	ted Yes No Date_		Site Inspection Conducte	ed 🛛 Yes 🗖 No Date_	
Inspector Signature			Inspector Signature		

COMMENTS:

		SIGNATURES	and the second s	
	FIREWORKS STORA	AGE ADDRESS PRIOR TO T	HE DISPLAY	
	1 Muddy Rd Street Address	Antelope City	OR State	97001 _ Zip Code
Storage Facility Magazi	ne Type: IV List all Dates Fi	reworks will be at Storage Address: June 7 - Ju	ly 4, 2019	
NOTE: If fireworks are	e delivered direct to the display site, indic	ate the date they will be delivered		
	FIRE AUTHORITY S	IGNATURE FOR STORAGE	LOCATION	
Dept. Name		IGNATURE FOR STORAGE	LOCATION	
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE	State	Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code
Dept. Name Address Phone#	FIRE AUTHORITY S	IGNATURE FOR STORAGE City E-Mail	State	Zip Code



## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee:	\$100	0231
OSF	M OFFICE	USE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

## CONTACT INFORMATION:

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State

Zip Code

## IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY. See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

ADDRESS 1	Muddy Rd	Ar	telope		OR	97001
	treet Address		City		State	Zip Code
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #. 541-489-3100	FAX #. 541-306-66	539 E-MAIL	WFR@WFR.Y	OUNGLIFE.ORG
and the second second	to Markania	1/2 2	1.15-			
NAME OF PERSON COMPLET	ING APPLIC		15	Nathan Huff Printed		
ADDRESS	Muddy Rd	Signature A	ntelope	Printed	OR	97001
	treet Address		City		State	Zip Code
BUSINESS PHONE #. 541-489-3	100 EXT 1128	HOME PHONE #.	FAX #. 541-306-66	39 E-MAIL	NHUFF@WFR	YOUNGLIFE.ORG
				10.00 014		
DATE OF DISPLAY July 8, 2	019		FIME OF DISPLAY	10:00 PM		
DISPLAY ADDRESS	Muddy Rd		ntelope		OR	97001
	treet Address		City		State	Zip Code
LIMITED FIREWOR	KS	NAME	OF WHOLES	SALER W	estern Fir	
Type of Fireworks	Carton	Type of Fireworks	Carton	Type of Fir	_	Carton
Type of Fireworks	Quantity	Type of Fireworks	Quantity	Type of Fit	reworks	Quantity
Mortars & Shells	5	Mortars: 12" long HPDE DR11				
	5	Shells 1 3/4"				-
Large Night Displays	5		(			-
and the second						
		EDATOD AND ACCISTA	NT INFORM	ATION		
	OPI	ERATOR AND ASSISTA	NT INFORM	ATION		
DISPLAY OPERATOR	OPI	ERATOR AND ASSISTA	NT INFORM	ATION		
DISPLAY OPERATOR NAMENathan Huff	OPI	ERATOR AND ASSISTA			89-3100 ext 11	28_AGE_29

OPERATOR ASSISTANT	Г (Minimum of one assistant is required for	r each display)			_	
NAME Kory Brown			PHONE	541-489-3100 ext 1180	_AGE_	39
ADDRESS	1 Muddy Rd	Antelope		OR		97001
STATISTICS.	Street Address	City		State	4	Zip Code

City

Street Address

CERTIFICATION NO. 1356

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
- 2. Discharge Site: the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all dimensions of the discharge site.
- Display Site: the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

## Tip time Tower Tip time Tower

## Distances to:

- Spectators 1: 644 Ft

MAP AREA - SHOW ALL DISTANCES

- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority		Dept. Name	Law Enforcement	1
Address			Address		
City	State	Zip Code	City	State	Zip Code
Phone#	FAX#		Phone#	FAX#	
E-Mail			E-Mail		
Authorized Signature_			Authorized Signature		
Print Name			Print Name		
Site Inspection Conduc	tted Ves No Date _		Site Inspection Conducted	Yes No Date	
Inspector Signature			Inspector Signature		

COMMENTS:

	FIREWORKS STORA	GE ADDRESS PRIOR TO T	HE DISPLAY	
	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code
NOTE: If fireworks a		ate the date they will be delivered	122-12-T	
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE	122-12-T	
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE	LOCATION	Zin Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE	State	Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE City E-Mail	State	Zip Code



## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee: \$100	0231
OSFM OFFICE	USE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

## CONTACT INFORMATION:

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

## IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY. See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

ADDRESS 1	Muddy Rd		Antelope		OR	97001
	treet Address		City	- 0	State	Zip Code
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #. 541-489-3100	FAX #. 541-306-6639	E-MAIL	WFR@WFR.Y	OUNGLIFE.ORG
NUME OF BURGON COMPLET		1/1 A	Natha	** **		
NAME OF PERSON COMPLET	ING APPLIC	Signature	-	in Huff		
ADDRESS	Muddy Rd	Signature y	Antelope	Inted	OR	97001
S	treet Address		City		State	Zip Code
BUSINESS PHONE #. 541-489-3	3100 EXT 1128	HOME PHONE #.	FAX #. 541-306-6639	E-MAIL	NHUFF@WFR.	YOUNGLIFE.ORG
DATE OF DISPLAY July 15,	2019			:00 PM		
DIGDI AV ADDRESS	M. H. P.I		Autotica		OR	97001
	Muddy Rd treet Address		Antelope City		State	Zip Code
LIMITED FIREWOR	KS	NAM	E OF WHOLESAL	ER: W	estern Fir	
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fin	reworks	Carton Quantity
the state to control which and the	5	Mortars: 12" long HPDE DR11				
Mortars & Shells						
Mortars & Shells Large Night Displays	5	Shells 1 3/4"				-
	5					
	5					
	5					
PURCHARE DE REFEREE		ERATOR AND ASSIST	CANT INFORMAT	ION		

ADDRESS	1 Muddy Rd	Antelope		OR	97001
	Street Address	City		State	Zip Code
CERTIFICATION NO. 1356					
OPERATOR ASSISTANT (	Minimum of one assistant is required fo	r each display)		1. C. C. C.	
NAME Kory Brown			PHONE_	541-489-3100 ext 1180	_AGE39
ADDRESS	1 Muddy Rd	Antelope		OR	97001
	Street Address	City		State	Zip Code

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

# Part Part

## Distances to:

- Spectators 1: 644 Ft

MAP AREA - SHOW ALL DISTANCES

- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Law Enforcement Dept. Name	
Address	-
Code City State Zip C	Code
Phone# FAX#	_
E-Mail	_
Authorized Signature	
Print Name	_
Site Inspection Conducted 🗖 Yes 🗖 No Date	
Inspector Signature	
ip (	Dept. Name         Address         City       State         Zip Code         City       State         Phone#       FAX#         E-Mail         Authorized Signature         Print Name         Site Inspection Conducted       Yes         No       Date

COMMENTS:

	FIREWORKS STORA	AGE ADDRESS PRIOR TO T	THE DISPLAY	
	1 Muddy Rd Street Address	Antelope City	OR State	97001 Zip Code
Storage Facility Magaz	ine Type: IV List all Dates Fir	reworks will be at Storage Address: July 1 – Ju	ıly 15, 2019	
10000 100				
NOTE: If fireworks a		ate the date they will be delivered		
	FIRE AUTHORITY S	IGNATURE FOR STORAGI		
Dept. Name		IGNATURE FOR STORAGI		
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGI		Zip Code
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE	E LOCATION State	Zip Code
Dept. Name Address Phone#	FIRE AUTHORITY S	IGNATURE FOR STORAGI City E-Mail	E LOCATION State	Zip Code

Revised 10/2016



## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee: \$100	0231
OSFM OFFICE U	SE ONLY

Zip Code

State

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395 CONTACT INFORMATION:

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: SFM.LP@state.or.us

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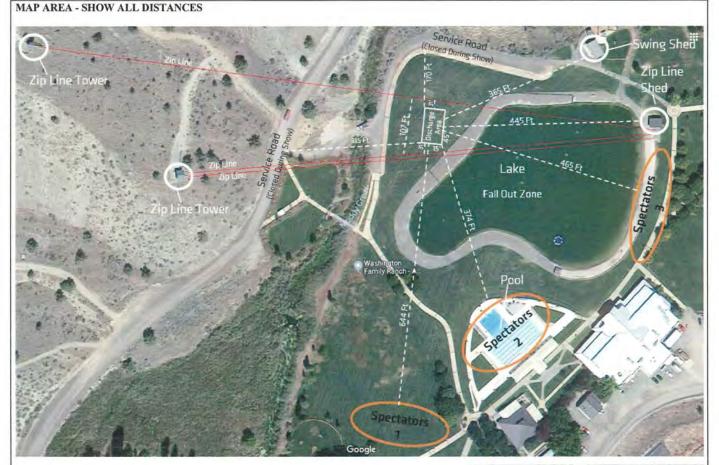
ADDRESS 1	Muddy Rd		Antelope	OF	97001
	treet Address		City	Sta	
BUSINESS PHONE #. 541-489-3	100	HOME PHONE #. 541-489-3100	FAX #. 541-306-6	639 E-MAIL WI	R@WFR.YOUNGLIFE.ORG
NAME OF DEDGON COMPLET		11 tito H	4	N. d. IX CO	
NAME OF PERSON COMPLET	TING APPLIC	Signature	00	Nathan Huff Printed	
ADDRESS	1 Muddy Rd	7 Signature 7	Antelope	O	R 97001
S	treet Address		City	Sta	te Zip Code
BUSINESS PHONE #. 541-489-3	3100 EXT 1128	HOME PHONE #.	FAX # 541-306-66	39 E-MAIL NH	UFF@WFR.YOUNGLIFE.ORG
DATE OF DISPLAY July 22,	2010		TIME OF DISPLAY	10:00 PM	
DATE OF DISPLAT_JULY 22,	2019		_TIME OF DISPLAT	10.00 FW	
DISPLAY ADDRESS	I Muddy Rd		Antelope	0	R 97001
	treet Address	1	City	Sta	
LIMITED FIREWOR	RKS	NAM	E OF WHOLE	SALER: West	ern Fireworks
Type of Fireworks	Carton	Type of Fireworks	Carton	Type of Firewo	
	Quantity	Mortars: 12" long HPDE DR11	Quantity		Quantity
Mortars & Shells	5	Shells 1 3/4"			
Large Night Displays	5	" "	- C		
			11-2-4		
	-	-	-		
		22	1.111		
	OP	ERATOR AND ASSIST	ANT INFORM	ATION	
DISPLAY OPERATOR					
				PUICE	
NAME Nathan Huff				PHONE 541-489-3	100 ext 1128 AGE 29

CERTIFICATION NO. 1356					
OPERATOR ASSISTANT (	Minimum of one assistant is required for	each display)			
NAME Kory Brown			PHONE	541-489-3100 ext 1180	_AGE
ADDRESS	1 Muddy Rd	Antelope		OR	97001
	Street Address	City		State	Zip Code

City

Street Address

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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## Distances to:

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- Spectators 3: 465 Ft
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- Service Road E: 170 Ft

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- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name	Fire Authority				Law Enforcement Dept. Name			
Address			Address		_			
City	State	Zip Code	City	State	Zip Code			
Phone#	FAX#		Phone#	FAX#				
E-Mail			E-Mail					
Authorized Signature			Authorized Signature					
Print Name			Print Name					
Site Inspection Conduct	red 🔲 Yes 🔲 No Date _		Site Inspection Conducted	Yes No Date_				
Inspector Signature			Inspector Signature					

COMMENTS:

	FIREWORKS STORA	GE ADDRESS PRIOR TO T	THE DISPLAY	
	1 Muddy Rd Street Address	Antelope City	OR State	97001 _ Zip Code
Storage Facility Maga	zine Type: IV List all Dates Fir	eworks will be at Storage Address: July 1 – Ju	ly 22, 2019	
NOTE: If fireworks		te the date they will be delivered	and the second second	
Dept. Name	FIRE AUTHORITY S	IGNATURE FOR STORAGE	and the second second	
	FIRE AUTHORITY S	IGNATURE FOR STORAGE	and the second second	Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE	E LOCATION	
Dept. Name Address Phone#	FIRE AUTHORITY S	IGNATURE FOR STORAGE City E-Mail	E LOCATION State	Zip Code

Revised 10/2016



## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee:	\$100	0231
OSF	M OFFICE	USE ONLY

Zip Code

State

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

CONTACT	INFORMATION:	

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

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ADDRESS	1 Muddy Rd	1	Antelope	OR	97001
	Street Addre	SS	City	State	Zip Code
BUSINESS PHONE #.	541-489-3100	HOME PHONE #. 541-489-310	0 FAX #. 541-306-6639	E-MAIL WFR@WFR.YC	UNGLIFE.ORG
NAME OF PERSON O	COMPLETING ADD	LICATION 11th	HAT Na	than Huff	
NAME OF PERSON (	.OMPLETING APP	Signature	Na	Printed	
ADDRESS	1 Muddy Ro	d	Antelope	OR	97001
	Street Addre	SS	City	State	Zip Code
BUSINESS PHONE #.	541-480-3100 EVT 1	128 HOME PHONE #	FAX #. 541-306-6639	E-MAIL NHUFF@WFR.Y	OUNGLIEF ORG
boshtess money.	541-469-5100 EXT 11	120 HOMETHORE	1111 *, 541-500-0055	E WALL MIGHT WITCH	OUTOLII L.OKO
DATE OF DISPLAY_	July 29, 2019		TIME OF DISPLAY	10:00 PM	
DISPLAY ADDRESS_	1 Muddy Ro Street Addre		Antelope City	OR	97001 Zip Code
I IMPED EID	and the second se			and the second se	
LIMITED FIR			ME OF WHOLESA		
Type of Firewor	ks Carton Quantit	a A B a second second	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shell		Mortars: 12" long HPDE DF			
Large Night Dis	plays 5	Shells 1 3/4"			
0 0					
		DED ATOD AND ACCI	OT ANT INFORMA	TION	
DIGET AN OPERATO		PPERATOR AND ASSI	STANT INFORMA	TION	
DISPLAY OPERATO	ĸ				
NAME Nathan Huff			PH	IONE 541-489-3100 ext 112	8AGE29
ADDRESS		I Muddy Rd	Antelope	OR	97001
		Street Address	City	State	Zip Co
CERTIFICATION NO.	1356				
OPERATOR ASSIST	ANT (Minimum of or	ne assistant is required for each dis	play)		
NAME Kory Brown			PH	IONE 541-489-3100 ext 118	0 AGE 39

City

Street Address

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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# Zu ur Swing Shell Zip Line Tower Jug dr Dig Line Tower J

## Distances to:

- Spectators 1: 644 Ft

MAP AREA - SHOW ALL DISTANCES

- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Dept. Name			Dept. Name	Law Enforcement	
Address			Address		
City	State	Zip Code	City	State	Zip Code
Phone#	FAX#		Phone#	FAX#	
E-Mail			E-Mail		
Authorized Signature			Authorized Signature		
Print Name			Print Name		
Site Inspection Conduct	ed 🛛 Yes 🗖 No Date _		Site Inspection Conducted	Yes No Date_	
Inspector Signature		_	Inspector Signature		

COMMENTS:

	FIREWORKS STOR	AGE ADDRESS PRIOR TO	THE DISPLAY	
	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code
NOTE: If fireworks	are delivered direct to the display site, indic FIRE AUTHORITY S	ate the date they will be delivered	E LOCATION	
Dept. Name		IGNATURE FOR STORAG	E LOCATION	
	FIRE AUTHORITY S	IGNATURE FOR STORAG	E LOCATION State	Zip Code
Dept. Name	FIRE AUTHORITY S	City		Zip Code
Dept. Name Address	FIRE AUTHORITY S	City E-Mail		



ADDRESS

1 Muddy Rd

Street Address

## APPLICATION FOR LIMITED 1.4G FIREWORKS DISPLAY PERMIT

## OFFICE OF STATE FIRE MARSHAL OREGON STATE POLICE

Fee: \$100	0231
OSFM OFFICE U	ISE ONLY

MAIL CHECKS AND APPLICATIONS TO: Office of State Fire Marshal Regulatory Services Unit – Fireworks Program P.O. Box 4395 Unit 09 Portland OR 97208-4395

CONTACT	INFORMATION:	

Office of State Fire Marshal Regulatory Services Unit – Fireworks Program Phone: 503-934-8274 or 8272 Fax: 503-373-1825 Email: <u>SFM.LP@state.or.us</u>

OR

State

97001

Zip Code

## IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY. See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

ADDRESS	1 Muddy Rd		Antelope		OR	97001
	Street Address	the state of the s	City	1	State	Zip Code
BUSINESS PHONE #. 541-489	-3100 1	HOME PHONE #. 541-489-3100	FAX #. 541-306	-6639 E-MAIL	WFR@WFR.Y	OUNGLIFE.ORG
		ATION Nath 4	tops			
NAME OF PERSON COMPLI	ETING APPLIC	ATION Signature		Nathan Huff Printed	-	
ADDRESS	1 Muddy Rd	Signature 7	Antelope	Timed	OR	97001
	Street Address		City		State	Zip Code
BUSINESS PHONE #. 541-489	9-3100 EXT 1128	HOME PHONE #.	FAX #. 541-306-	6639 E-MAIL	NHUFF@WFR	YOUNGLIFE.ORG
DATE OF DISPLAY Aug 2	8, 2019		TIME OF DISPLA	Y 10:00 PM		
DISPLAY ADDRESS	1 Muddy Rd		Antelope		OR	97001
DISFERT ADDRESS	Street Address		City		State	Zip Code
LIMITED FIREWO	RKS	NAM	E OF WHOL	ESALER: We	estern Fi	
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fir	eworks	Carton Quantity
Mortars & Shells	5	Mortars: 12" long HPI				
Large Night Displays	5	Shells 1 3/4"				
Large Night Displays						
	-11-			(i)		
				A		
	OPE	RATOR AND ASSIST	TANT INFOR	MATION		
DISPLAY OPERATOR			1.			
NAME Nathan Huff				PHONE541-48	9-3100 ext 11	28 AGE 29
ADDRESS	1 Mu	ddy Rd	Antelope		OR	97001
		Address	City		State	Zip Cod
CERTIFICATION NO. 1356						

Antelope

City

- 1. Fall-Out Area: the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
- Discharge Site: the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all
  dimensions of the discharge site.
- 3. Display Site: the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance: from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

# MAP AREA - SHOW ALL DISTANCES

## Distances to:

- Spectators 1: 644 Ft
- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



ving Shed

Zip Line Shed

## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Fire Authority Dept. Name			Law Enforcement Dept. Name			
Address			Address			
City	State	Zip Code	City	State	Zip Code	
Phone#	FAX#		Phone#	FAX#	_	
E-Mail			E-Mail			
Authorized Signature			Authorized Signature			
Print Name			Print Name			
Site Inspection Conducted	H Yes No Date		Site Inspection Conducted	Yes No Date_		
Inspector Signature			Inspector Signature			

COMMENTS:\_\_

	FIREWORKS STORA	GE ADDRESS PRIOR TO T	HE DISPLAY	
	1 Muddy Rd	Antelope	OR	97001
	Street Address	City	State	Zip Code
NOTE: If fireworks a	re delivered direct to the display site, indica FIRE AUTHORITY S	te the date they will be delivered	LOCATION	
Dept. Name		IGNATURE FOR STORAGE	LOCATION	
	FIRE AUTHORITY S	IGNATURE FOR STORAGE	C LOCATION State	Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code
Dept. Name Address	FIRE AUTHORITY S	IGNATURE FOR STORAGE		Zip Code

From: Nathan Huff Sent: Thursday, May 02, 2019 5:58 PM To: 'Steve Kramer' <<u>stevek@co.wasco.or.us</u>> Subject: RE: Office of State Fire Marshal

Hi Steve,

Thanks for getting those concerns to us, we appreciate it. Most of the answers you're looking for are in **bold.** I'm hoping this covers all the questions you have, anything that was missing, and anything that might have been in doubt.

As for OAR 837-012-850, I do have a couple small questions but they are not pressing. After review of the document, other than the couple questions I have, there doesn't seem to be anything we are not already complying with. I know we also do an indemnification letter every year as well. Please feel free to let me know if there are specific things you would like me to address.

The application information that was missing follows:

- Mortars size: 12in long (HDPE DR11) <u>http://pyroboom.com/products.aspx?name=mortars</u>
- Shell size: 1.75in diameter (1.4G)

Last, I attached a copy of my **Limited Operator Certification** so you can see I have it. The storage container we have I believe meets the requirements for a type IV. Transportation is done by **Roadrunner Express** from the wholesaler to the storage container (we do not transport it). Operational safety measures that take place during the shoot besides OAR and ORS statutes would be far **larger launch and fall out zones than required and electronic ignition** (<u>http://pyroboom.com/products.aspx?name=firing</u>). As for a fire agency capable of fire suppression, I've attached a copy of our fire team training for further review.

I hope this information is more than sufficient and I am more than willing to keep answering questions to make sure we are doing things correctly and abiding by all statutes required of us.

Thank you again for working with us and I look forward to hearing back.

Nathan Huff Canyon Guest Services <u>nhuff@wfr.younglife.org</u> (541) 489-3100 Ext. 1128

From: Steve Kramer [mailto:stevek@co.wasco.or.us] Sent: Thursday, May 02, 2019 5:30 AM To: Nathan Huff <<u>nhuff@wfr.younglife.org</u>> Subject: Fwd: Office of State Fire Marshal

Good morning Nathan,

This is the information we received yesterday morning, my fellow commissioners want applications complete, and all of Mr Sullivan's thoughts addressed.

Thank you. I'm available by phone or text today. Steve.

Sent from my iPad

Begin forwarded message:

From: Kathy Schwartz <<u>kathys@co.wasco.or.us</u>> Date: May 1, 2019 at 06:40:03 PDT To: <u>scotth@co.wasco.or.us</u>, Steve Kramer <<u>stevek@co.wasco.or.us</u>> Subject: Fwd: Office of State Fire Marshal

Sent from my iPad

Begin forwarded message:

From: "Sullivan, Kevin N" <<u>KSulliv@osp.oregon.gov</u>> Date: April 30, 2019 at 5:26:54 PM PDT To: Kathy Schwartz <<u>kathys@co.wasco.or.us</u>> Cc: "Sullivan, Kevin N" <<u>KSulliv@osp.oregon.gov</u>> Subject: Office of State Fire Marshal

# **RE:** APPLICATIONS FOR FIREWORKS DISPLAYS, YOUNG LIFE'S WASHINGTON FAMILY RANCH, WASCO COUNTY

Wasco County Commissioner Schwartz:

Thank you for reaching out to our office regarding these applications and your concerns for wildfire prevention. Attached are several documents which should provide additional clarification.

• Note that ORS 480.140 permits Wasco County as the approving authority to allow or deny a fireworks display if, after proper inspection, it is deemed hazardous to property or may endanger persons.

• Note that ORS 480.150 permits Wasco County to require liability insurance, or an irrevocable letter of credit issued by an insured institution to mitigate liabilities to the County. This is a reasonable requirement, and I would encourage you to consider implementing this as a County regulation.

 Link to OAR 837-012-850 concerning fireworks displays: <u>https://secure.sos.state.or.us/oard/viewSingleRule.action;JSESSIONID</u> OARD=I6RwkoyjAzMohoOQDVPMI6eo4VF14Hyp76zxkDPtHdSdloeX05xs!-1281346129?ruleVrsnRsn=205995 • Note that this area does not have a fire agency recognized by the Office of State Fire Marshal as capable of fire suppression efforts.

As it pertains to the submitted application(s):

Albeit the application was processed by our office, it appears to be incomplete: the size and type of mortars & shells is not indicated, and therefore, the minimum separation distances for outdoor displays cannot be determined.

Additionally, the information submitted by the applicant is in sufficient to demonstrate that safety requirements can be met in accordance with the applicable ORS & OARs, and with the standard for fireworks displays referenced by the *Oregon Fire Code*, NFPA 1123, 2010 Edition. This includes proof of outdoor operator certifications and qualifications, storage and transport requirements, and operational safety measures during the shoot, etc.

I am happy to assist you as we move forward to ensure a reasonable degree of fire and life-safety is met.

Thank You!

Kevin Sullivan Deputy State Fire Marshal Oregon Office of State Fire Marshal Oregon State Police Cell 503.559.8551 kevin.sullivan@state.or.us www.oregon.gov/osp/sfm Premier Public Safety Services

## 2 Attachments

## LIMITED OPERATOR CERTIFICATION FOR DISPLAY OF FIREWORKS

## Nathan Huff

has met certification requirements of Oregon Administrative Rules for Display 837-012-0700 through 837-012-0970.

No. 1356

Valid: 7/14/2017

Expires: 7/14/2020

Department of State Police Office of State Fire Marshal This certification does not authorize the purchase or sale of fireworks.



# 2018-19 Training Schedule

# September

Sepie					
•	6 <sup>th</sup>	1300 hrs	Orientation, ICS, Safety, Documentation, Comm., PPE		
•	$20^{th}$	1300 hrs	Fundamentals		
Octob	ber				
•	4 <sup>th</sup>	1300 hrs	Engine Operator Driving		
•	18 <sup>th</sup>	1300 hrs	Engine Pump Ops, Ladder Ops		
Nove					
•	1 <sup>st</sup>	1300 hrs	Hydronics		
•	$15^{th}$	1300 hrs	Tools		
•	$29^{th}$	1300 hrs	Fire Ground- Automotive		
Dece	mber				
•	13 <sup>th</sup>	1300 hrs	Skills catch up		
Janua					
•	10 <sup>th</sup>	1300 hrs			
•	$24^{th}$	1300 hrs	EMS Assistance		
February					
•	7 <sup>th</sup>	1300 hrs	HAZMAT Classroom		
March					
•	7 <sup>th</sup>	1300 hrs	MCI Classroom		
•	21 <sup>nd</sup>	1300 hrs	Fire Ground- Condos		
April					
•	16 <sup>th</sup>	1300 hrs	Life Flight LZ training		
•	18 <sup>th</sup>	1300 hrs	Engine Ops refresher		
May					
•	23 <sup>rd</sup>	1300 hrs	Wildland Preseason		

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (hereinafter referred to as the "*Agreement*") is made and entered into as of the 15<sup>th</sup> day of May, 2019, by and between Young Life Washington Family Ranch and Wasco County, Oregon, with an address at 511 Washington Street, The Dalles, Oregon 97058 (the "County").

## WITNESSETH:

WHEREAS, Young Life Washington Family Ranch desires to put on fireworks displays on June 20, June 26, July 1, July 2, July 4, July 8, July 15, July 22, July 29 and August 28, 2019; and

WHEREAS, Young Life Washington Family Ranch seeks to apply for Permits from the Oregon Office of State Fire Marshall (the "Permits") to do so;

WHEREAS, the Permits require review and approval by local fire authority officials;

WHEREAS, pursuant to ORS 480.140 all fireworks displays "held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held," rendering the County the local fire authority for purposes of the Permits;

NOW, THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

## SECTION 1. SCOPE OF AGREEMENT

As consideration for County's review and approval of Young Life Washington Family Ranch's application for Permits, Young Life Washington Family Ranch agrees to the following:

- 1. Young Life Washington Family Ranch agrees to indemnify and hold harmless the County from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property resulting from the negligent acts of Young Life Washington Family Ranch, or any employee, agent, contractor, or subcontractor, or anyone directly or indirectly employed by or through them, or anyone for whose acts they may be liable.
- 2. Young Life Washington Family Ranch agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. Young Life Washington Family Ranch shall provide County

with a certificate of insurance at least two weeks prior to the first fireworks display. County shall be listed on the certificate of insurance and will be deemed as additional insured pursuant to this Agreement.

- 3. Young Life Washington Family Ranch shall secure and maintain any and all licenses, Permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated. Young Life Washington Family Ranch shall exercise full and complete authority over its personnel, shall comply with all federal, state, county and municipal laws, ordinances, rules, Permits and regulations.
- 4. Young Life Washington Family Ranch agrees to maintain a fire response team which will be present and active for each fireworks display.
- 5. This Agreement does not constitute County's approval of the Permits.

## SECTION 2. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Venue of any litigation shall be exclusively in Wasco County, Oregon.

## SECTION 3. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

WASCO COUNTY, OREGON

By:

Steven D. Kramer, Commission Chair

Brad Timmons Wasco County Counsel

Young Life Washington Family Ranch

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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## MOTION

**SUBJECT: Fireworks Applications** 

I move to approve the applications submitted by Young Life Washington Ranch for nine Fireworks Display Permits associated with events taking place from June through August, 2019 and further move to approve the associated Hold Harmless Agreement between Young Life Washington Ranch and Wasco County.



# **DISCUSSION ITEM**

**April Finance Report** 

DIRECTOR'S REPORT

APRIL FINANCIALS

FEBRUARY/MARCH INVESTMENT RECONCILIATION

FEBRUARY/MARCH RECONCILIATION REPORT

## Wasco County Financial Report – For April 2019

This report covers through April 2019 – the 10<sup>th</sup> month of the fiscal year FY19. The statements are not audited and are for management use. To analyze the amounts, a good measure is the straight-line assumption. This may not be appropriate for all revenues and expenses, but it is a good starting place. For April, the straight-line assumption for budget execution is 83.3%

The reports were not processed for March; April should be viewed as a summary of the two months. The reports where not created due to time constraints.

## **Discussion of Revenue**

## General Fund

- Property Taxes are 96.4% of the budgeted amount compared with 98.4% at this point last year. The percentage would be higher, but a Budget Adjustment was approved by the BOCC to increase the expected Property Tax by \$473K. With historical trends, this will come in during May and June.
- Licenses, Fees and Permits are executing at 86.2% compared to 78.7% at this time last year. The current amount is \$192K more than last year at this same time. The driving force is the Solid Waste Host Fee as noted in prior months. This should come in at about \$90K more than budgeted.
- Intergovernmental Revenue Non single audit has remained behind last year. As mentioned in prior reports, this is primarily due to the marijuana distribution. The marijuana distribution for the 3<sup>rd</sup> quarter was just over \$23K. At this pace, the projected ending balance for the fiscal year should be about \$89K. This is taken into account for the FY20 budget build process. Overall, the category is \$96K behind last year, of this the Marijuana distribution is \$100K behind last year, so the other lines of revenue are making up the difference.
- Net investment earnings are now \$148K with an execution rate of 201.0% after the mark to market adjustment. The adjustment is a non-cash transaction done to meet Governmental Accounting Standards Board reporting requirements. Interest earnings – an actual cash transaction - are now \$262K with an execution rate of 290.9%. At this rate, the actual interest earnings should reach \$265K by year end.
- County Clerk revenues are only executing at 68.1%. This is behind last fiscal year's execution rate of 103.0% and also \$16K behind. This is primarily due to Recording Fees being down \$20K from last fiscal year.
- The Sheriff's Office Emergency Management has state revenue budgeted to fund the program. This amount budgeted in FY19 is \$47,465 – none of which has been received as of 3/27/19. This does not match up with the patter of receipts from last fiscal year. Finance staff are investigating this issue. Due to time constraints related to the Budget Process this has not been analyzed yet
- Sheriff's Office Law Enforcement is \$24K less than last year and executing at 57.8% vs 75.7% last year. The low number is driven by the OPRD contract paying at \$13k less than last year at

this time. This is related to staffing difficulties in the Sheriff's Office. The Sheriff is working to remedy that situation.

- Planning is at a budget execution of 109.8%. This amount is \$198K more than last fiscal year at this time.
  - A bit misleading as the budget was increased by \$150K for Construction Excise Tax flow through. This has brought in \$125K to date. This is only for this year and will be a part of the Building Codes budgets in the next fiscal year. With this considered, the actual amount over last year is \$73K and the execution rate is actually higher adjusted budget execution 133.6%
- Public Works Surveyor has a budget execution of 718.2%. This is due to the ORMAP grant received that was not budgeted here. Finance was reviewing to move to where it was planned to appear. This entry was done but backwards. It is being corrected in May. It makes the Surveyor revenue overstated by \$96K and a matching understatement will be in the Public Works fund of \$96K.
- Youth Services/Prevention Division has a budget execution of 186.4%. This is due to 1065 Corrections Assess revenue coming in at \$42K when only 25K was budgeted. Nearly \$7K of the amount is due to FY18 work – as discussed in prior reports. This has been considered in the FY20 budget build.
  - Further, there has been \$14K for payroll reimbursement for work with Norcor. This is a continuation of the service discussed in the February report. This was not considered in the budget as it was not known when it was built. This is time the Youth Services Director is working with the Juvenile aspect of Norcor.

Public Works Fund

- Interest earned and recognized is executing at 163.8% or \$46K. This is offset by the non-cash mark-to-market adjustment. Current net budget execution is 79.2%
- Motor Vehicle Funds are coming in as planned and the amount is currently at 74.5% budget execution. Due to timing, this is as planned.
- Grant Reimbursements are understated by \$96K. This is due to an adjusting entry done backwards. The other side in the General Fund for the Public Works Surveyor. This is the ORMAP grant.
- Weed & Pest budget execution is still at 85.1%. This is \$9K more than last year at this point. There were no new revenues for Weed & Pest in February.

911 Communications

- Overall budget execution is 81.5% compared to 78.8% last fiscal year at this point. The revenues are \$151K more than last fiscal year.
- The 3<sup>rd</sup> quarterly phone tax revenue arrived and the total amount is now at 79.9% of budget. As this is quarterly, the expectation would be 75% but this is exceeded which means an additional \$17K towards the fund balance.

## CDBG Grant Fund

• The budget execution for revenue is at 69.4% - \$3.6M – and progressing as planned.

## County Fair Fund

- Total budget execution 100.4% \$10K more than last fiscal year.
- Donations have not come in for the current fiscal year. These typically start in May-June for the following Fair in August. This is budgeted at \$12K and currently has \$0 received. This was already noted in the February report.

All Other Funds

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

## **Discussion of Expense**

## General Fund

- Overall, the General Fund budget execution is 69.6% which is under the straight-line assumption of 83.3%.
- Transfers out are on track as budgeted.
  - Transfers to the Facilities Capital Replacement and Operating Reserve are behind the rate due to the budget changes approved by the BOCC. These will catch up at year end to the extent property tax reaches the revised projections.
- All departments are under the straight-line assumption except Public Works Surveyor & Watermaster. The amounts of the budgets are small and the issue was caused by supplies purchased which caused a spike.

## Public Works Fund

- Overall, the Public Works fund is executing at 72.6% this is below the straight-line assumption. Public Works Personnel is executing at 80.1% of budget. This is under the straight-line assumption but ahead of the 75.3% execution last year at this time.
  - This is despite the overtime paid in February due to the weather. The Overtime budget line has been exceeded by \$12K currently executing at 139.2%. Personnel will need to be monitored closely in the remaining 2 months.
  - The amount in personnel is \$47K more than last fiscal year at this time.
- Materials & Services are at 68.6% compared to 74.1% last fiscal year
  - The dollar increase is \$16K
- Weed & Pest is executing at 75.7% compared to 69.6% last fiscal year. The overall spending is \$8K more.

CBDG Fund

• Budget execution is 89.5% - the project is nearing completion so this is expected

#### All Other Funds

• All other funds are within the budgetary straight-line assumption or expectations.

#### Summary

Personnel costs across all funds are at 78.4% budget execution. County Fair & Parks funds are over the straight-line assumption due to insurance costs – the funds split an employee and a change was made to the employee's insurance coverage. The expected overage is covered by savings in other areas.

Last fiscal year the budget execution was 80.2%. The value of the year to year increase as of April 30<sup>th</sup> is \$110K.

Materials & Services across all funds is at 68.7% execution. This is \$406K more than last fiscal year. All funds going above the straight-line assumption have been discussed above. All the budgets are proceeding as planned.

Capital spending has reached 19.9% budget execution. The CDBG Grant fund increased \$1.4M to \$3.3M since the February report. This is progress on the Center For Life building.

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

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

In the Investing report, it shows the net revenue execution as 138.2%. This is right on target and considers the non-cash mark-to-market adjustment. As of April, \$624K in interest was received for the year to date. This is \$320K more than last year at this time. The Mark to Market amount decreased in March.

#### Reconciliations

The reconciliations for February and March are included in this report packet. The Investing Reconciliations are a separate file. All reconciliations have been reviewed with the County Administrator and the County Treasurer. Additionally the Investment Committee has reviewed the Investment reports.



 Filters

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 (Multiple Items)

	Data						
		Current Actual	Prior Year Actual	Current Year Budget	Prior Year Budget		Current Year - Prio
Account	Current Budget	YTD	YTD	Executed	Executed	Change	Year
Revenue							
GENERAL FUND							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R							
CURRENT TAXES	9,249,136	8,914,529	8,441,392	96.4%	98.4%	5.6%	473,136.7
PRIOR YEARS TAXES	280,000	186,565	184,132	66.6%	36.0%	1.3%	2,433.3
PILT	30,000	-	358	0.0%	1.2%	-100.0%	(357.9
PROPERTY TAXES-R Total	9,559,136	9,101,094	8,625,882	95.2%	94.6%	5.5%	475,212.1
LICENSES FEES & PERMITS-R	1,121,435	966,908	775,262	86.2%	78.7%	24.7%	191,646.0
INTERGOV'T REV - NON SINGLE AUDIT-R	592,774	460,876	556,611	77.7%	107.7%	-17.2%	(95,734.4
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R							
INTEREST EARNED	90,000	261,814	113,970	290.9%	284.9%	129.7%	147,843.9
UNSEG TAX INTEREST EARNED	200	191	42	95.4%	21.0%	353.4%	148.7
MARK-TO-MARKET	-	(80,695)	-	#DIV/0!	#DIV/0!	#DIV/0!	(80,694.9
INVESTMENT EARNINGS-R Total	90,200	181,310	114,012	201.0%	283.6%	59.0%	67,297.3
RENTS-R	11,800	10,380	10,333	88.0%	102.0%	0.5%	46.5
MISCELLANEOUS-R							
COLUMBIA BASIN NURSING HOME PAYMENTS	40,000	40,000	40,000	100.0%	100.0%	0.0%	-
MISC RECEIPTS	2,000	48,947	32,051	2447.3%	#DIV/0!	52.7%	16,895.5
RETURNED CHECK CHARGE	300	350	545	116.7%	181.7%	-35.8%	(195.0
MISC REVENUE	-	143	358	#DIV/0!	#DIV/0!	-60.0%	(214.
CONSTRUCTION EXCISE TAX (CET)	105,501	150,344	120,791	142.5%	119.4%	24.5%	29,552.0
MISCELLANEOUS-R Total	147,801	239,784	193,745	162.2%	136.9%	23.8%	46,038.0
TRANSFERS IN-R	680,000	503,820	504,976	74.1%	76.0%	-0.2%	(1,156.3
GENERAL FUND RESOURCES-R Total	12,206,346	11,464,172	10,780,822	93.9%	93.9%	6.3%	683,350.3



		Current Actual	Prior Year Actual	Current Year Budget	Prior Year Budget		Current Year - Prior
Account	Current Budget	YTD	YTD	Executed	Executed	Change	Year
NON-DEPARTMENTAL RESOURCES-R Total	12,206,346	11,464,172	10,780,822	93.9%	93.9%	6.3%	683,350.32
ASSESSMENT & TAXATION-R	19,450	33,780	30,705	173.7%	147.6%	10.0%	3,075.03
COUNTY CLERK-R							
COUNTY CLERK-R	163,500	116,319	135,454	71.1%	107.6%	-14.1%	(19,134.75)
ELECTIONS-R	15,800	5,735	2,739	36.3%	32.8%	109.3%	2,995.48
COUNTY CLERK-R Total	179,300	122,054	138,193	68.1%	103.0%	-11.7%	(16,139.27)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	32,870	43,803	55.7%	74.3%	-25.0%	(10,933.00)
MARINE PATROL-R	56,154	58,617	56,315	104.4%	100.9%	4.1%	2,301.48
LAW ENFORCEMENT-R	277,860	160,577	176,111	57.8%	75.7%	-8.8%	(15,533.06)
SHERIFF-R Total	392,979	252,064	276,229	64.1%	79.5%	-8.7%	(24,164.58)
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	107,250	89,783	104,542	83.7%	97.5%	-14.1%	(14,758.50)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,250	1,410	5,195	112.8%	142.3%	-72.9%	(3,784.95)
FACILITIES-R	287,095	250,592	212,044	87.3%	87.1%	18.2%	38,547.08
ADMINISTRATIVE SERVICES-R Total	395,595	341,784	321,781	86.4%	90.8%	6.2%	20,003.63
ADMINISTRATION-R	469,101	279,307	246,329	59.5%	88.0%	13.4%	32,978.26
DISTRICT ATTORNEY-R	221,484	142,374	141,105	64.3%	61.4%	0.9%	1,269.49
PLANNING-R	311,980	342,407	144,753	109.8%	75.3%	136.5%	197,653.64
PUBLIC WORKS-R							
SURVEYOR-R	14,200	113,520	14,185	799.4%	116.3%	700.3%	99,335.00
WATERMASTER-R	1,865	1,865	1,865	100.0%	100.0%	0.0%	-
PUBLIC WORKS-R Total	16,065	115,385	16,050	718.2%	114.1%	618.9%	99,335.00
PREVENTION DIVISION-R		· · ·	· · ·				· · · · · · · · · · · · · · · · · · ·
YOUTH SERVICES-R							
LICENSES FEES & PERMITS-R	2,500	1,454	2,075	58.2%	83.0%	-29.9%	(621.00)
INTERGOV'T REV - NON SINGLE AUDIT-R	38,500	56,008	36,248	145.5%	94.2%	54.5%	19,759.33
MISCELLANEOUS-R		· · ·	· · ·				· · · · · · · · · · · · · · · · · · ·
CEOJJC TRAVEL REMIBURSEMENT	1,000	-	500	0.0%	50.0%	-100.0%	(500.00)
MISC RECEIPTS	2,875	1,225	2,627	42.6%	#DIV/0!	-53.4%	(1,402.00)
PAYROLL REIMBURSEMENT	-	14,290	-	#DIV/0!	#DIV/0!	#DIV/0!	14,289.60
PHOTO/DIGITAL COPY FEES	300	292	375	97.3%	125.0%		(83.25)
MISCELLANEOUS-R Total	4,175	15,806	3,502	378.6%	269.4%		12,304.35
FINES & RESTITUTION-R	-	9,995	-	#DIV/0!	#DIV/0!	#DIV/0!	9,994.94
CONTRIBUTIONS & DONATIONS-R	-	925	7,475	#DIV/0!	#DIV/0!	-87.6%	(6,550.05)
YOUTH SERVICES-R Total	45,175	84,188	49,300	186.4%	116.5%		34,887.57
PREVENTION DIVISION-R Total	45,175	84,188	49,300	186.4%	116.5%		34,887.57



				Current			
				Year	<b>Prior Year</b>	Year to	
		<b>Current Actual</b>	Prior Year Actual	Budget	Budget	Year %	<b>Current Year - Prior</b>
Account	Current Budget	YTD	YTD	Executed	Executed	Change	Year
GENERAL FUND Total	14,257,475	13,177,515	12,145,266	92.4%	92.7%	8.5%	1,032,249.09
Revenue Total	14,257,475	13,177,515	12,145,266	92.4%	92.7%	8.5%	1,032,249.09



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	Data						
				Current			
				Year	Prior Year		
		Current Actual	Prior Year Actual	Budget	Budget	Year %	Current Year -
Account	Current Budget	YTD	YTD	Executed	Executed	Change	Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	791,428	646,036	626,094	81.6%	81.8%	3.2%	19,941.96
COUNTY CLERK-E							
COUNTY CLERK-E	236,970	196,564	186,975	82.9%	85.4%	5.1%	9,589.37
ELECTIONS-E	101,438	63,374	64,245	62.5%	62.4%	-1.4%	(871.13)
COUNTY CLERK-E Total	338,408	259,938	251,219	76.8%	78.0%	3.5%	8,718.24
SHERIFF-E							
EMERGENCY MANAGEMENT-E	96,702	50,454	73,434	52.2%	53.6%	-31.3%	(22,979.21)
MARINE PATROL-E	56,154	29,972	32,677	53.4%	57.6%	-8.3%	(2,704.94
LAW ENFORCEMENT-E	2,161,418	1,589,438	1,752,551	73.5%	80.0%	-9.3%	(163,112.96)
SHERIFF-E Total	2,314,274	1,669,864	1,858,661	72.2%	77.9%	-10.2%	(188,797.11)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	1,044,918	853,856	709,789	81.7%	71.1%	20.3%	144,067.24
COUNTY COMMISSION-E	215,719	178,356	172,472	82.7%	83.3%	3.4%	5,884.27
EMPLOYEE & ADMINISTRATIVE SERVICES-E	950,953	755,355	689,551	79.4%	77.2%	9.5%	65,803.92
FACILITIES-E	1,639,338	513,200	531,465	31.3%	58.1%	-3.4%	(18,264.31
ADMINISTRATIVE SERVICES-E Total	3,850,928	2,300,768	2,103,277	59.7%	69.8%	9.4%	197,491.12
ADMINISTRATION-E							
ADMINISTRATION-E	645,665	357,860	503,686	55.4%	70.4%	-29.0%	(145,825.90)
PASS-THROUGH GRANTS-E	321,885	123,988	137,257	38.5%	79.9%	-9.7%	(13,269.39
NORCOR-E	1,352,590	1,127,041	1,339,067	83.3%	91.1%	-15.8%	(212,026.10
VETERANS-E	142,599	115,079	117,071	80.7%	77.0%	-1.7%	(1,992.69
SPECIAL PAYMENTS-E	477,746	416,054	356,434	87.1%	82.2%	16.7%	59,620.68
ADMINISTRATION-E Total	2,940,485	2,140,022	2,453,516	72.8%	83.4%	-12.8%	(313,493.40
DISTRICT ATTORNEY-E	680,795	526,000	510,346	77.3%	72.8%	3.1%	15,653.95



				Current			
				Year	Prior Year	Year to	
		Current Actual	Prior Year Actual	Budget	Budget	Year %	Current Year -
Account	Current Budget	YTD	YTD	Executed	Executed	Change	Prior Year
PLANNING-E	993,905	696,992	540,429	70.1%	71.8%	29.0%	156,562.69
PUBLIC WORKS-E							
SURVEYOR-E	44,075	37,173	34,093	84.3%	71.3%	9.0%	3,080.50
WATERMASTER-E	3,730	3,168	2,775	84.9%	114.9%	14.2%	393.19
PUBLIC WORKS-E Total	47,805	40,341	36,867	84.4%	73.4%	9.4%	3,473.69
PREVENTION DIVISION-E	635,977	511,068	508,070	80.4%	82.1%	0.6%	2,998.59
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	248,918	207,432	153,323	83.3%	83.3%	35.3%	54,109.20
TRANSFER TO CAP ACQUISITION FUND	850,000	708,333	700,000	83.3%	100.0%	1.2%	8,333.30
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	1,150,000	708,333	700,000	61.6%	100.0%	1.2%	8,333.30
TRANSFER TO OPERATING RESERVE	1,150,500	708,333	700,000	61.6%	75.3%	1.2%	8,333.30
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	3,445,918	2,378,932	2,299,823	69.0%	89.8%	3.4%	79,109.10
GENERAL FUND EXPENDITURES-E Total	3,445,918	2,378,932	2,299,823	69.0%	89.8%	3.4%	79,109.10
NON-DEPARTMENTAL EXPENDITURES-E Total	3,445,918	2,378,932	2,299,823	69.0%	89.8%	3.4%	79,109.10
GENERAL FUND Total	16,039,923	11,169,959	11,188,300	69.6%	79.3%	-0.2%	(18,341.17)
Expense Total	16,039,923	11,169,959	11,188,300	69.6%	79.3%	-0.2%	(18,341.17)



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Cat	(Multiple Items)

	Data			Current			
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Year Budget	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R							
INTEREST EARNED	28,000	45,864	24,471	163.8%	69.9%	87.4%	21,393.3
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
MARK-TO-MARKET	-	(23,700)	-	#DIV/0!	#DIV/0!	#DIV/0!	(23,699.
INVESTMENT EARNINGS-R Total	28,000	22,164	24,471	79.2%	69.9%	-9.4%	(2,306.
TRANSFERS IN-R	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.
INTERNAL SERVICES-R	3,180	2,650	2,650	83.3%	83.3%	0.0%	-
PUBLC WORKS RESOURCES-R Total	31,180	24,814	221,778	79.6%	85.7%	-88.8%	(196,963.
NON-DEPARTMENTAL RESOURCES-R Total	31,180	24,814	221,778	79.6%	85.7%	-88.8%	(196,963.
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	12,000	10,569	10,912	88.1%	128.4%	-3.1%	(342.
INTERGOV'T REV - NON SINGLE AUDIT-R							
MOTOR VEHICLE FUNDS	2,449,182	1,824,718	1,470,745	74.5%	74.5%	24.1%	353,972.0
STATE GRANT/REIMBURSEMENT	75,000	(27,760)	54,240	-37.0%	108.5%	-151.2%	(82,000.
STP FUND EXHANGE	276,389	-	-	0.0%	0.0%	#DIV/0!	-
STATE PERMITS	-	838	-	#DIV/0!	#DIV/0!	#DIV/0!	838.
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,800,571	1,797,796	1,524,985	64.2%	66.5%	17.9%	272,810.
INTERGOV'T REV - SINGLE AUDIT-R	553,633	531,567	122,782	96.0%	100.0%	332.9%	408,785.
MISCELLANEOUS-R	1,000	8,865	13,242	886.5%	1324.2%	-33.1%	(4,376.
SALE OF FIXED ASSETS-R	10,000	5,000	401	50.0%	4.0%	1146.1%	4,598.



				Current			
				Year	<b>Prior Year</b>	Year to	
		<b>Current Actual</b>	Prior Year	Budget	Budget	Year %	<b>Current Year - Prior</b>
Account	<b>Current Budget</b>	YTD	Actual YTD	Executed	Executed	Change	Year
CHARGES FOR SERVICES-R	210,000	178,852	184,708	85.2%	115.4%	-3.2%	(5,855.93)
PUBLIC WORKS-R Total	3,587,204	2,532,649	1,857,030	70.6%	71.6%	36.4%	675,619.14
WEED & PEST-R							
CHARGES FOR SERVICES-R	225,000	232,052	200,104	103.1%	91.0%	16.0%	31,948.36
WEED & PEST-R Total	225,000	232,052	200,104	103.1%		16.0%	31,948.36
PUBLIC WORKS-R Total	3,812,204	2,764,702	2,057,134	72.5%	73.1%	34.4%	707,567.50
PUBLIC WORKS FUND Total	3,843,384	2,789,516	2,278,912	72.6%	74.2%	22.4%	510,603.70
Revenue Total	3,843,384	2,789,516	2,278,912	72.6%	74.2%	22.4%	510,603.70
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,819,046	1,457,880	1,410,481	80.1%	75.3%	3.4%	47,398.96
MATERIALS & SERVICES-E	1,369,985	940,449	923,966	68.6%	74.1%	1.8%	16,482.28
CAPITAL OUTLAY-E	30,000	26,588	7,659	88.6%	3.3%	247.1%	18,929.00
PUBLIC WORKS-E Total	3,219,031	2,424,917	2,342,107	75.3%	69.8%	3.5%	82,810.24
WEED & PEST-E							
PERSONAL SERVICES-E	101,551	89,460	87,035	88.1%	88.6%	2.8%	2,424.94
MATERIALS & SERVICES-E	145,600	109,964	104,808	75.5%	66.2%	4.9%	5,155.58
CAPITAL OUTLAY-E	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
WEED & PEST-E Total	247,151	199,424	191,843	80.7%	68.1%	4.0%	7,580.52
PUBLIC WORKS-E Total	3,466,182	2,624,340	2,533,950	75.7%	69.6%	3.6%	90,390.76
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	1	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
NON-DEPARTMENTAL EXPENDITURES-E Total	1	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
PUBLIC WORKS FUND Total	3,466,183	2,624,340	4,533,950	75.7%	80.4%	-42.1%	(1,909,609.24)
Expense Total	3,466,183	2,624,340	4,533,950	75.7%	80.4%	-42.1%	(1,909,609.24)



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	Data						
				Current Year	Prior Year	Vear to	
		Current Actual	Prior Year Actual	Budget	Budget	Year %	Current Year - Prior
Account	Current Budget	YTD	YTD	•	Executed	Change	Year
Revenue	current budget	110		Excedica	Excented	enange	i cui
911 COMMUNICATIONS FUND	1 102 501	072 101	021 702	81.5%	78.8%	18.4%	151 200 50
	1,193,501	973,181	821,782	81.5%		1466.4%	151,398.56
911 EQUIPMENT RESERVE	30,050	25,297	1,615				23,681.73
CDBG GRANT FUND	5,233,605	3,630,756	19,307	69.4%			3,611,448.60
CLERK RECORDS FUND	9,700	7,077	8,411	73.0%		-15.9%	(1,333.68
COMMUNITY CORRECTIONS FUND	1,961,772	1,515,862	1,660,130	77.3%		-8.7%	(144,267.78
COUNTY FAIR FUND	191,932	192,608	182,240	100.4%		5.7%	10,367.66
COUNTY SCHOOL FUND	417,765	255,497	110,839	61.2%		130.5%	144,658.17
COURT FACILITIES SECURITY FUND	28,000	22,631	24,485	80.8%		-7.6%	(1,854.05
DISTRICT ATTORNEY	4,130	3,586	4,040	86.8%		-11.2%	(453.93
FACILITY CAPITAL RESERVE	1,180,000	761,081	729,976	64.5%	102.2%	4.3%	31,104.58
FOREST HEALTH PROGRAM FUND	2,700	2,288	2,519	84.7%	662.9%	-9.2%	(231.30
GENERAL FUND	14,257,475	13,177,515	12,145,266	92.4%	92.7%	8.5%	1,032,249.09
GENERAL OPERATING RESERVE	1,223,833	840,424	731,291	68.7%	77.5%	14.9%	109,133.06
HOUSEHOLD HAZARDOUS WASTE FUND	422,800	332,599	322,462	78.7%	98.5%	3.1%	10,137.34
KRAMER FIELD FUND	300	226	305	75.4%	185.0%	-25.9%	(78.93
LAND CORNER PRESERVATION FUND	34,600	23,872	28,240	69.0%	81.9%	-15.5%	(4,367.42
LAW LIBRARY FUND	31,400	25,003	25,335	79.6%	82.5%	-1.3%	(332.79
MUSEUM	85,500	75,134	80,140	87.9%	86.5%	-6.2%	(5,006.42
PARKS FUND	88,000	63,559	61,145	72.2%	74.0%	3.9%	2,413.53
PUBLIC WORKS FUND	3,843,384	2,789,516	2,278,912	72.6%	74.2%	22.4%	510,603.70
ROAD RESERVE FUND	42,001	36,911	2,042,146	87.9%	101.2%	-98.2%	(2,005,234.74
SPECIAL ECON DEV PAYMENTS FUND	1,252,800	1,259,466	1,159,671	100.5%	93.4%	8.6%	99,795.63
YOUTH THINK FUND	154,400	98,295	114,272	63.7%	71.0%	-14.0%	(15,976.4
CAPITAL ACQUISITIONS FUND	879,000	735,853	728,287	83.7%	101.9%	1.0%	7,565.60



Account	Current Budget	Current Actual YTD	Prior Year Actual YTD		Prior Year Budget Executed	Year % Change	Current Year - Prior Year
Revenue Total	32,568,648	26,848,236	23,282,816	82.4%	75.2%	15.3%	3,565,419.73
Expense							
911 COMMUNICATIONS FUND	1,164,917	876,135	840,559	75.2%	79.7%	4.2%	35,576.81
911 EQUIPMENT RESERVE	30,051	-	243,407	0.0%	100.7%	-100.0%	(243,407.00
CDBG GRANT FUND	5,307,027	4,748,651	59,178	89.5%	1.1%	7924.4%	4,689,472.83
CLERK RECORDS FUND	10,217	2,609	3,129	25.5%	16.9%	-16.6%	(519.98
COMMUNITY CORRECTIONS FUND	2,442,047	1,800,322	1,543,392	73.7%	85.1%	16.6%	256,929.29
COUNTY FAIR FUND	183,688	164,385	172,131	89.5%	91.9%	-4.5%	(7,746.36
COUNTY SCHOOL FUND	443,115	94,424	-	21.3%	0.0%	#DIV/0!	94,424.43
COURT FACILITIES SECURITY FUND	43,000	4,699	2,482	10.9%	5.8%	89.3%	2,216.53
DISTRICT ATTORNEY	16,141	6,531	7,170	40.5%	41.2%	-8.9%	(638.98
FACILITY CAPITAL RESERVE	4,558,036	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	16,039,923	11,169,959	11,188,300	69.6%	79.3%	-0.2%	(18,341.17
GENERAL OPERATING RESERVE	4,720,748	-	128,635	0.0%	3.4%	-100.0%	(128,635.00
HOUSEHOLD HAZARDOUS WASTE FUND	488,314	248,799	233,573	51.0%	65.5%	6.5%	15,226.87
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	22,181	16,933	18,221	76.3%	77.8%	-7.1%	(1,288.11
LAW LIBRARY FUND	46,364	19,338	18,797	41.7%	40.0%	2.9%	540.88
MUSEUM	114,904	85,914	60,211	74.8%	56.7%	42.7%	25,703.27
PARKS FUND	117,525	60,369	51,179	51.4%	68.6%	18.0%	9,190.68
PUBLIC WORKS FUND	3,466,183	2,624,340	4,533,950	75.7%	80.4%	-42.1%	(1,909,609.24
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,570,169	1,195,570	1,196,818	76.1%	91.6%	-0.1%	(1,247.82
YOUTH THINK FUND	168,089	129,109	98,694	76.8%	60.3%	30.8%	30,415.01
CAPITAL ACQUISITIONS FUND	4,011,036	41,138	273,838	1.0%	7.4%	-85.0%	(232,699.88
Expense Total	49,988,143	23,289,226	20,673,663	46.6%	44.2%	12.7%	2,615,563.06



Filters	
Fd	(Multiple Items)
Cat	51000

	Data						
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense	current budget		Actual ITD	Executed	Executed	change	
GENERAL FUND							
ASSESSMENT & TAXATION-E	706,449	572,045	561,112	81.0%	83.2%	1.9%	10,932.56
COUNTY CLERK-E	289,743	223,320	226,493	77.1%	85.1%	-1.4%	(3,172.34
SHERIFF-E	2,075,933	1,507,576	1,672,456	72.6%	80.6%	-9.9%	(164,879.89
ADMINISTRATIVE SERVICES-E	1,854,057	1,533,536	1,423,548	82.7%	84.1%	7.7%	109,988.56
ADMINISTRATION-E	124,521	103,070	107,526	82.8%	78.9%	-4.1%	(4,456.81
DISTRICT ATTORNEY-E	563,767	459,722	438,940	81.5%	72.5%	4.7%	20,782.39
PLANNING-E	791,854	574,657	518,255	72.6%	76.0%	10.9%	56,402.43
PUBLIC WORKS-E	36,575	30,906	30,247	84.5%	78.9%	2.2%	658.31
PREVENTION DIVISION-E	602,885	491,939	482,080	81.6%	83.1%	2.0%	9,858.18
GENERAL FUND Total	7,045,784	5,496,771	5,460,658	78.0%	80.9%	0.7%	36,113.39
PUBLIC WORKS FUND	1,920,597	1,547,340	1,497,516	80.6%	75.9%	3.3%	49,823.90
911 COMMUNICATIONS FUND	865,287	702,267	699,360	81.2%	81.7%	0.4%	2,906.47
COMMUNITY CORRECTIONS FUND	792,121	612,873	585,252	77.4%	80.4%	4.7%	27,620.99
COUNTY FAIR FUND	15,097	14,140	17,489	93.7%	81.9%	-19.1%	(3,349.06
HOUSEHOLD HAZARDOUS WASTE FUND	152,189	74,015	87,316	48.6%	94.7%	-15.2%	(13,301.53
LAND CORNER PRESERVATION FUND	16,581	13,950	15,721	84.1%	87.7%	-11.3%	(1,771.41
MUSEUM	39,254	29,544	29,359	75.3%	85.3%	0.6%	184.56
PARKS FUND	35,230	31,277	21,459	88.8%	82.2%	45.8%	9,818.21
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	83,046	69,052	67,121	83.1%	85.4%	2.9%	1,930.84
xpense Total	10,965,186	8,591,228	8,481,252	78.4%	80.2%	1.3%	109,976.36



Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

	Data						
				Current Year	Prior Year	Vear to	
		Current Actual	Prior Year	Budget	Budget	Year %	Current Year -
Account	Current Budget	YTD	Actual YTD	-	Executed		Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	84,979	73,991	64,981	87.1%	71.6%	13.9%	9,009.40
COUNTY CLERK-E	48,664	36,617	24,727	75.2%	44.4%	48.1%	11,890.58
SHERIFF-E	238,341	162,287	186,204	68.1%	72.2%	-12.8%	(23,917.22
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	410,293	305,208	321,707	74.4%	78.0%	-5.1%	(16,498.89
EMPLOYEE & ADMINISTRATIVE SERVICES-E	110,518	70,198	61,503	63.5%	46.5%	14.1%	8,695.24
FACILITIES-E	340,340	257,460	273,019	75.6%	74.2%	-5.7%	(15,558.98
ADMINISTRATION-E	2,695,964	2,036,923	2,225,668	75.6%	83.9%	-8.5%	(188,744.11
DISTRICT ATTORNEY-E	117,028	66,278	71,406	56.6%	74.5%	-7.2%	(5,128.44
PLANNING-E	202,051	122,335	22,174	60.5%	31.3%	451.7%	100,160.26
PUBLIC WORKS-E	11,230	9,435	6,620	84.0%	55.6%	42.5%	2,815.38
PREVENTION DIVISION-E	33,092	19,130	25,989	57.8%	67.9%	-26.4%	(6,859.59
GENERAL FUND Total	4,292,500	3,159,862	3,283,999	73.6%	78.5%	-3.8%	(124,136.37
PUBLIC WORKS FUND	1,515,585	1,050,412	1,028,774	69.3%	73.2%	2.1%	21,637.86
911 COMMUNICATIONS FUND	226,297	148,869	141,198	65.8%	71.3%	5.4%	7,670.34
CLERK RECORDS FUND	10,217	2,609	3,129	25.5%	23.2%	-16.6%	(519.98
COMMUNITY CORRECTIONS FUND	1,649,926	1,187,449	873,140	72.0%	87.3%	36.0%	314,308.30
COUNTY FAIR FUND							
ADMINISTRATION-E	168,590	150,245	154,642	89.1%	93.2%	-2.8%	(4,397.30
COUNTY FAIR FUND Total	168,590	150,245	154,642	89.1%	93.2%	-2.8%	(4,397.30
COUNTY SCHOOL FUND	443,115	94,424	-	21.3%	0.0%	#DIV/0!	94,424.43
COURT FACILITIES SECURITY FUND	43,000	4,699	2,482	10.9%	5.8%	89.3%	2,216.53
DISTRICT ATTORNEY	16,141	6,531	5,370	40.5%	34.4%	21.6%	1,161.02



				Current			
				Year	<b>Prior Year</b>	Year to	
		<b>Current Actual</b>	Prior Year	Budget	Budget	Year %	Current Year -
Account	<b>Current Budget</b>	YTD	Actual YTD	Executed	Executed	Change	Prior Year
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	299,125	174,785	135,256	58.4%	53.4%	29.2%	39,528.40
KRAMER FIELD FUND	33,851	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	5,500	2,983	-	54.2%	0.0%	#DIV/0!	2,983.30
LAW LIBRARY FUND	46,364	19,338	18,797	41.7%	40.0%	2.9%	540.88
MUSEUM	69,150	56,370	28,352	81.5%	39.5%	98.8%	28,018.71
PARKS FUND	62,295	29,092	29,720	46.7%	61.3%	-2.1%	(627.53)
SPECIAL ECON DEV PAYMENTS FUND	975,169	686,750	691,141	70.4%	96.5%	-0.6%	(4,391.45)
WEED & PEST CONTROL FUND	-	-	1,236	#DIV/0!	#DIV/0!	-100.0%	(1,236.17)
YOUTH THINK FUND	85,043	60,057	31,573	70.6%	37.1%	90.2%	28,484.17
Expense Total	9,941,868	6,834,476	6,428,811	68.7%	74.8%	6.3%	405,665.14



Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

	Data						
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense	current buuget			Executed	Excource	enange	i cui
GENERAL FUND	1,255,721	134,394	143,821	10.7%	23.4%	-6.6%	(9,427.29)
PUBLIC WORKS FUND	30,000	26,588	7,659	88.6%	2.9%	247.1%	18,929.00
COUNTY FAIR FUND	1	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	100	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	37,000	-	11,000	0.0%	95.7%	-100.0%	(11,000.00
MUSEUM	6,500	-	2,500	0.0%	125000.0%	-100.0%	(2,500.00
911 COMMUNICATIONS FUND	3,926	-	-	0.0%	#DIV/0!	#DIV/0!	-
PARKS FUND	20,000	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	85,000	#DIV/0!	100.0%	-100.0%	(85,000.00
CLERK RECORDS FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	41,138	273,838	1.0%	7.4%	-85.0%	(232,699.88
911 EQUIPMENT RESERVE	30,051	-	181,365	0.0%	100.9%	-100.0%	(181,365.00
FACILITY CAPITAL RESERVE	4,543,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,720,748	-	128,635	0.0%	3.4%	-100.0%	(128,635.00
CDBG GRANT FUND	5,307,027	4,748,651	59,178	89.5%	1.1%	7924.4%	4,689,472.83
xpense Total	24,880,763	4,950,771	892,996	19.9%	4.0%	454.4%	4,057,774.66

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

	Data						
				Current	<b>.</b>		
			<b>.</b>	Year	Prior Year	Year to	
		• • • • • • • • • • • • • • • • • • •	Prior Year	Budget	Budget	Year %	Current Year - Prior
Account	Current Budget	Current Actual YTD	Actual YTD	Executed	Executed	Change	Year
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	207,431.70	215,365	83.3%	87.5%	-3.7%	(7,932.80)
911 EQUIPMENT RESERVE	30,000.00	25,000.00	-	83.3%	#DIV/0!	#DIV/0!	25,000.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	1,150,000.00	708,333.30	700,000	61.6%	100.0%	1.2%	8,333.30
GENERAL FUND	680,000.00	503,819.72	504,976	74.1%	76.0%	-0.2%	(1,156.37)
GENERAL OPERATING RESERVE	1,193,833.00	708,333.30	700,000	59.3%	75.3%	1.2%	8,333.30
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)
ROAD RESERVE FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	708,333.30	700,000	83.3%	100.0%	1.2%	8,333.30
Transfer In Total	4,204,252.00	2,912,751.32	5,066,498	69.3%	91.9%	-42.5%	(2,153,746.82)
Transfer Out							
911 COMMUNICATIONS FUND	73,333.00	25,000.00	-	34.1%	#DIV/0!	#DIV/0!	25,000.00
911 EQUIPMENT RESERVE	-	-	62,042	#DIV/0!	100.0%	-100.0%	(62,042.00)
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
DISTRICT ATTORNEY	-	-	1,800	#DIV/0!	100.0%	-100.0%	(1,800.00)
FACILITY CAPITAL RESERVE	15,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	3,445,918.00	2,378,931.60	2,299,823	69.0%	89.8%	3.4%	79,109.10
LAND CORNER PRESERVATION FUND	-	-	2,500	#DIV/0!	100.0%	-100.0%	(2,500.00)
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1.00	-	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
SPECIAL ECON DEV PAYMENTS FUND	595,000.00	508,819.72	505,676	85.5%	85.7%	0.6%	3,143.63
WEED & PEST CONTROL FUND	-	-	194,658	#DIV/0!	88.3%	-100.0%	(194,657.55)

Wasco County Monthly Report								
General Fund Revenue - April 2019								
Transfer Out Total	4,204,252.00	2,912,751.32	5,066,498	69.3%	91.9% -42.5%	(2,153,746.82)		



Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

	Data						
				Current Year	Prior Year	Year to	
		<b>Current Actual</b>	Prior Year	Budget	Budget	Year %	<b>Current Year - Prior</b>
Account	<b>Current Budget</b>	YTD	Actual YTD	Executed	Executed	Change	Year
Revenue							
FACILITY CAPITAL RESERVE	1,180,000	761,081	729,976	64.5%	102.2%	4.3%	31,104.58
GENERAL OPERATING RESERVE	1,223,833	840,424	731,291	68.7%	77.5%	14.9%	109,133.06
ROAD RESERVE FUND	42,001	36,911	2,042,146	87.9%	101.2%	-98.2%	(2,005,234.74)
CAPITAL ACQUISITIONS FUND	879,000	735,853	728,287	83.7%	101.9%	1.0%	7,565.60
Revenue Total	3,324,834	2,374,268	4,231,700	71.4%	96.4%	-43.9%	(1,857,431.50)
Expense							
FACILITY CAPITAL RESERVE	4,558,036	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	4,720,748	-	128,635	0.0%	3.4%	-100.0%	(128,635.00)
ROAD RESERVE FUND	4,915,617	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	4,011,036	41,138	273,838	1.0%	7.4%	-85.0%	(232,699.88)
Expense Total	18,205,437	41,138	402,473	0.2%	2.5%	-89.8%	(361,334.88)



Filters	
Fd	(Multiple Items)
Cat	417

	Data						
				Current Year	Prior Year	Year to	
		Current	Prior Year	Budget	Budget	Year %	Current Year -
Account	Current Budget	Actual YTD	Actual YTD	Executed	Executed	Change	Prior Year
Revenue							
INTEREST EARNED							
911 COMMUNICATIONS FUND	155	1,012	623	653.1%	401.9%	62.5%	389.25
911 EQUIPMENT RESERVE	50	211	1,615	421.1%	107.7%	-87.0%	(1,404.41)
CDBG GRANT FUND	200	931	623	465.3%	311.3%	49.5%	307.94
CLERK RECORDS FUND	300	532	339	177.2%	193.9%	56.7%	192.34
COMMUNITY CORRECTIONS FUND	10,000	18,140	11,361	181.4%	284.0%	59.7%	6,778.72
COUNTY FAIR FUND	864	1,333	854	154.2%	181.6%	56.1%	478.89
COUNTY SCHOOL FUND	200	778	493	389.1%	246.5%	57.8%	285.14
COURT FACILITIES SECURITY FUND	1,000	2,302	1,244	230.2%	310.9%	85.1%	1,058.43
DISTRICT ATTORNEY	130	180	131	138.7%	131.3%	37.3%	48.99
FACILITY CAPITAL RESERVE	30,000	79,721	29,976	265.7%	214.1%	165.9%	49,744.32
FOREST HEALTH PROGRAM FUND	2,700	4,436	2,519	164.3%	662.9%	76.1%	1,917.01
GENERAL FUND	90,000	261,814	113,970	290.9%	284.9%	129.7%	147,843.99
GENERAL OPERATING RESERVE	30,000	59,579	31,291	198.6%	223.5%	90.4%	28,288.20
HOUSEHOLD HAZARDOUS WASTE FUND	2,500	5,745	2,714	229.8%	180.9%	111.7%	3,031.24
KRAMER FIELD FUND	300	495	305	164.9%	185.0%	62.1%	189.61
LAND CORNER PRESERVATION FUND	600	1,009	536	168.2%	107.1%	88.4%	473.63
LAW LIBRARY FUND	1,400	2,090	1,343	149.3%	191.9%	55.6%	747.03
MUSEUM	2,000	3,531	2,305	176.5%	192.1%	53.2%	1,226.27
PARKS FUND	2,000	3,866	2,196	193.3%	381.8%	76.1%	1,670.15
PUBLIC WORKS FUND	28,000	45,864	24,471	163.8%	69.9%	87.4%	21,393.39
ROAD RESERVE FUND	42,000	69,620	42,146	165.8%	247.9%	65.2%	27,474.21
SPECIAL ECON DEV PAYMENTS FUND	2,800	8,315	3,995	297.0%	181.6%	108.2%	4,320.24
WEED & PEST CONTROL FUND	-	-	8	#DIV/0!	#DIV/0!	-100.0%	(7.83)



				Current			
				Year	<b>Prior Year</b>	Year to	
		Current	Prior Year	Budget	Budget	Year %	Current Year -
Account	<b>Current Budget</b>	Actual YTD	Actual YTD	Executed	Executed	Change	Prior Year
YOUTH THINK FUND	900	967	910	107.5%	#DIV/0!	6.3%	57.74
CAPITAL ACQUISITIONS FUND	29,000	51,850	28,287	178.8%	188.6%	83.3%	23,562.73
INTEREST EARNED Total	277,099	624,319	304,252	225.3%	203.6%	105.2%	320,067.22
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	191	42	95.4%	21.0%	353.4%	148.76
MARK-TO-MARKET	-	(241,287)	-	#DIV/0!	#DIV/0!	#DIV/0!	(241,286.76)
Revenue Total	277,299	383,223	304,294	138.2%	203.4%	25.9%	78,929.22

#### February 2019 Investment Reporting

Investing Reconciliation		2/28/2019	
US Bank Safekeeping	Reconciled by Mike 3/29/19		

11

Туре		Face Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par
US Governement Securities	Federal Home Loan Mortgage Corp.	1.750%	5/29/2018	5/30/2019		2.20%	2.20%	.91	3	500,000.00
<b>US Governement Securities</b>	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.10%	2.23%	2.23%	333	34	1,394,000.00
US Governement Securities	Federal Home Loan Bank		10/15/2018	3/30/2020	3.60%	2.71%	2.71%	396	14	500,000.00
US Governement Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.60%	2.76%	2.76%	503	18	500,000.00
US Governement Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.60%	2.55%	2.55%	595	21	531,000.00
US Governement Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.60%	2.71%	2.71%	687	25	534,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.10%	2.70%	2.70%	782	24	435,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.50%	2.79%	2.80%	837	29	500,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.50%	2.88%	2.88%	837	29	500,000.00
US Governement Securities	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	43.80%	1.85%	1.85%	859	376	6,000,000.00
US Governement Securities	Federal Home Loan Mortgage Corp	2.900%	10/30/2018	8/27/2021	3.60%	3.02%	3.02%	911	33	500,000.00
Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.60%	2.96%	2.96%	1,099	40	500,000.00
US Governement Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	10.60%	3.04%	3.04%	1,236	131	1,500,000.00
	5 years		and an extension of the	and the second	0.00%			and the second sec		
	total				99.80%	2.3206800%	2.03%			13,894,000.00
				Average		Weighted Ave				
	Time to average maturity			1.93	Years	2.13	Years			
General Ledger	*.12101									
		% Portfolio	Max	Comply		LGIP Yield				
Investment by Agency	Federal Home Loan Bank	16.789%	33%	YES		February	2.75%			
	Federal Home Loan Mortgage Corp	1.310%	33%	YES	1.1.00.000	Investments at				
-	Federal Natl Mortgage Assn	3.629%	33%	YES		Less than LGIP				
	Federal Farm Credit Bank	7.561%	33%	YES		A	Count	7		
	RFCSP Strip Principal	3.998%	33%	YES		Y	Value	9,724,628.00		
		0.000%	33%	YES			%	73.8%		
	Total US Agencies	s 33.285%	100%	YES	-					
Corporate Bon	nd Johnson & Johnson	1.294%	100%	YES		··· · · · · · · · · · · · · · · · · ·		+		
	LGIP	65.421%	49,000,000	YES						

Face	Principal Cost	Interest included at purchase	Purchase Price	Market	Book Value 01/31/2019	Called/ Matured	Mark to Market	Book Value 02/28/2019
500,000.00	497,780.00	4,350.69	502,130.69	499,179.00	498,801.00		378.00	499,179.00
1,394,000.00	1,380,060.00	1,711.52	1,381,771.52	1,382,999.00	1,381,188.00		1,811.00	1,382,999.00
500,000.00	497,617.50	494.79	498,112.29	499,111.00	499,018.00		93.00	499,111.00
500,000.00	499,963.28		499,963.28	506,536.00	505,321.00		1,215.00	506,536.00
531,000.00	499,961.17		499,961.17	508,920.00	507,573.00		1,347.00	508,920.00
534,000.00	499,812.00		499,812.00	508,224.00	506,791.00		1,433.00	508,224.00
435,000.00	423,118.00	2,025.77	425,143.77	426,473.00	425,693.00		780.00	426,473.00
500,000.00	484,526.00	2,092.50	486,618.50	489,438.00	488,538.00		900.00	489,438.00
500,000.00	483,711.50	2,452.50	486,164.00	489,438.00	488,538.00		900.00	489,438.00
6,000,000.00	5,999,940.00	6,475.00	6,006,415.00	5,899,722.00	5,895,510.00		4,212.00	5,899,722.00
500,000.00	498,375.00	2,577.78	500,952.78	500,000.00	499,999.00	(500,000.00)	1.00	-
500,000.00	488,547.34	968.75	489,516.09	493,287.00	491,792.00		1,495.00	493,287.00
1,500,000.00	1,456,705.50	6,968.75	1,463,674.25	1,476,306.00	1,474,604.00		1,702.00	1,476,306.00
		- Arthur	-	÷				÷
13,894,000.00	13,710,117.29	30,118.05	13,740,235.34	13,679,633.00	13,663,366.00	(500,000.00)	16,267.00	13,179,633.00
					13,663,366.00			13,179,633.00
			6,504,527.29	6,398,833.00	6,394,528.00		4,305.00	6,398,833.00
			1,003,083.47	999,179.00	998,800.00		379.00	499,179.00
			1,381,771.52	1,382,999.00	1,381,188.00		1,811.00	1,382,999.00
		· ·	2,861,600.52	2,881,655.00	2,877,373.00		4,282.00	2,881,655.00
			1,499,736.45	1,523,680.00	1,519,685.00		3,995.00	1,523,680.00
			÷.	· · ·	-		-	
				· · · · · · · · · · · · · · · · · · ·				1.00
			489,516.09	493,287.00	491,792.00		1,495.00	493,287.00
			24,934,670.83	24,934,670.83	24,934,670.83		-	24,934,670.83

Total Invested									
Limits	Max %	Portfolio	Comply	1	Maturity Limits	Min	Actual \$	 Actual %	
US Treasury	100.0%	0.0%	YES	0	Under 60 Days	25%	24,934,670.83		65%
US Agency Securities	100.0%	33.3%	YES		Under 1 year	50%	26,816,848.83		70%
Per US Agency	33.0%	16.8%	YES		Under 3 years	75%	36,144,710.83		95%
Oregon Short Term Fund	30,000,000	24,934,671	YES		Under 5 years	100%	38,114,303.83		100%
Bankers' Acceptance	25.0%	0.0%	YES						
Time Deposits/Savings	50.0%	0.0%	YES						
Certificates of Deposit per Institution	25.0%	0.0%	YES						
Repurchase Agreements	5.0%	0.0%	YES						
Corporate Debt (Total)	15.0%	0.0%	YES						
Corporate Commercial Paper	15.0%	0.0%	YES						
Corp Commercial Paper Per Issuer	2.5%	0.0%	YES						, <sup>6</sup> Å.
Corporate Bonds	10.0%	1.3%	YES						
Corp Bonds Per Issuer	2.5%	1.3%	YES						
Municipal Debt (Total)	10.0%	0.0%	YES						
Municipal Commercial Paper	10.0%	0.0%	YES						
Municipal Bonds	10.0%	0.0%	YES						

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February 2019 Investment Reporting

			38,674,906.17	38,614,303.83	38,598,036.83	16,267.00	38,114,303.83
Comply	1 .	(*)		- 1			
YES	9,528,575.96	9,528,575.96		a de la companya de l			
YES	19,057,151.92	9,528,575.96			170		
YES	28,585,727.87	9,528,575.96					
YES	38,114,303.83	9,528,575.96					

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#### March 2019 Investment Reporting

Investing Reconciliation US Bank Safekeeping 3/31/2019 Reconciled by Mike 4/23/19

Туре	*	Face Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par
US Governement Securities	Federal Home Loan Mortgage Corp	1.750%	5/29/2018	5/30/2019	3.60%	2.20%	2.20%	60	2.	. 500,000.00
US Governement Securities	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.10%	2.23%	2.23%	302	31	1,394,000.00
US Governement Securities	Federal Home Loan Bank	15	10/15/2018	3/30/2020	3.60%	2.71%	2.71%	365	13	500,000.00
US Governement Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.60%	2.76%	2.76%	472	17	500,000.00
US Governement Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.60%	2.55%	2.55%	564	20	531,000.00
US Governement Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.60%	2.71%	2.71%	656	24	534,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.10%	2.70%	2.70%	751	23	435,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.50%	2.79%	2.80%	806	28	500,000.00
US Governement Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.50%	2.88%	2.88%	806	28	500,000.00
<b>US Governement Securities</b>	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	43.80%	1.85%	1.85%	828	363	6,000,000.00
Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.60%	2.96%	2.96%	1,068	38	500,000.00
US Governement Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	10.60%	3.04%	3.04%	1,205	128	1,500,000.00
US Governement Securities	Federal Farm Credit Bank	2.860%		2/1/2024	3.60%	2.87%	2.87%	1,768	64	500,000.00
	5 years				0.00%					
	total		L.		99.80%	2.3152800%	2.02%			13,894,000.00
				Average		Weighted Ave				
	Time to average maturity			2.03	Years	2.13	Years			
General Ledger	*.12101									
		% Portfolio	Max	Comply		LGIP Yield				
Investment by Agency	Federal Home Loan Bank	17.167%	33%	YES		March	2.75%			
	Federal Home Loan Mortgage Corp	1.333%	33%	YES		Investments at				
	Federal Natl Mortgage Assn	3.696%	33%	YES		Less than LGIP				
· · · · · · · · · · · · · · · · · · ·	Federal Farm Credit Bank	9.083%	33%	YES			Count	7		
	RFCSP Strip Principal	4.090%	33%	YES			Value	9,768,265.00		
		0.000%	33%	YES			%	71.0%		
	Total US Agencies	35.369%	100%	YES			-			
Corporate Bon	id Johnson & Johnson	1.326%	100%	YES						4
	LGIP	63.305%	49,000,000	YES						

Face	Principal Cost	Interest included at purchase	Purchase Price	Market	Book Value 02/28/2019	Called/ Matured/Purc hased	Mark to Market	Book Value 03/31/2019
500,000.00	497,780.00	4,350.69	502,130.69	499,370.00	499,179.00		191.00	499,370.00
1,394,000.00	1,380,060.00	1,711.52	1,381,771.52	1,384,791.00	1,382,999.00		1,792.00	1,384,791.00
500,000.00	497,617.50	494.79	498,112.29	500,030.00	499,111.00		919.00	500,030.00
500,000.00	499,963.28		499,963.28	509,262.00	506,536.00		2,726.00	509,262.00
531,000.00	499,961.17	(1 <del>1)</del>	499,961.17	511,955.00	508,920.00		3,035.00	511,955.00
534,000.00	499,812.00	- 2	499,812.00	511,401.00	508,224.00		3,177.00	511,401.00
435,000.00	423,118.00	2,025.77	425,143.77	428,296.00	426,473.00		1,823.00	428,296.00
500,000.00	484,526.00	2,092.50	486,618.50	492,661.00	489,438.00		3,223.00	492,661.00
500,000.00	483,711.50	2,452.50	486,164.00	492,661.00	489,438.00		3,223.00	492,661.00
6,000,000.00	5,999,940.00	6,475.00	6,006,415.00	5,932,422.00	5,899,722.00		32,700.00	5,932,422.00
500,000.00	488,547.34	968.75	489,516.09	496,830.00	493,287.00		3,543.00	496,830.00
1,500,000.00	1,456,705.50	6,968.75	1,463,674.25	1,489,575.00	1,476,306.00		13,269.00	1,489,575.00
500,000.00	499,759.00		499,759.00	500,008.00		499,759.00	249.00	500,008.00
13,894,000.00	13,711,501.29	27,540.27	13,739,041.56	13,749,262.00	13,179,633.00	499,759.00	69,870.00	13,749,262.00
					13,179,633.00			13,749,262.00
					÷.			÷1
			6,504,527.29	6,432,452.00	6,398,833.00		33,619.00	6,432,452.00
			502,130.69	499,370.00	499,179.00		191.00	499,370.00
			1,381,771.52	1,384,791.00	1,382,999.00		1,792.00	1,384,791.00
a	(a) (b)		3,361,359.52	3,403,201.00	2,881,655.00		21,787.00	3,403,201.00
			1,499,736.45	1,532,618.00	1,523,680.00		8,938.00	1,532,618.00
				-				-
<u></u>					-		271	
			489,516.09	496,830.00	493,287.00		3,543.00	496,830.00
			23,720,011.91	23,720,011.91	23,720,011.91		~	23,720,011.91

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Total Invested										
Limits	Max %	Portfolio	Comply	Maturity Limits	Min	Actual \$			Actual %	
US Treasury	100.0%	0.0%	YES	Under 60 Days	25%	23,720,011.91				639
US Agency Securities	100.0%	35.4%	YES	 Under 1 year	50%	25,604,172.91	-	4.		689
Per US Agency	33.0%	17.2%	YES	Under 3 years	75%	35,479,690.91				95%
Oregon Short Term Fund	30,000,000	23,720,012	YES	Under 5 years	100%	37,469,273.91				100%
Bankers' Acceptance	25.0%	0.0%	YES							
Time Deposits/Savings	50.0%	0.0%	YES							
Certificates of Deposit per Institution	25.0%	0.0%	YES							
Repurchase Agreements	5.0%	0.0%	YES							
Corporate Debt (Total)	15.0%	0.0%	YES							
Corporate Commercial Paper	15.0%	0.0%	YES							
Corp Commercial Paper Per Issuer	2.5%	0.0%	YES							
Corporate Bonds	10.0%	1.3%	YES							
Corp Bonds Per Issuer	2.5%	1.3%	YES			~				
Municipal Debt (Total)	10.0%	0.0%	YES							
Municipal Commercial Paper	10.0%	0.0%	YES							
Municipal Bonds	10.0%	0.0%	YES							

#### March 2019 Investment Reporting

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			37,459,053.47	37,469,273.91	36,899,644.91	69,870.00	37,469,273.91
Comply				3			L;
YES	9,367,318.48	9,367,318.48		÷			
YES	18,734,636.96	9,367,318.48					· · ·
YES	28,101,955.43	9,367,318.48					
YES	37,469,273.91	9,367,318.48					

#### **Reconciliation Report for February and March 2019**

Bank Reconciliation – All accounts February and March 2019

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

Bank Reconciliation Qlife – All Qlife accounts February and March 2019

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

Accounts Payable GL to Subledger – February and March 2019

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

Accounts Receivable GL to Subledger – February and March 2019

- Reconciled for February and March with no variances
- Each month is on one page
- No balances in unassigned receipts (GL#25101)
- No balances in 60-Day receipts (GL#13301)
- Includes Qlife AR reconciliation for simplification of the process

Transfers In – Transfers Out Eden – February and March 2019

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

PERS Recap Payroll Register to PERS invoice – February and March 2019

- Reconciles; only \$0.96 YTD rounding as of 3/31/2019
- Adjustments are for timing changes between Wasco & PERS for 3 employees netting to \$912.81 over the two months
  - o February 2 employees net to \$268.04
  - o March 1 employee net to \$644.77
- PERS units dropped to one employee totaling \$2.32 for the months
- One page shows summary for both February and March 2019

Ascend to Eden Property Tax Revenue – February and March 2019

- No variances
- Page 22-24 reconcile February 2019 only
- Page 25-27 reconcile March 2019 only
- Page 37-39 reconcile July March 2019 (YTD)
- Nine pages

Ascend to Eden Property Tax Receivable – February and March 2019

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

Investing – February and March 2019

- Review with Investment Committee for progress and compliance
- Reconciled balance
- In compliance with Investment Policy
- Four pages for each month legal size paper

Reviewed Date Reviewed Date

#### **Reconciliation checklist**

	1					M	onth					
Reconciliation	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Main Checking	х	х	х	х	x	х	х	х	х		0	
Unseg	х	x	x	x	x	x	x	x	x			
Charter Appeal	x	х	x	х	x	х	x	x	x			
LGIP - County	x	x	x	x	x	x	x	x	x			
LGIP - Building Codes	х	x	х	x	x	x	х	x	x			
AP GL to Subledger	х	x	х	x	x	х	x	x	x			
AR GL to Subledger	x	x	х	x	х	х	x	. x	х			
Tax Receivable Eden to Ascend	x	х	x	x	x	x	x	x	x			
Tax Receipts Eden to Ascend	x	x	x	х	x	х	x	x	x			
Transfers in - Transfers out	x	x	х	x	x	x	x	x	x			
PERS Recap Payroll Register to PERS invoice	х	х	х	х	x	x	x	x	x			
Investing	x	x	x	x	x	x	x	x	x			

Qlife										
Checking	х	х	х	х	х	х	x	х	х	
LGIP	х	x	x	х	х	х	x	x	x	
AP GL to Subledger	x	х	х	х	x	x	x	x	х	
AR GL to Subledger	х	х	x	х	х	x	х	x	x	

#### Bank Reconciliation February 2019

							Variance			0.00		(0.00)	
Adjusted Balance	24,934,670.83	3,976,686.25	1,481,456.77	271,926.13	723,411.59	31,388,151.57	Adjusted Balance	24,934,670.83	3,976,686.25	1,481,456.77	271,926.13	723,411.59	31,388,151.57
													4
													-
Other													-
Credit Card Deposits In Transit					÷.	-							1.8
Outstanding Payroll Checks					(4,331.54)	(4,331.54)							
Outstanding Checks			(36,558.89)		(691,454.48)	(728,013.37)							-
Dutstanding Withdrawals													
TO THE OWNER CONSERVITION						0.0 00 0 0 2 0 0 - C							
nding Balance per Bank	24,934,670.83	3,976,686.25	1,518,015.66	271,926.13	1,419,197.61	32,120,496.48	Ending Balance per Cash by Fund	24,934,670.83	3,976,686.25	1,481,456.77	271,926.13	723,411.59	31,388,151.57
the choice (not it continue)													1
Other Checks (not in Summary)			(33),423,111)		(1,117,074,477)	(1,210,30 1.2.1)							-
iummary Post (Cleared Checks)			(99,429.77)		(1,117,074.47)	(1,216,504.24)							
ees	(1,252,755.66)		(245,005.47)		[070,043,00]	(2,554,005,01)	credits	(1,252,755.00)		1255,140.507		(2)2 (2) (02:00)	(5,175)502.125)
nterest Vithdrawals	(1,232,753.88)	6,571.52	(243,869.47)	5.21	(878,045.66)	(2,354,669.01)	Credits	(1,232,753.88)		(299,146.30)		(2,241,701.95)	(3,773,602.13)
Other Deposits	52,753.38	8,371.52	99,322.23 21.47	5.21	1,970,808.46	2,070,130.69 61,151.58							
Deposits	976,733.20	5	931,763.70		a print the state of the second	2,264,489.16	Debits	1,029,460.36	0,571,52	1,013,904.05	3.21	2,331,323.30	4,043,737.70
	076 700 00				355,992.26	-	Debits	1,029,486.58	8,371.52	1,013,964.89	5.21	2,591,929.56	4,643,757.76
Beginning Balance per Bank	25,137,938.13	3,968,314.73	830,207.50	271,920.92	1,087,517.02	31,295,898.30	Beginnng Balance per Eden	25,137,938.13	3,968,314.73	766,638.18	271,920.92	373,183.98	30,517,995.94
	LGIP	Codes	Unseg	Appeal	Main	Total	and the second second	LGIP - 11401	Codes 790.11404	Unseg - 11302		Main - 11101	Total
		LGIP - Business		Charter					LGIP - Business		Charter Appeal		
										3. Contraction (1997)			
	Bank							Eden					

Variance				0.00	X	(0.00)	
			Mike M	Mike M	Mike M	1	
	Mike M 3/29/19	Mike M 3/29/19	3/29/19	3/29/19	3/29/19		
Relevant JV adjustments							

All Bank Accounts.xlsx - February 2019

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#### Bank Reconciliation March 2019

Adjusted Balance	23,720,011.91	3,985,974.27	727,918.24	271,931.90	367,872.90	29,073,709.22	Adjusted Balance	23,720,011.91	3,985,974.27	727,918.24	271,931.90	367,872.90	29,073,709.22
Sector Contraction of the Contra		The second second		-				517.440 DV 3 Ab		12021210 24			
Other													-
Credit Card Deposits in Transit					100 C	-							-
Outstanding Payroll Checks					(2,819.06)	(2,819.06)							- 19 A
Outstanding Checks			(29,861.72)		(851,696.04)	(881,557.76)							
Outstanding Withdrawals													
Ending building per built	13,710,011,01	5,565,574,27	151,115150	212,552150	41222,500,000		chang builting part and after and					and the second	Street of the second
Ending Balance per Bank	23,720,011.91	3,985,974.27	757,779.96	271,931,90	1,222,388.00	29,958,086.04	Ending Balance per Cash by Fund	23,720,011.91	3,985,974.27	727,918.24	271,931.90	367,872.90	29,073,709.22
Other Checks (not in Summary)													
Summary Post (Cleared Checks)			-		-								
Fees			(73,718.18)		(1,440,561.57)	(1,514,279.75)							÷.
Withdrawals	(2,448,094.87)		(915,461.03)		(1,790,650.39)	(5,154,206.29)	Credits	(2,448,094.87)		(992,957.91)	-	(4,143,688.82)	(7,584,741.60)
Interest	57,408.17	9,288.02	16.15	5.77	Second Second	66,718.11						14 4 40 000 000	17 504 744 501
Other Deposits			18,426.57		2,881,372.44	2,899,799.01			~	*			-
Deposits	1,176,027.78		210,500.79		153,029.91	1,539,558.48	Debits	1,233,435.95	9,288.02	239,419.38	5.77	3,788,150.13	5,270,299.25
	T ALL ALL DIT	COLUMN COLUMN			C	-							-
Beginning Balance per Bank	24,934,670.83	3,976,686.25	1,518,015.66	271,926.13	1,419,197.61	32,120,496.48	Beginnng Balance per Eden	24,934,670.83	3,976,686.25	1,481,456.77	271,926.13	723,411.59	31,388,151.57
	LGIP	Codes	Unseg	Appeal	Main	Total		LGIP - 11401	Codes	Unseg - 11302	- 786-11304	Main - 11101	Total
		LGIP - Business		Charter					LGIP - Business		Charter Appeal		
	Bank							Eden					

Variance			(	0.00		(0.00)	
			Mike M	Mike M	Mike M		
	Mike M 4/23/19	Mike M 4/23/19	4/23/19	4/23/19	4/23/19		
Relevant JV adjustments							

All Bank Accounts.xlsx - March 2019

# February 2019 Bank Reconciliation

Mike M - 3/29/19												
	Main Checking							LGIP Account				
	Bank	Eden 600	Eden 601	Eden 602	Eden Total			Bank	Eden 600	Eden 601	Eden 602	Eden
Begininng Balance	490,696.90	61,013.28	431,739.23	(13,173.07)	479,579.44		Beginning Balance	1,259,531.04	35,993.28	1,161,265.51	62,272.25	1,259,531.04
Credits							Deposits			11.1.1.1.4.5	100410.5	20122022
Deposits Withdrawals	38,931.00	49,729.33	32,741.50	1	82,470.83	Debit	Dividends/Interest Withdrawals	2,657.09	77.06	2,449.83	130.20	2,657.09
Checks	92,756.80	89,084.34	37,251.40	2,049.00	128,384.74	Credit	Other Decreases		19 A.			
Ending Balance	436,871.10	21,658.27	427,229.33	(15,222.07)	433,665.53	-	Ending Balance	1,262,188.13	36,070.34	1,163,715.34	62,402.45	1,262,188.13
Deposits in Transit	800.29						Ending GL	1,262,188.13				
<b>Outstanding Checks</b>	\$4,005.86				4							
							LGIP Variance	÷.	2.9%	92.2%	4.9%	
Adjusted Balance Variance	433,665.53 -	21,658.27	427,229.33	(15,222.07)	433,665.53							
Graybar	5215		\$4,005.86									

\$4,005.86

÷.

March 2018 Bank Reconciliation

				IV	larch 2018	Bank	Reconciliation					
Mike M - 4/23/19	Main Checking Bank	Eden 600	Eden 601	Eden 602	Eden Total			LGIP Account Bank	*.11403 Eden 600	Eden 601	Eden 602	Eden
Begininng Balance	436,871.10	21,658.27	427,229.33	(15,222.07)	433,665.53		Beginning Balance	1,262,188.13	36,070.34	1,163,715.34	62,402.45	1,262,188.13
Credits			1				Deposits					
Deposits Withdrawals	82,285.41 100.00	77,534.83	39,166.91	-	116,701.74	Debit	Dividends/Interest Withdrawals	2,947.99	85.49	2,718.05	144.45	2,947.99
Checks	14,652.09	42,447.73	3,514.83	0.29	45,962.85	Credit	Other Decreases					
Ending Balance	504,404.42	56,745.37	462,881.41	(15,222.36)	504,404.42	-	Ending Balance	1,265,136.12	36,155.83	1,166,433.39	62,546.90	1,265,136.12
Deposits in Transit							Ending GL	1,265,136.12				
<b>Outstanding Checks</b>	\$0.00				4							
							LGIP Variance	-	2.9%	92.2%	4.9%	
Adjusted Balance Variance	504,404.42	56,745.37	462,881.41	(15,222.36)	504,404.42							

\$0.00

.....

Open A	P invoice Report		21101			-	÷
Fund	Fund Name	AP Report	GL	Difference	% Variance		
1	101 General	416,548.26	416,548.26	-	0.0%		
2	202 Public Works	62,353.57	62,353.57		0.0%		
2	203 County Fair	2,423.42	2,423.42		0.0%		
2	205 Land Corner Preservation	173.55	173.55	-	0.0%		
2	207 Household Hazardous Waste	8,435.72	8,435.72	-	0.0%		
2	208 Special Economic Development	-			#DIV/0!		
2	209 Law Library	-		-	#DIV/0!		
2	210 District Attorney				#DIV/0!		1+1
2	211 Museum	913.20	913.20		0.0%		
2	219 Weed & Pest Control	-	1		#DIV/01		
2	220 911 Communications	10,936.60	10,936.60		0.0%		
2	223 Parks	1,317.09	1,317.09	-	0.0%		
2	227 Community Corrections	12,492.06	12,492.06	.e.	0.0%		
2	229 Court Facilities Security	-	-		#DIV/0!		
2	232 Youth Think	10,472.71	10,472.71		0.0%		
9	330 CDBFG Grant	19,888.37	19,888.37	-	0.0%		
e	500 Qlife	8,402.85	8,402.85		0.0%		
e	501 Qlife Capital	732.50	732.50	1.2	0.0%		
е	502 Qlife Maupin			÷.	#DIV/0!		
7	704 Mint	÷.	-	i i i i i i i i i i i i i i i i i i i	#DIV/0!		
7	706 Library District	i la serie de la s			#DIV/0!		
		555,089.90	555,089.90				

	As of March 31, 2019				
Open AP i	nvoice Report		21101		
Fund	Fund Name	AP Report	GL	Difference	% Variance
101	General	244,536.15	244,536.15	*	0.0%
202	Public Works	59,308.82	59,308.82	4	0.0%
203	County Fair	129.93	129.93		0.0%
205	Land Corner Preservation	173.57	173.57		0.0%
207	Household Hazardous Waste	899,79	899.79		0.0%
208	Special Economic Development	1.0	4	-	#DIV/0!
209	Law Library	9	(a)	-	#DIV/0!
210	District Attorney	1.2	-	-	#DIV/0!
211	. Museum	318.59	318.59	-	0.0%
219	Weed & Pest Control		-	-	#DIV/0!
220	911 Communications	9,125.67	9,125.67	-	0.0%
223	Parks	303.17	303.17	-	0.0%
227	Community Corrections	8,290.32	8,290.32	-	0.0%
229	Court Facilities Security	-	-	-	#DIV/0!
232	Youth Think	1,230.92	1,230.92		0.0%
330	CDBFG Grant	702,384.29	702,384.29	-	0.0%
600	Qlife	23,389.00	23,389.00		0.0%
601	Qlife Capital	38,761.35	38,761.35	-	0.0%
602	Qlife Maupin	-	-		#DIV/0!
704	Mint		-	-	#DIV/0!
706	Library District	-		÷.	#DIV/0!

1,088,851.57 1,088,851.57

Reviewed Mike 4/23/19

		Februa	iry AR Genera		Subledger Recon	ciliation	
				AR Aging by			GL - AR
Fund	GL 13201	GL Adj		Fund Report	Not in Subledger	AR Adjusted	Adjusted
101		÷	10,811.52	12,134.02		12,134.02	(1,322.50)
202		-	3,641.06	3,641.06	1 <del>1</del>	3,641.06	
203		÷.			÷		14)
205		÷ 1	- E-1		-	<del>.</del> .	6
207			-	l c <del>e</del> o 1	.5	41	
208		÷			-	÷.	
210		-	-	-	-	-	
211		÷.		0.0		-	- 4 C
219	아이는 것을 알았다.	9	1. C		-		( - ) ·
220	42,919.57	~	42,919.57	42,919.57	÷ .	42,919.57	a
223	÷.	1.00			-	-	· · · · ·
227	- 1 A I	~	-	÷.	- ÷a	-	
229				3	÷	<del>.</del>	-
232					-	-	-
237	1.4.7	· <del>•</del> •			21	8.1	-
330		-				-	
600	49,520.78		49,520.78	49,520.78		49,520.78	i i i i i i i i i i i i i i i i i i i
601		-	-		-		1
602		-	140 <b>-</b> 1	2.1		- <u>-</u>	
704		(4)	1			2	2
705	-		-		-		
706				1			2.
707		-	÷.,		-	-	2
783		-	÷.				1.00
ſotal	106,892.93	1224	106,892.93	108,215.43	(	108,215.43	(1,322.50)
Fund	GL 25101	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	-	140	24		-		÷
					Detail		
					-		
Fund	GL 13301	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
Total	A.	·	11 - C		-	200 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2	-
					8		
	Recon Mike M 3/2	9/19					

#### February AR General Ledger to AR Subledger Reconciliation

				AR Aging by			GL - AR
Fund	GL 13201	GL Ad	j GL	Fund Report	Not in Subledger	AR Adjusted	Adjusted
101			62,269.95			62,269.95	
202			1,346.75	and the second sec	2	1,346.75	
203		1.1		-	- Q. 1	1,540.75	
205		-	-		-		
207					<u> </u>		
208		-	2.0	1. A.	2.		
210			-	_	-	1	
211	<u>, </u>	1.4			2	<u> </u>	
219		12.		1	-		
220	42,919.57	4	42,919.57	42,919.57		42,919.57	
223		9 - <del>6</del>	-	-	_		-
227		-	÷		÷		
229			-		<u>_</u>		12
232		-	-	÷		-	
237		4	-				
326	25,165.22		25,165.22	25,165.22		25,165.22	
330	1,254.69		1,254.69	and the second second second second second second	11 - <u>1</u> 1-	1,254.69	6 - C.
600	29,115.78	4	29,115.78			29,115.78	
601		-		-			-
602	e la companya de la c	4		-	-	4	-
704	51 F. (* )	1.4	-	0.00	4.9	-	-
705		- <del>'</del> -		1.30			4
706		-			-		-
707	10 ÷ 1	-	-		·		÷
783			4. <del>2</del> -		÷		-
Total	162,071.96	1.0	162,071.96	162,071.96	8	162,071.96	1.1
Fund	GL 25101	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101		123			-		-
				Landrada Carlo Martine Carlo Carlos	Detail		
					-		-
Eurod	GL 13301	CI A-I:	CL	A.D. D	NALOLI	AD A 10	
Fund Total	- CT 72201	GL Adj	GL -	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
					2		
	Recon Mike M	4/23/19					

#### March AR General Ledger to AR Subledger Reconciliation

## Wasco County Monthly Report Transfers In Out for All Funds - February 2019

Filters	(NAULAS-1- LAS	•					
Fd	(Multiple Items)						
Cat	(Multiple Items)						
	Data						
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							
911 COMMUNICATIONS FUND	248,918.00	165,945.36	122,658	66.7%	49.9%	35.3%	43,287.36
911 EQUIPMENT RESERVE	30,000.00	20,000.00		66.7%		#DIV/01	20,000.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	850,000.00	566,666.64	700,000	66.7%	100.0%	-19.0%	(133,333.36)
GENERAL FUND	680,000.00	503,819.72	454,127	74.1%	68.4%	10.9%	49,693.12
GENERAL OPERATING RESERVE	1,020,833.00	566,666.64	700,000	55.5%	75.3%	-19.0%	(133,333.36)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND			194,658	#DIV/01	88.3%	-100.0%	(194,657.55)
ROAD RESERVE FUND	1.00	•	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
CAPITAL ACQUISITIONS FUND	850,000.00	566,666.64	700,000	66.7%	100.0%	-19.0%	(133,333.36)
Transfer In Total	3,731,252.00	2,441,265.00	4,922,942	65.4%	89.3%	-50.4%	(2,481,677.15)
Transfer Out					agen sterner.		
911 COMMUNICATIONS FUND	73,333.00	20,000.00	7	27.3%	#DIV/0!	#DIV/01	20,000.00
911 EQUIPMENT RESERVE			-	#DIV/0!	0.0%	#DIV/0!	
COMMUNITY CORRECTIONS FUND				#DIV/0!	#DIV/0!	#DIV/0!	
DISTRICT ATTORNEY			1,800	#DIV/01	1.00.0%	-100.0%	(1,800.00)
FACILITY CAPITAL RESERVE	15,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	
FOREST HEALTH PROGRAM FUND	75,000,00			0.0%	0.0%	#DIV/01	
GENERAL FUND	2,972,918.00	1,912,445.28	2,269,158	64.3%	88.6%	-15.7%	(356,712.72)
LAND CORNER PRESERVATION FUND			2,500	#DIV/01	100.0%	-100.0%	(2,500.00)
LAW LIBRARY FUND		-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1.00		2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
SPECIAL ECON DEV PAYMENTS FUND	595,000.00	508,819.72	454,827	85.5%	77.1%	11.9%	53,993.12
WEED & PEST CONTROL FUND			194,658	#DIV/01	88.3%	-100.0%	(194,657.55)
Transfer Out Total	3,731,252.00	2,441,265.00	4,922,942	65.4%	89.3%	-50.4%	(2,481,677.15)

### Wasco County Monthly Report Transfers In Out for All Funds - March 2019

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

	Data					and the second	an an tha tha an an an tha an an tha an
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							Ald a second as
911 COMMUNICATIONS FUND	248,918.00	186,688.53	137,990	75.0%	56.1%	35.3%	48,698.28
911 EQUIPMENT RESERVE	30,000.00	22,500.00		75.0%	#DIV/01	#DIV/01	22,500.00
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	•
FACILITY CAPITAL RESERVE	1,150,000.00	637,499.97	700,000	55.4%	100.0%	-8.9%	(62,500.03
GENERAL FUND	680,000.00	503,819.72	504,976	74.1%	76.0%	-0.2%	(1,156.37
GENERAL OPERATING RESERVE	1,193,833.00	637,499.97	700,000	53.4%	75.3%	-8,9%	(62,500.03
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
PUBLIC WORKS FUND			194,658	#DIV/01	88,3%	-100.0%	(194,657.55
ROAD RESERVE FUND	1.00	- 1	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00
CAPITAL ACQUISITIONS FUND	850,000.00	637,499.97	700,000	75.0%	100.0%	-8.9%	(62,500.03)
Transfer In Total	4,204,252.00	2,677,008.16	4,989,124	63.7%	90.5%	-46.3%	(2,312,115.73)
Transfer Out							
911 COMMUNICATIONS FUND	73,333.00	22,500.00	-	30.7%	#DIV/0!	#DIV/0!	22,500.00
911 EQUIPMENT RESERVE				#DIV/0!	0.0%	#DIV/0!	
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	
DISTRICT ATTORNEY	-		1,800	#DIV/01	100.0%	-100.0%	(1,800.00
FACILITY CAPITAL RESERVE	15,000.00	-	•	0.0%	#DIV/0!	#DIV/01	-
FOREST HEALTH PROGRAM FUND	75,000.00			0.0%	0.0%	#DIV/01	
GENERAL FUND	3,445,918.00	2,145,688.44	2,284,490	62.3%	89.2%	-6.1%	(138,801.81)
LAND CORNER PRESERVATION FUND			2,500	#DIV/01	100.0%	-100.0%	(2,500.00
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	
PUBLIC WORKS FUND	1,00	4.	2,000,000	0.0%	100.0%	-100.0%	(2,000,000.00)
SPECIAL ECON DEV PAYMENTS FUND	595,000.00	508,819.72	505,676	85.5%	85.7%	0.6%	3,143.63
WEED & PEST CONTROL FUND	7		194,658	#DIV/01	88.3%	-100.0%	(194,657.55)
Transfer Out Total	4,204,252.00	2,677,008.16	4,989,124	63.7%	90.5%	-46.3%	(2,312,115.73)

#### PERS Recap

For the Year Ended 6/30/2018

Create using PERS Monthly Invoice

Wasco County

6%

		EMPLOYEE		PERS	Social			Total		
	PERS WAGES	PERS SHARE	EMPLOYERS SHARE	Units	Security	Rounding	Adjustments	Remittance	PERS Invoice	variance
JULY	554,506.92	33,521.05	84,907.22	18.96		(0.06)	(731.47)	117,715.70	117,715.70	
AUGUST	578,422.85	34,705.46	87,551.05	18.96	1.0	(0.09)	120.61	122,395.99	122,395.99	-
SEPTEMBER	566,418.04	33,985.18	85,684.32	18.96	-	(0.07)		119,688.39	119,688.39	
OCTOBER	561,884.55	33,713.21	84,862.52	18,96	÷	(0.14)	<del>-</del> -	118,594.55	118,594.55	1.14
NOVEMBER	575,165.09	34,510.03	86,912.04	18.96	10 A.M.	(0.13)		121,440.90	121,440.90	÷
DECEMBER	547,635.85	32,739.81	83,102.97	18.96	-	(0.07)	118.42	115,980.09	115,980.09	(0.00)
JANUARY	557,334.79	32,871.53	84,735.30	18.96	-	(0.10)	(182.25)	117,443.44	117,443.44	3
FEBRUARY	554,831.75	33,021.94	83,757.32	2.32	4	(0.18)	268.04	117,049.44	117,049.44	-
MARCH	530,568.69	31,660.66	79,663.33	2,32	-	(0.12)	644.77	111,970.96	111,970.96	÷
APRIL										
MAY										1.1
JUNE										÷
Total	5,026,768.53	300,728.87	761,176.07	137.36		(0.96)	238.12	1,062,279.46	1,062,279.46	(0.00)
	PERS Units									
	Emp# 4096	2.32	per month							
	Emp# 4237	16.64	per month* termed 1/31							
		18.96								

Reviewed 4/29/19 by Mike M.

Mike 3/29/19	
	Mike 3/29/19

February

Variance E	1	Ascend		1				
A	Ascend Total	Adj	Ascend	Eden Total	Eden Adj	Eden	Eden Account	
	230,925.85		230,925.85	230,925.85		230,925.85	101.00.1101.410.102	
1.1	10,738.09		10,738.09	10,738.09		10,738.09	101.00.1101.410.103	
Gr	1,638.04		1,638.04	1,638.04		1,638.04	706.97.3706.422.114	
9	35,525.80		35,525.80	35,525.80		35,525.80	706.97.3706.422.115	
3	619.92		619.92	619.92		619.92	707.97.3707.422.114	
	13,456.33		13,456.33	13,456.33		13,456.33	707.97.3707.422.115	
-	2,578.18		2,578.18	2,578.18		2,578.18	783.97.3783.422.127	
12	1,105.55		1,105.55	1,105.55		1,105.55	783.97.3783.422.128	
1.00	9.52		9.52	9.52		9.52	801.98.2801.422.114	
÷.	188.21		188.21	188.21		188.21	801.98.2801.422.115	
	1,646.65		1,646.65	1,646.65		1,646.65	802.98.2802.422.114	
1.7	32,588.23		32,588.23	32,588.23		32,588.23	802.98.2802.422.115	
	7.28		7.28	7.28		7.28	803.98.2803.422.114	
1	153.68		153.68	153.68		153.68	803.98.2803.422.115	
÷.	1,233.20		1,233.20	1,233.20		1,233.20	804.98.2804.422.114	
-25	25,042.99		25,042.99	25,042.99		25,042.99	804.98.2804.422.115	
-	6.80		6.80	6.80		6.80	806.98.2806.422.114	
(H)	135.70		135.70	135.70		135.70	806.98.2806.422.115	
~	2,254.68		2,254.68	2,254.68		2,254.68	807.98.2807.422.114	
l le	43,956.60		43,956.60	43,956.60		43,956.60	807.98.2807.422.115	
(G.)	10,115.92		10,115.92	10,115.92		10,115.92	808.98.2808.422.114	
Te-	205,693.45		205,693.45	205,693.45		205,693.45	808.98.2808.422.115	
2	10.15		10.15	10.15		10.15	809.98.2809.422.114	
	202.37		202.37	202.37		202.37	809.98.2809.422.115	
	1,938.02		1,938.02	1,938.02		1,938.02	810.98.2810.422.114	
÷	27,239.71		27,239.71	- 27,239.71		27,239.71	810.98.2810.422.115	
	203.60		203.60	203.60		203.60	812.98.2812.422.114	
120	4,141.79		4,141.79	4,141.79		4,141.79	812.98.2812.422.115	
-	4.40		4.40	4.40		4.40	814.98.2814.422.114	
-	102.71		102.71	102.71		102.71	814.98.2814.422.115	
÷			- P				817.98.2817.422.114	
14	1,874.69		1,874.69	1,874.69		1,874.69	818.98.2818.422.114	
	38,141.63		38,141.63	38,141.63		38,141.63	818.98.2818.422.115	
-	4.24		4.24	4.24		4.24	830.98.2830.422.114	

	February	Mike 3/29/19		February			
					Ascend		Variance E
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Adj	Ascend Total	A
830.98.2830.422.115	111.28		111.28	111.28		111.28	10.12
831.98.2831.422.114	83.02		83.02	83.02		83.02	181
831.98.2831.422.115	1,737.81		1,737.81	1,737.81		1,737.81	-
832.98.2832.422.114	309.28		309.28	309.28		309.28	÷.
832.98.2832.422.115	7,042.36		7,042.36	7,042.36		7,042.36	1.14
833.98.2833.422.114	75.79		75.79	75.79		75.79	le.
833.98.2833.422.115	1,790.82		1,790.82	1,790.82		1,790.82	181
835.98.2835.422.114	5.23		5.23	5.23		5.23	
835.98.2835.422.115	146.30		146.30	146.30		146.30	n na
836.98.2836.422.114	3,419.66		3,419.66	3,419.66		3,419.66	1.
836.98.2836.422.115	78,052.23		78,052.23	78,052.23		78,052.23	
850.98.2850.422.114	76.27		76.27	76.27		76.27	1.4
850.98.2850.422.115	1,806.58		1,806.58	1,806.58		1,806.58	1.1.4
851.98.2851.422.114	137.56		137.56	137.56		137.56	
851.98.2851.422.115	2,891.65		2,891.65	2,891.65		2,891.65	
852.98.2852.422.114	11.92		11.92	11.92		11.92	1
852.98.2852.422.115	254.31		254.31	254.31		254.31	5
853.98.2853.422.114	95.08		95.08	95.08		95.08	-
853.98.2853.422.115	2,087.11		2,087.11	2,087.11		2,087.11	<del>2</del> 0
854.98.2854.422.114	3,610.01		3,610.01	3,610.01		3,610.01	-
854.98.2854.422.115	74,591.23		74,591.23	74,591.23		74,591.23	÷.,
856.98.2856.422.114	-		÷			- 1 B	-
857.98.2857.422.114	1,328.30		1,328.30	1,328.30		1,328.30	-
857.98.2857.422.115	28,763.50		28,763.50	28,763.50		28,763.50	
858.98.2858.422.114	106.65		106.65	106.65		106.65	
858.98.2858.422.115	1. <del>1</del> .1		÷	-		-	

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	February	Mike 3/29/19		February		r.	
					Ascend	1.304	Variance E
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Adj	Ascend Total	A
860.98.2860.422.114	377.02		377.02	377.02		377.02	1-
860.98.2860.422.115	8,182.39		8,182.39	8,182.39		8,182.39	-
861.98.2861.422.114	259.27		259.27	259.27		259.27	· •
861.98.2861.422.115	2,037.79		2,037.79	2,037.79		2,037.79	÷.
862.98.2862.422.114	609.22		609.22	609.22		609.22	
862.98.2862.422.115	13,361.19		13,361.19	13,361.19		13,361.19	
864.98.2864.422.114	242.34		242.34	242.34		242.34	÷.
864.98.2864.422.115	5,319.81		5,319.81	5,319.81		5,319.81	-
878.98.2878.422.114	8.79		8.79	8.79		8.79	1.1.1.1.1.1.1
878.98.2878.422.115	187.69		187.69	187.69		187.69	÷
879.98.2879.422.114	119.60		119.60	119.60		119.60	
879.98.2879.422.115	2,437.79		2,437.79	2,437.79		2,437.79	-
880.98.2880.422.114	285.71		285.71	285.71		285.71	1.00
880.98.2880.422.115	5,566.40		5,566.40	5,566.40		5,566.40	- C-
881.98.2881.422.114	1,778.27		1,778.27	1,778.27		1,778.27	÷.,
881.98.2881.422.115	39,656.53		39,656.53	39,656.53		39,656.53	<i></i>
882.98.2881.422.114	4		-	-		÷ .	(Å)
882.98.2882.422.114	.÷.		-4			-	-
883.98.2883.422.114	11.79		11.79	11.79		11.79	1.1.2
883.98.2883.422.115	6,530.42		6,530.42	6,530.42		6,530.42	05
	988,989.95		988,989.95	988,989.95	4	988,989.95	1.000

	March	Mike 4/23/19		March			
					Ascend		Variance E-
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Adj	Ascend Total	
101.00.1101.410.102	39,050.83		39,050.83	39,050.83	1000	39,050.83	1 A A
101.00.1101.410.103	11,251.51		11,251.51	11,251.51		11,251.51	
706.97.3706.422.114	1,682.07		1,682.07	1,682.07		1,682.07	-
706.97.3706.422.115	6,007.58		6,007.58	6,007.58		6,007.58	1 4
707.97.3707.422.114	636.54		636.54	636.54		636.54	
707.97.3707.422.115	2,275.55		2,275.55	2,275.55		2,275.55	1.1
783.97.3783.422.127	3,418.28		3,418.28	3,418.28		3,418.28	
783.97.3783.422.128	1,319.93		1,319.93	1,319.93		1,319.93	- C-
801.98.2801.422.114	9.85		9.85	- 9.85		9.85	
801.98.2801.422.115	31.85		31,85	31.85		31.85	1.1
802.98.2802.422.114	1,721.11		1,721.11	1,721.11		1,721.11	
802.98.2802.422.115	5,510.82		5,510.82	5,510.82		5,510.82	-
803.98.2803.422.114	7.25		7.25	7.25		7.25	1.1
803.98.2803.422.115	25.95		25.95	25.95		25.95	
804.98.2804.422.114	1,280.08		1,280.08	1,280.08		1,280.08	12
804.98.2804.422.115	4,234.88		4,234.88	4,234.88		4,234.88	·
806.98.2806.422.114	7.03		7.03	7.03		7.03	
806.98.2806.422.115	22.91		22,91	22.91		22.91	12
807.98.2807.422.114	2,371.96		2,371.96	2,371.96		2,371.96	
807.98.2807.422.115	7,433.31		7,433.31	7,433.31		7,433.31	12
808.98.2808.422.114	10,512.93		10,512.93	10,512.93		10,512.93	
808.98.2808.422.115	34,783.77		34,783.77	34,783.77		34,783.77	-
809.98.2809.422.114	10.46		10.46	10.46		10,46	1 .
809.98.2809.422.115	34.20		34.20	34.20		34.20	-
810.98,2810.422.114	2,062.98		2,062.98	2,062.98		2,062.98	-
810.98.2810.422.115	4,606.40		4,606.40	4,606.40		4,606.40	1. 4.
812.98.2812.422.114	213.08		213.08	213.08		213.08	-
812.98.2812.422.115	700.43		700.43	700.43		700.43	-
814.98.2814.422.114	4.31		4.31	4.31		4.31	-
814.98.2814.422.115	17.33		17.33	17.33		17.33	6 - 14-
817.98.2817.422.114	1.00		and the second			-	1.14
818.98.2818.422.114	1,941.44		1,941.44	1,941.44		1,941.44	
818.98.2818.422.115	6,449.96		6,449.96	6,449.96		6,449.96	- A-
830.98.2830.422.114	4.41		4.41	4.41		4.41	-

	March	Mike 4/23/19		March		
					Ascend	Variance E-
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Adj Ascend Total	А
830.98.2830.422.115	18.78		18.78	18.78	18.78	
831.98.2831.422.114	91,36		91.36	91.36	91.36	- ÷
831.98.2831.422.115	293.84		293.84	293.84	293.84	-
832.98.2832.422.114	315.44		315.44	315.44	315.44	1
832.98.2832.422.115	1,190.91		1,190.91	1,190.91	1,190.91	-
833.98.2833.422.114	78.02		78.02	78.02	78.02	
833.98.2833.422.115	302.88		302.88	302.88	302.88	
835.98.2835.422.114	4.04		4.04	4.04	4.04	
835.98.2835.422.115	24.70		24.70	24.70	24.70	<del>-</del>
836.98.2836.422.114	3,533.12		3,533.12	3,533.12	3,533.12	
836.98.2836.422.115	13,199.04		13,199.04	13,199.04	13,199.04	
850.98.2850.422.114	75.15		75.15	75.15	75.15	
850.98.2850.422.115	305.53		305.53	305.53	305.53	
851.98.2851.422.114	142.72		142.72	142.72	142.72	1.1.1.1.2.1
851.98.2851.422.115	489.00		489.00	489.00	489.00	i i i i i i i
852.98.2852.422.114	12.31		12.31	12.31	12.31	
852.98.2852.422.115	43.01		43.01	43.01	43.01	
853.98.2853.422.114	98.56		98.56	98.56	98.56	
853.98.2853.422.115	352.95		352.95	352.95	352.95	
854.98.2854.422.114	3,737.25		3,737.25	3,737.25	3,737.25	÷.
854.98.2854.422.115	12,613.76		12,613.76	12,613.76	12,613.76	÷.,
856.98.2856.422.114	(e)				÷	
857.98.2857.422.114	1,368.91		1,368.91	1,368.91	1,368.91	
857.98.2857.422.115	4,864.09		4,864.09	4,864.09	4,864.09	1.1.1
858.98.2858.422.114	243.50		243.50	243.50	243.50	-
858.98.2858.422.115	-		-			

	March	Mike 4/23/19		March			
		4			Ascend		Variance E
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Adj	Ascend Total	A
860.98.2860.422.114	387.02		387.02	387.02		387.02	
860.98.2860.422.115	1,383.70		1,383.70	1,383.70		1,383.70	1. C 2.
861.98.2861.422.114	267.88		267.88	267.88		267.88	· · · ·
861.98.2861.422.115	344.57		344.57	344.57		344.57	
862.98.2862.422.114	620.41		620.41	620.41		620.41	1 ( L. 4)
862.98.2862.422.115	2,259.42		2,259.42	2,259.42		2,259.42	
864.98.2864.422.114	250.65		250.65	250.65		250.65	- A-
864.98.2864.422.115	899.59		899.59	899.59		899.59	-
878.98.2878.422.114	8.45		8.45	8.45		8.45	
878.98.2878.422.115	31.71		31.71	31.71		31.71	
879.98.2879.422.114	125.88		125.88	125.88		125.88	
879.98.2879.422.115	412.22		412.22	412.22		412.22	- ÷
880.98.2880.422.114	303.14		303.14	303.14		303.14	×
880.98.2880.422.115	941.31		941.31	941.31		941.31	-
881.98.2881.422.114	1,834.90		1,834.90	1,834.90		1,834.90	÷
881.98.2881.422.115	6,706.09		6,706.09	6,706.09		6,706.09	
882.98.2881.422.114	c <del>i</del> o			-		1	<del>-</del> -
882.98.2882.422.114	1.4			÷.		8	-
883.98.2883.422.114	. 10.11		10.11	10.11		10.11	7
883.98.2883.422.115	1,104.34		1,104.34	1,104.34		1,104.34	-
	210,931.25	-	###########	210,931.25	-	210,931.25	

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FY19

1				0.					FY18			
	Sec. All Prove	Ascen			Eden				accrual JV	FY18 accrual JV		
Variance E-A	Ascend Total	d Adj	Ascend	Eden Total	Adj	Adj5	Adj4	Adj3	18-10517	18-10502	Eden	Eden Account
-	8,961,229.23	-	8,961,229.23	8,961,229.23	-	-	-	-	÷		8,961,229.23	101.00.1101.410.102
(A. 1)	250,908.26		250,908.26	250,908.26	÷.	-	4.	-	58,084.28	26,302.65	166,521.33	101.00.1101.410.103
	36,954.01	1.4	36,954.01	36,954.01	-				8,375.01	3,891.35	24,687.65	706.97.3706.422.114
-	1,378,601.22	1.3	1,378,601.22	1,378,601.22	÷.	-		-	-	1.1.1	1,378,601.22	706.97.3706.422.115
	13,983.71		13,983.71	13,983.71	-	-	-	4	3,169.07	1,472.49	9,342.15	707.97.3707.422.114
-	522,179.70		522,179.70	522,179.70	-	-	÷	-		-	522,179.70	707.97.3707.422.115
-	63,509.58	-	63,509.58	63,509.58	4	-	÷	1	- <del></del> -		63,509.58	783.97.3783.422.127
1.00	20,754.08		20,754.08	20,754.08	-	2	(H)	1	-		20,754.08	783.97.3783.422.128
· - /	209.39	1.0	209.39	209.39	÷.	-	÷.	÷	0 <del>.</del>	5	209.39	801.98.2801.422.114
	7,303.17	<b>-</b>	7,303.17	7,303.17	-	-	-	-	- 1	1 I A I	7,303.17	801.98.2801.422.115
	37,287.26	-	37,287.26	37,287.26	-	-	-	~	-	÷	37,287.26	802.98.2802.422.114
1.5	1,264,606.97		1,264,606.97	1,264,606.97	-	-	-	2			1,264,606.97	802.98.2802.422.115
	154.31	dire -	154.31	154.31	-	-	-	-	-		154.31	803.98.2803.422.114
	5,961.15		5,961.15	5,961.15	-	-		-	-		5,961.15	803.98.2803.422.115
	27,466.44	÷	27,466.44	27,466.44	-		÷	-		1 K K	27,466.44	804.98.2804.422.114
	971,808.25	- en	971,808.25	971,808.25	~	-	10	5	-	1.60	971,808.25	804.98.2804.422.115
	151.82	÷	151.82	. 151.82	2	4		1	cê-r	-	151.82	806.98.2806.422.114
	5,265.49	-	5,265.49	5,265.49	4	-	41	4		2 B	5,265.49	806.98.2806.422.115
10 A	51,005.87	2. <del>2</del> .5	51,005.87	51,005.87	÷.	2	÷	÷	-	n cela	51,005.87	807.98.2807.422.114
1.2	1,705,763.86	140	1,705,763.86	1,705,763.86	-	4	-	4	-	1.4	1,705,763.86	807.98.2807.422.115
	225,773.77	4	225,773.77	225,773.77	-	÷.	. e	-		1.84	225,773.77	808.98.2808.422.114
-	7,982,062.28	1	7,982,062.28	7,982,062.28	÷	÷.	-		-	-	7,982,062.28	808.98.2808.422.115
	220.59	*)	220.59	220.59	-	-	-	-	-	).	220.59	809.98.2809.422.114
1.8	7,854.34	-	7,854.34	7,854.34	-	÷.	+	-	1.21		7,854.34	809.98.2809.422.115
	44,191.11	-	44,191.11	44,191.11	-	-	-	-	-	-	44,191.11	810.98.2810.422.114
	1,057,052.39	1	1,057,052.39	1,057,052.39	ite :	-	1.2	-			1,057,052.39	810.98.2810.422.115
6. <del></del>	4,562.24	-	4,562.24	4,562.24	÷	-	+	-	÷	-	4,562.24	812.98.2812.422.114
-	160,723.20	1.2	160,723.20	160,723.20	÷	-	-		-	-	160,723.20	812.98.2812.422.115
	89.90	1.0	89.90	89.90	+	2	-	-	-	1.7	89.90	814.98.2814.422.114
	3,986.26	1.4	3,986.26	3,986.26	4	-	-	-			3,986.26	814.98.2814.422.115
-	1 C - C	28	-	-	-	-	-	-			-	817.98.2817.422.114
	41,554.59	. ÷	41,554.59	41,554.59	÷	Ξ.	-	-	-	-	41,554.59	818.98.2818.422.114
1	1,480,111.05	- -	1,480,111.05	1,480,111.05	÷.	4	-	-		-	1,480,111.05	818.98.2818.422.115
1	95.63	-	95.63	95.63	-	-	-	-	-		95.63	830.98.2830.422.114

FY19

									FY18			
	1.00.10.00	Ascen			Eden				accrual JV	FY18 accrual JV		
Variance E-A	Ascend Total	d Adj	Ascend	Eden Total	Adj	Adj5	Adj4	Adj3	18-10517	18-10502	Eden	Eden Account
-	4,319.98	14	4,319.98	4,319.98	-	÷	-	4	- (+		4,319.98	830.98.2830.422.115
1	2,031.52	-	2,031.52	2,031.52	-	-	-	-	-	-	2,031.52	831.98.2831.422.114
	67,436.26	1.2	67,436.26	67,436.26	14	-	-	- 2	-		67,436.26	831.98.2831.422.115
1.0	7,140.62	-	7,140.62	7,140.62	4	-	1.5	4	nè n	l interna	7,140.62	832.98.2832.422.114
9	273,281.52	· .	273,281.52	273,281.52	-	-	-	141	8		273,281.52	832.98.2832.422.115
	1,755.48		1,755.48	1,755.48	-		-	1.0			1,755.48	833.98.2833.422.114
1.0	69,495.04		69,495.04	69,495.04	-	-	4	÷.	10 an		69,495.04	833.98.2833.422.115
	96.28	-	96.28	96.28	-	-	Ψ.	9	19		96.28	835.98.2835.422.114
i de la	5,677.79	+	5,677.79	5,677.79	4	-	2	-	-	li den i	5,677.79	835.98.2835.422.115
12-	79,919.07		79,919.07	79,919.07	-	-	-	14	÷.		79,919.07	836.98.2836.422.114
	3,028,864.63	-	3,028,864.63	3,028,864.63	÷.	-	÷	ί <del>ς</del> π			3,028,864.63	836.98.2836.422.115
-	1,663.07	-	1,663.07	1,663.07	4	-	4		-	16.00	1,663.07	850.98.2850.422.114
1.1	70,106.42	-	70,106.42	70,106.42	-	-	4	-	-		70,106.42	850.98.2850.422.115
4	3,129.71	. ÷.	3,129.71	3,129.71	-	÷.	147	30			3,129.71	851.98.2851.422.114
	112,212.46	• -	112,212.46	112,212.46		4	14 C.	-	÷.,		112,212.46	851.98.2851.422.115
-	269.38		269.38	269.38	· · ·	-	-		-	1.8.1	269.38	852.98.2852.422.114
	9,870.04	1 m	9,870.04	9,870.04	4	4	÷.	2.1		÷	9,870.04	852.98.2852.422.115
1.0	2,151.37	4	2,151.37	2,151.37		-	4	14	-	-	2,151.37	853.98.2853.422.114
4	80,992.00	1.2	80,992.00	80,992.00	-		÷.		1.2	-	80,992.00	853.98.2853.422.115
	82,186.58	1.2	82,186.58	82,186.58	-	-	( <del>.</del>	-	-	-	82,186.58	854.98.2854.422.114
	2,894,558.53	<u>.</u>	2,894,558.53	2,894,558.53	-	÷.	-		×.	- *	2,894,558.53	854.98.2854.422.115
	0.73	1.2	0.73	0.73	4	-	-	21	-	÷	0.73	856.98.2856.422.114
1. Sec. 1	29,933.03	-	29,933.03	29,933.03	÷		de)	-	81	-	29,933.03	857.98.2857.422.114
1.2	1,116,185.05	14	1,116,185.05	1,116,185.05	4	-	÷.	-		- <del>-</del>	1,116,185.05	857.98.2857.422.115
-	4,650.07		4,650.07	4,650.07	-	-	-	-	-	-	4,650.07	858.98.2858.422.114
4	<u>-</u>			and the second se		4	4	-	÷			858.98.2858.422.115

FY19

Reconcile through March as of 4/23/19 - Mike M

/1.12223.D		FY18 accrual JV	FY18 accrual JV				Eden		(	Ascen	A	Madanas 6.
Eden Account	Eden	18-10502	18-10517	Adj3	Adj4	Adj5	Adj	Eden Total	Ascend	d Adj	Ascend Total	Variance E-A
860.98.2860.422.114	8,509.52		÷		4			8,509.52	8,509.52	. *	8,509.52	5
860.98.2860.422.115	317,522.60	1.1.1.1	-			-	0	317,522.60	317,522.60	-	317,522.60	
861.98.2861.422.114	6,027.28				-	-	-	6,027.28	6,027.28	· · ·	6,027.28	-
861.98.2861.422.115	79,077.56		-			-	-	79,077.56	79,077.56	÷	79,077.56	
862.98.2862.422.114	13,415.67		-	-	- etc	-	-	13,415.67	13,415.67	-	13,415.67	1.0
862.98.2862.422.115	518,489.97	-	-	-	-	-	-	518,489.97	518,489.97	-	518,489.97	-
864.98.2864.422.114	5,484.32			÷	Ξ.	-	-	5,484.32	5,484.32	÷	5,484.32	÷
864.98.2864.422.115	206,437.57			1.	-	-	-	206,437.57	206,437.57	- ÷ -	206,437.57	
878.98.2878.422.114	190.20	(1. 1. <del>1.</del> 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	÷	4	5	-	4	190.20	190.20		190.20	-
878.98.2878.422.115	7,282.92		A.,	5	-	-	-	7,282.92	7,282.92	-	7,282.92	-
879.98.2879.422.114	2,760.74	i den	4	i i an	÷	÷	2	2,760.74	2,760.74		2,760.74	2
879.98.2879.422.115	94,599.37		-	-	-	-	-	94,599.37	94,599.37		94,599.37	2
880.98.2880.422.114	6,537.73		-	÷	÷	18	9	6,537.73	6,537.73	÷	6,537.73	201
880.98.2880.422.115	216,007.21	. 1.eko	÷	-	4	ų.	2	216,007.21	216,007.21		216,007.21	n la ségo
881.98.2881.422.114	40,414.43	1.81	-	-		-	-	40,414.43	40,414.43	1.1	40,414.43	1
881.98.2881.422.115	1,538,897.70	. 1.8A	80	÷.	÷	÷	÷	1,538,897.70	1,538,897.70		1,538,897.70	1 21
882.98.2881.422.114	+	÷		-	4	-	-		-	4		1.1
882.98.2882.422.114		÷	+	-	-	-	4			-		1.1.1
883.98.2883.422.114	50,36	1.00	÷.	-0	à	-	1.	50.36	50.36	a 54 m	50.36	1.00
883.98.2883.422.115	253,418.33	÷	-	-	÷	4	-	253,418.33	253,418.33	Ţ.	253,418.33	
	37,495,136.38	31,666.49	69,628.36	-		-	-	37,596,431.23	37,596,431.23	- i	37,596,431.23	

10 C

February 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M Recon 3/29/19

Eden Fund & Name	Eden GL & Name	tax_year Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
101 - General Fund	101.13101 - Property Taxes Principal Receivable	580,693.11	9,534,929.28	9,125,282.86	990,339.53	990,339.53	-
IOT - General Fund	101.13102 - Property Taxes Interest Receivable	6,517.61	44,034.89	39,535.66	11,016.84	11,016.84	
	101.13103 - Miscellenous Receivable	22,983.83	12,765.71	11,628.57	24,120.97	24,120.97	
06 - Library District	706.13101 - Property Taxes Principal Receivable	89,117.95	1,466,862.96	1,403,911.57	152,069.34	152,069.34	
00 - Library District		515.41	4,505.81	4,052.02	969.20	969.20	
07 - 4H OSU Extension	706.13102 - Property Taxes Interest Receivable 707.13101 - Property Taxes Principal Receivable	33,721.99	555,611.19	531,754.63	57,578.55	57,578.55	
07 - 4H USU Extension					366.55	366.55	
at a 1-100 aa	707.13102 - Property Taxes Interest Receivable	194.86	1,705.05	1,533.36			
01 - Central OR CC	801.13101 - Property Taxes Principal Receivable	481.92	7,770.72	7,439.00	813.64	813.64	÷
	801.13102 - Property Taxes Interest Receivable	5.16	36.06	32.34	8.88	8.88	-
02 - CGCC	802.13101 - Property Taxes Principal Receivable	85,482.93	1,345,472.95	1,288,900.77	142,055.11	142,055.11	-
	802.13102 - Property Taxes Interest Receivable	1,270.65	6,496.89	5,931.55	1,835.99	1,835.99	
03 - ESD North Central	803.13101 - Property Taxes Principal Receivable	360.35	6,343.53	6,059.56	644.32	644.32	-
	803.13102 - Property Taxes Interest Receivable	3.54	25.88	22.94	6.48	6.48	-
04 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable	62,708.64	1,034,027.94	989,558.56	107,178.02	107,178.02	~
	804.13102 - Property Taxes Interest Receivable	780.46	4,772.21	4,280.66	1,272.01	1,272.01	-
06 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable	350.50	5,602.68	5,363.97	589.21	589.21	
	806.13102 - Property Taxes Interest Receivable	4.82	26.59	23.83	7.58	7.58	-
07 - School District 12	807.13101 - Property Taxes Principal Receivable	116,344.56	1,814,895.77	1,739,059.09	192,181.24	192,181.24	
	807.13102 - Property Taxes Interest Receivable	2,345.31	8,993.42	8,062.38	3,276.35	3,276.35	
08 - School District 21	808.13101 - Property Taxes Principal Receivable	514,904.70	8,493,094.61	8,127,943.36	880,055.95	880,055.95	-
	808.13102 - Property Taxes Interest Receivable	5,351.62	39,308.19	35,258.53	9,401.28	9,401.28	-
9 - School District 21J	809.13101 - Property Taxes Principal Receivable	511.22	8,357.84	7,997.19	871.87	871.87	
	809.13102 - Property Taxes Interest Receivable	3.68	37.73	33.45	7.96	7.96	÷
10 - School District 29	810.13101 - Property Taxes Principal Receivable	101,262.24	1,124,444.28	1,087,790.45	137,916.07	137,916.07	-
	810.13102 - Property Taxes Interest Receivable	1,207.89	7,740.16	6,902.22	2,045.83	2,045.83	
12 - School District 59	812.13101 - Property Taxes Principal Receivable	10,379.82	171,009.98	163,667.21	17,722.59	17,722.59	-
	812.13102 - Property Taxes Interest Receivable	126.95	798.09	718.24	206.80	206.80	-
14 - School District 67	814.13101 - Property Taxes Principal Receivable	211.84	4,242.49	4,041.83	412.50	412.50	-
	814.13102 - Property Taxes Interest Receivable	1.76	14.51	12.81	. 3.46	3.46	
17 - School District 9	817.13101 - Property Taxes Principal Receivable	187.14	-	4.31	182.83	182.83	
	817.13102 - Property Taxes Interest Receivable	487.60	5.34	5.34	487.60	487.60	100
18 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable	95,032.70	1,574,885.61	1,506,942.16	162,976.15	162,976.15	
10-3 Wasco 3D 1	818.13102 - Property Taxes Interest Receivable	1,261.03	7,188.51	6,448.42	2,001.12	2,001.12	
30 - Antelope	830.13101 - Property Taxes Principal Receivable	220.83	4,596.93	4,382.54	435.22	435.22	1.1.1
50 - Antelope		6.12		·			
31 - Dufur	830.13102 - Property Taxes Interest Receivable		11.99	10.85	7.26	7.26	-
ST - Dului	831.13101 - Property Taxes Principal Receivable	4,880.07	71,744.68	68,859.76	7,764.99	7,764.99	
an Manual	831.13102 - Property Taxes Interest Receivable	45.83	267.55	239.85	73.53	73.53	-
32 - Maupin	832.13101 - Property Taxes Principal Receivable	17,438.25	290,783.81	278,200.84	30,021.22	30,021.22	
	832.13102 - Property Taxes Interest Receivable	113.68	862.51	775.95	200.24	200.24	÷
33 - Mosier	833.13101 - Property Taxes Principal Receivable	4,271.50	73,946.42	70,692.01	7,525.91	7,525.91	
	833.13102 - Property Taxes Interest Receivable	29.13	214.69	193.28	50.54	50.54	-
35 - Shaniko	835.13101 - Property Taxes Principal Receivable	250.55	6,043.71	5,738.61	555.65	555.65	×
	835.13102 - Property Taxes Interest Receivable	0.21	7.26	6.75	0.72	0.72	
36 - The Dalles	836.13101 - Property Taxes Principal Receivable	194,396.97	3,222,788.20	3,083,907.72	333,277.45	333,277.45	+
	836.13102 - Property Taxes Interest Receivable	1,470.51	9,827.59	8,840.16	2,457.94	2,457.94	-
50 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable	4,050.85	74,600.65	71,219.12	7,432.38	7,432.38	÷

February 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M Recon 3/29/19

Eden Fund & Name	Eden GL & Name	tax_year Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
new Constants and the	850.13102 - Property Taxes Interest Receivable	28.06	193.81	175.91	45.96	45.96	-
351 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable	7,548.41	119,392.83	114,372.16	12,569.08	12,569.08	-
	851.13102 - Property Taxes Interest Receivable	54.40	385.92	347.03	93.29	93.29	-
352 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable	654.62	10,501.84	10,054.96	1,101.50	1,101.50	
	852.13102 - Property Taxes Interest Receivable	4.38	33.13	29.81	7.70	7.70	-
353 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable	5,208.80	86,177.51	82,459.54	8,926.77	8,926.77	-
	853.13102 - Property Taxes Interest Receivable	35.49	264.53	237.77	62.25	62,25	
354 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable	198,678.06	3,079,760.64	2,951,544.02	326,894.68	326,894.68	-
	854.13102 - Property Taxes Interest Receivable	1,404.13	10,099.70	9,078.68	2,425.15	2,425.15	-
356 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable	13.45		1.24	12.21	12.21	
	856.13102 - Property Taxes Interest Receivable	4.52	0.90	0.90	4.52	4.52	
357 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable	71,938.54	1,187,692.25	1,136,673.65	122,957.14	122,957.14	-
	857.13102 - Property Taxes Interest Receivable	418.96	3,700.22	3,274.50	844.68	844.68	-
358 - NORCOR	858.13101 - Property Taxes Principal Receivable	9,703.76	(193.46)	3,558.88	5,951.42	5,951.42	-
	858.13102 - Property Taxes Interest Receivable	233.79	1,008.39	886.87	355.31	355.31	-
360 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable	20,581.32	337,851.16	323,351.07	35,081.41	35,081.41	2
	860.13102 - Property Taxes Interest Receivable	213.74	1.037.48	933.09	318.13	318.13	i de la
361 - White River Health	861.13101 - Property Taxes Principal Receivable	14,624.99	84,059.37	83,878.39	14,805.97	14,805.97	-
	861.13102 - Property Taxes Interest Receivable	89.04	714.04	639.61	163.47	163.47	-
362 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable	32,759.86	551,705.22	527,615.62	56,849,46	56,849.46	
	862.13102 - Property Taxes Interest Receivable	184.36	1,599.38	1,440.59	343,15	343.15	-
364 - Mosier Fire	864.13101 - Property Taxes Principal Receivable	13,177.99	219,654.15	210,176.85	22,655.29	22,655.29	100
	864.13102 - Property Taxes Interest Receivable	74.75	670.09	601.98	142.86	142.86	12
378 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable	473.18	7,749.66	7,414.16	808.68	808.68	-
	878.13102 - Property Taxes Interest Receivable	2.69	21.29	19.26	4.72	4.72	
379 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable	6,648.27	100,649.12	96,519.02	10,778.37	10,778.37	
and the second se	879.13102 - Property Taxes Interest Receivable	47.05	346.01	310.69	82.37	82.37	
380 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable	15,923.51	229,820.97	220,584.81	25,159.67	25,159.67	1.1
	880.13102 - Property Taxes Interest Receivable	106.75	818.92	732.07	193.60	193.60	2
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable	97,442.12	1,637,429.23	1,566,409.02	168,462.33	168,462.33	2
	881.13102 - Property Taxes Interest Receivable	655.59	4,975.10	4,474.06	1,156.63	1,156.63	
82 - Rock Creek District	882.13101 - Property Taxes Principal Receivable	1.03	-10/0.10	0.06	0.97	0.97	
	882.13102 - Property Taxes Interest Receivable	0.09	0.03	0.03	0.09	0.09	
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable	0.05	269,781.88	252,313.99	17,467.89	17,467.89	
	883.13102 - Property Taxes Interest Receivable		40.68	40.68	17,407.09	11,401.09	
Grand Total	000.10102 - Topeny Taxes Interest Necelvable	2,460,923,99	38,989,644.85	37,323,417.25	4,127,151.59	4,127,151.59	

783 - CATF Trust

Not PT receivable - Ascend creates as a label 783.13102 - Property Taxes Interest Receivable

15,597.54

93,967.39

25,705.33

83,859.60

March 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M Recon 4/23/19

Eden Fund & Name	Eden GL & Name	tax year Sum of beg bal	Sum of certs	Sum of receipts	Sum of end bal	Eden GL	Ascend - Eden
01 - General Fund	101.13101 - Property Taxes Principal Receivable	580,693.11	9,534,312.18	9,173,474.87	941,530.42	941,530.42	
	101.13102 - Property Taxes Interest Receivable	6,517.61	46,245.38	42,197.78	10,565.21	10,565.21	14
	101.13103 - Miscellenous Receivable	22,983.83	12,790.71	12,464.84	23,309.70	23,309.70	-
06 - Library District	706.13101 - Property Taxes Principal Receivable	89,117.95	1,466,768.03	1,411,329.07	144,556.91	144,556.91	2.
and a constrainty service service.	706.13102 - Property Taxes Interest Receivable	515.41	4,732.79	4,324.17	924.03	924.03	0
07 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable	33,721.99	555,575.23	534,563.73	54,733.49	54,733.49	
	707.13102 - Property Taxes Interest Receivable	194.86	1,790.95	1,636.35	349.46	349.46	
01 - Central OR CC	801.13101 - Property Taxes Principal Receivable	481.92	7,770.21	7,478.48	773.65	773.65	-
of bennal of 00	801.13102 - Property Taxes Interest Receivable	5.16	37.92				
02 - CGCC	802.13101 - Property Taxes Principal Receivable			34.56	8.52	8.52	-
02 - 0000	802.13101 - Property Taxes Principal Receivable	85,482.93	1,345,385.88	1,295,744.99	135,123.82	135,123.82	2
2 ECD North Control	802.13102 - Property Taxes Interest Receivable	1,270.65	6,817.83	6,319.26	1,769.22	1,769.22	-
03 - ESD North Central	803.13101 - Property Taxes Principal Receivable	360.35	6,343.12	6,091.16	612.31	612.31	21
	803.13102 - Property Taxes Interest Receivable	3.54	27.23	24.54	6.23	6.23	
04 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable	62,708.64	1,033,961.02	994,784.67	101,884.99	101,884.99	
	804.13102 - Property Taxes Interest Receivable	780.46	5,012.11	4,569.51	1,223.06	1,223.06	-
06 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable	350.50	5,602.32	5,392.33	560.49	560.49	-
and and the second second	806.13102 - Property Taxes Interest Receivable	4.82	27.90	25.41	7.31	7.31	
07 - School District 12	807.13101 - Property Taxes Principal Receivable	116,344.56	1,814,778.32	1,748,329.92	182,792.96	182,792.96	-
	807.13102 - Property Taxes Interest Receivable	2,345.31	9,434.13	8,596.82	3,182.62	3,182.62	÷
8 - School District 21	808.13101 - Property Taxes Principal Receivable	514,904.70	8,492,544.97	8,170,866.03	836,583.64	836,583.64	· · · · · ·
	808.13102 - Property Taxes Interest Receivable	5,351.62	41,278.30	37,632.56	8,997.36	8,997.36	
9 - School District 21J	809.13101 - Property Taxes Principal Receivable	511.22	8,357.30	8,039.51	829.01	829.01	-
	809.13102 - Property Taxes Interest Receivable	3.68	39.69	35.79	7.58	7.58	4
0 - School District 29	810.13101 - Property Taxes Principal Receivable	101,262.24	1,124,371.50	1,094,014.10	131,619.64	131,619.64	4
	810.13102 - Property Taxes Interest Receivable	1,207.89	8,104.30	7,347.95	1,964.24	1,964.24	~
2 - School District 59	812.13101 - Property Taxes Principal Receivable	10,379.82	170,998.91	164,532.48	16,846.25	16,846.25	2.0
	812.13102 - Property Taxes Interest Receivable	126.95	838.08	766.48	198,55	198.55	
4 - School District 67	814.13101 - Property Taxes Principal Receivable	211.84	4,242.22	4,062.48	391.58	391.58	
	814.13102 - Property Taxes Interest Receivable	1.76	15.36	13.80	3.32	3.32	1.1
7 - School District 9	817.13101 - Property Taxes Principal Receivable	187,14	10.00	4.31	182.83	182.83	
	817.13102 - Property Taxes Interest Receivable	487.60	5.34	5.34	487.60	487.60	
8 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable	95,032.70	1,574,783.70				-
o o wasco ob i	818.13102 - Property Taxes Interest Receivable	1,261.03		1,514,895.68	154,920.72	154,920.72	
0 - Antelope	830.13101 - Property Taxes Principal Receivable		7,552.99	6,886.30	1,927.72	1,927.72	-
o - Antelope	830.13102 - Property Taxes Interest Receivable	220.83	4,596.63	4,405.12	412.34	412.34	-
1 - Dufur	830.13102 - Property Taxes Interest Receivable	6.12	12.66	11.65	7.13	7.13	
	831.13101 - Property Taxes Principal Receivable	4,880.07	71,740.05	69,232.26	7,387.86	7,387.86	-
O Marinella	831.13102 - Property Taxes Interest Receivable	45.83	280.11	255.25	70.69	70.69	-
2 - Maupin	832.13101 - Property Taxes Principal Receivable	17,438.25	290,764.99	279,665.52	28,537.72	28,537.72	
	832.13102 - Property Taxes Interest Receivable	113.68	906.54	828.50	191.72	191.72	1
3 - Mosier	833.13101 - Property Taxes Principal Receivable	4,271.50	73,941.63	71,062.51	7,150.62	7,150.62	÷
	833.13102 - Property Taxes Interest Receivable	29.13	225.71	206.44	48.40	48.40	
35 - Shaniko	835.13101 - Property Taxes Principal Receivable	250.55	6,043.32	5,766.74	527.13	527.13	0 <del>9</del>
	835.13102 - Property Taxes Interest Receivable	0.21	7.83	7.36	0.68	0.68	
6 - The Dalles	836.13101 - Property Taxes Principal Receivable	194,396.97	3,222,579.63	3,100,168.68	316,807.92	316,807.92	6. E
	836.13102 - Property Taxes Interest Receivable	1,470.51	10,320.92	9,432.21	2,359.22	2,359.22	1.0
50 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable	4,050.85	74,595.82	71,587.64	7,059.03	7,059.03	

March 2019 Ascend to Eden Taxes Receivable Reconciliation

Mike M Recon 4/23/19

Eden Fund & Name	Eden GL & Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
	850.13102 - Property Taxes Interest Receivable		28.06	204.12	188.07	44.11	44.11	
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,548.41	119,385.10	114,980.83	11,952.68	11,952.68	-
	851.13102 - Property Taxes Interest Receivable		54.40	405.07	370.08	89.39	89.39	
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		654,62	10,501.16	10,108.32	1,047.46	1,047.46	
	852.13102 - Property Taxes Interest Receivable		4.38	34.76	31.77	7.37	7.37	
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,208.80	86,171.93	82,895.00	8,485.73	8,485.73	
	853.13102 - Property Taxes Interest Receivable		35.49	277.93	253.82	59.60	59.60	
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		198,678.06	3,079,561.32	2,967,293.86	310,945.52	310,945.52	A.
	854.13102 - Property Taxes Interest Receivable		1,404.13	10,598.85	9,679.85	2,323.13	2,323.13	
856 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable		13.45		1.24	12.21	12.21	-
	856.13102 - Property Taxes Interest Receivable		4.52	0.90	0.90	4.52	4.52	
857 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable		71,938.54	1,187,615.40	1,142,684.85	116,869.09	116,869.09	
	857.13102 - Property Taxes Interest Receivable		418.96	3,884.54	3,496.30	807.20	807.20	
858 - NORCOR	858,13101 - Property Taxes Principal Receivable		9,703.76	(193.46)	3,757.40	5,752.90	5,752.90	
	858.13102 - Property Taxes Interest Receivable		233.79	1,039.70	931.85	341.64	341.64	-
360 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		20,581.32	337,829.30	325,059,20	33,351.42	33,351.42	
	860.13102 - Property Taxes Interest Receivable		213.74	1,089.66	995.68	307.72	307.72	5
861 - White River Health	861.13101 - Property Taxes Principal Receivable		14,624.99	84,053.92	84,455.09	14,223.82	14,223.82	
	861,13102 - Property Taxes Interest Receivable		89.04	745.51	678.51	156.04	156.04	
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		32,759.86	551,669.52	530,395.27	54,034.11	54,034.11	
	862.13102 - Property Taxes Interest Receivable		184.36	1,684.04	1,540.77	327.63	327.63	÷-
364 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		13,177.99	219,639.93	211,286.35	21,531.57	21,531.57	-
	864.13102 - Property Taxes Interest Receivable		74.75	704.04	642.72	136.07	136.07	. ÷.
378 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		473.18	7,749.16	7,452.98	769.36	769.36	
	878.13102 - Property Taxes Interest Receivable		2.69	22.44	20.60	4.53	4.53	
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,648.27	100,642,60	97,036.76	10,254.11	10,254,11	25
	879.13102 - Property Taxes Interest Receivable		47.05	362.82	331.05	.78.82	78.82	-
380 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		15,923.51	229,806.09	221,780.55	23,949.05	23,949.05	4
	880.13102 - Property Taxes Interest Receivable		106.75	859.35	780.78	185.32	185.32	
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		97,442.12	1,637,323.26	1,574,651.18	160,114.20	160,114.20	141
	881.13102 - Property Taxes Interest Receivable		655.59	5,223.75	4,772.89	1,106.45	1,106.45	-
882 - Rock Creek District	882.13101 - Property Taxes Principal Receivable		1.03	0.000 A 10	0.06	0.97	0.97	÷.
	882.13102 - Property Taxes Interest Receivable		0.09	0.03	0.03	0.09	0.09	-
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable		-	269,764.43	253,418.33	16,346.10	16,346.10	14
and a substantial state of the substantial sta	883.13102 - Property Taxes Interest Receivable			50.79	50.79	-		
Grand Total	E A COLORADO DE COLORADO DE COLORADO		2,460,923.99	38,995,269.72	37,531,138.88	3,925,054.83	3,925,054.83	

783 - CATF Trust

Not PT receivable - Ascend creates as a label 783.13102 - Property Taxes Interest Receivable

15,597.54 98,605.54

24,689.97

89,513.11



## **CONSENT AGENDA**

## MINUTES: 5.1.2019 REGULAR SESSION

BOCC Regular Session: 5.15.2019



#### WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION MAY 1, 2019

PRESENT:	Steve Kramer, Chair
	Scott Hege, Vice-Chair
	Kathy Schwartz, County Commissioner
STAFF:	Stephanie Krell, Office Manager
	Tyler Stone, Administrative Officer

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. There are no changes to the agenda.

#### Public Comment – Landownership Concern

Mr. Richard Murray of The Dalles presents the Board with a Land Corner Monument Record from the Wasco County Surveyor in 1978, which describes the area in Township 2N, Range 2E and Section 22. Mr. Murray mentions that he has recently visited with the Assessor's office in an attempt to confirm who rightfully owns the section corner. He claims he was unsuccessful in verifying that information so he asks the Board to look into the matter. Chair Kramer states that he will have the Wasco County survey staff look into it and report back what they uncover.

#### Public Comment – Second Amendment Ordinance

Erin Haynes of The Dalles submits to the Board two ordinances (attached) which have been adopted by other Oregon counties. These documents include an affirmation of oath in support of the constitution's second amendment. She asks the Board to review the documents and to vote their support at a future session. Chair Kramer states that the Board will review the documents and return to Ms. Haynes with a conclusion.

#### Public Comment – Wilson Appeal

Sheila Dooley of Mosier expresses concern over the upcoming Wilson appeal set for the May 15, 2019 Board of County Commissioners agenda. She believes that the public notice mailer was not sent in accordance with the minimum ten (10) day notification deadline defined by LUDO. Ms. Dooley informs the board that she has discussed with other citizens in the area that would be interested in attending and they too were unaware of the meeting. She states that the Wilson appeal has the potential to set a precedent for future appeals so reiterates her desire to delay the appeal date in order for other citizens may be made aware of the hearing.

Vice-Chair Hege suggests she touch base with the Wasco County Planning Department to inquire about the public notice. Chair Kramer concurs and encourages Ms. Dooley to visit with Planning Director, Angie Brewer, to ensure that the department is properly following the LUDO public notice rules.

#### **Discussion List – Hardwick Painting Contract**

Fred Davis of the Wasco County Facilities Department informs the Board that the County property, commonly known as Annex A, is in need of painting and notes that it has been over 20 years since the last time it was painted. Mr. Davis confirms that the required process and rules were followed to select a vendor through the bidding process and three vendors expressed interest. Two vendors entered into the bidding process and both were acceptable. The lower of the two bids was submitted from Hardwick's Custom Painting.

Mr. Davis notes that the Wasco County insurance policy requires a \$2 million liability policy but Hardwick's only has a \$1 million liability policy which increased the proposed cost slightly. He states that the County has previously worked with Hardwick's on other projects and was pleased with their work so he is recommending the Board approve their proposal.

Chair Kramer asks if Mr. Davis has an estimate on the additional cost of adding the extra \$1 million insurance requirement. Mr. Davis states that he is still waiting for the estimate to be relayed but is confident that Hardwick's will not inflate the cost. Mr. Brad Timmons adds that he wrote and reviewed the contract that has been presented to the Board (attached).

#### {{{Vice-Chair Hege moves to approve the Hardwick's Painting Contract. Commissioner Schwartz seconds the motion which passes unanimously.}}}

#### **Discussion List – Fireworks Display Applications**

Chair Kramer opens the discussion by noting that approval of the Washington Ranch fireworks display applications was tabled at the last board session and that the Board received new information regarding the applications this morning.

Commissioner Schwartz provides context by adding that nine permits were submitted to the Board for approval but she had concerns about fire safety and did not feel comfortable signing the applications without more information. She reached out to the Deputy Fire Marshall regarding fire safety and Brad Timmons regarding liability. She went on to say that since then, the Board was able to tour the ranch and view the storage and staging area but she still does not feel confident that she has the expertise relating to fire safety and mentions that the Deputy Fire Marshall also noted that applications were missing pertinent information.

Mr. Timmons explains that in the absence of a fire district, the County or designee becomes the fire authority for all fireworks applications so in this case, the Board has authority or act or not on these applications. It would then go to the State of Oregon, which he notes, is rather submissive with these applications. As long as the applicant achieves the minimum requirement, the staff at the State of Oregon will approve the application. Mr. Timmons informs the Board that if they are not relying on expertise to approve or deny fireworks applications, they should exercise discretion and possibly impose conditions on approval. He goes on to say that as long as the Board has completed some level of investigation and received input from the State of Oregon, that it is reasonable to approve the applications.

Commissioner Schwartz adds that the Deputy Fire Marshall will be reaching out to the contact at Washington Ranch to answer the incomplete application questions.

Vice-Chair Hege asks for input from the Wasco County insurance agent, Mike Courtney on the County insurance coverage. Mr. Courtney recalls that a few years ago on the Washington side of the Columbia River there was a fireworks display gone wrong on property owned by Wasco County in which a wildfire ensued and a person was injured. This injury was followed by a lawsuit and it was found that the pyrotechnics sponsor had liability insurance which held the County harmless. Mr. Timmons states that he agrees with Mr. Courtney on the liability issue but adds that we do not want any wildfires and reiterates that adding conditions and setting a policy for approving applications is reasonable.

Vice-Chair Hege states that although the Board did inspect the ranch and were informed that they have their own fire crew and have been putting on fireworks displays for many years, he wants the ranch to be aware that they bear the significant risk and liability. Commissioner Schwartz expresses that she would rather encourage alternative forms of entertainment.

Chair Kramer states that the discussion will be tabled again but adds that he is disappointed that the Board could not make a motion on the topic today.

Discussion List - Oregon Social Learning Services MOU's

Molly Rogers, Youth Services Director, presents the Board two Memoranda of Understanding between Oregon Social Learning Services and Wasco County Youth Services (in the Board packet and attached). The first MOU is an agreement to partake in a research project with compensation to Wasco County of \$250 per staff to reimburse Youth Services participants for their professional development. The second MOU commits Oregon Social Learning Services to compensate Wasco County \$425 per youth for the additional services that they will be receiving from us, to include drug and alcohol intervention, gas cards and other non-traditional services. She goes on to note that the MOU's were submitted to Mr. Timmons for review and approval.

Vice-Chair Hege asks for more detail on the research project. Ms. Rogers explains that OSLS's hypothesis is that probation officers or juvenile court counselors can provide drug and alcohol interventions at the same success rate as a drug and alcohol counselor of a local mental health organization. She continues by saying that the staff in Youth Services will be acting more in an intervention role by running urine analysis more frequently.

Vice-Chair Hege asks if the compensation covers the cost of participating in the project which Ms. Rogers confirms.

{{{Commissioner Schwartz moves to approve the MOU to disperse funds of \$250 per Juvenile Probation Officer to Wasco County for participating in the Teen Success Project. Vice-Chair Hege seconds the motion which passes unanimously.}}} {{{Commissioner Schwartz moves to approve the MOU to disperse funds of \$450 per youth enrolled to Wasco County for participating in the Teen Success Project. Vice-Chair Hege seconds the motion which passes unanimously.}}}

Discussion Item – Juvenile Crime Prevention Plan

Ms. Rogers provides the Board the amended 2019 – 2021 Juvenile Crime prevention Plan (JCP) for the New Development Council and the Department of Education focuses on truancy reduction. She continues to explain that instead of continuing the plan in-house, Youth Services will be contracting with Comprehensive Family Services to perform the services at The Dalles Middle School.

Vice-Chair Hege asks if these funds are coming through the LPSCC and Ms. Rogers explains that the funds come through Wasco County because LPSCC does not have a budget. Vice-Chair Hege follows up his question and asks if this is a grant. Ms. Rogers clarifies that it is not a grant and began in 1999 with the Governor's Juvenile Crime Prevention Plan through the Criminal Justice Commission. She continues by informing the Board that they used to receive \$100,000 which has reduced over the years, making it a financial strain to staff inhouse. Ms. Rogers asks the Board to accept the recommendation by LSPCC so it may be submitted to the Department of Education.

The Board accepts the draft letter in support of the amended 2019 – 2021 JCP.

The session was adjourned at 10:26 a.m.

**Summary of Actions** 

#### **MOTIONS**

- To approve the Hardwick's Painting Contract and proposal.
- To approve the Oregon Social Learning Services MOU's to disperse funds for staff and youth participants in the Teen Success Project.

Wasco County Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



## AGENDA ITEM

Fee Schedule Ordinance

STAFF MEMO

ORDINANCE 19-003 REVISING WASCO COUNTY FEE SCHEDULE

MOTION LANGUAGE



#### **MEMORANDUM**

#### SUBJECT: Fee Schedule Ordinance

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/7/2019

#### **BACKGROUND INFORMATION:**

Wasco County updates its Fee Schedule Ordinance annually. This usually takes place at the end of the calendar year in order to capture increases in State fees which take effect on January 1<sup>st</sup> each year. As a result of incorporating the Building Codes program into Wasco County's direct services, we are updating the Fee Schedule Ordinance mid-year so that we can recognize the fees for that program in our Ordinance by the time we assume responsibility for that program on July 1, 2019.

Further revisions, if necessary, based on State and/or internal cost increases will be made and presented to the Board of Commissioners later this year with a January 1, 2020 effective date.

This will be the final reading of this Ordinance and may be brought to a vote for adoption at the May 15<sup>th</sup> Board Session.

## IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON IN AND FOR THE COUNTY OF WASCO

# IN THE MATTER OF AMENDING WASCO)COUNTY'S UNIFORM FEE SCHEDULE FOR)VARIOUS COUNTY DEPARTMENTS)#19-003

## THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

#### Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by <u>ORS 203.035-ORS 203.065</u> and by <u>ORS 192.440</u>.

#### Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

#### Section 4. ENACTMENT PROVISIONS (1)

#### (1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

#### (2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

#### (3) EFFECTIVE DATE

This Ordinance shall take effect on July 1, 2019 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a \_\_\_\_\_ to \_\_\_\_ vote on this 15<sup>th</sup> day of May, 2019.

#### ATTEST:

Kathy White Executive Assistant

APPROVED AS TO FORM:

#### WASCO COUNTY BOARD OF COMMISSIONERS

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Brad Timmons Wasco County Counsel Kathleen B. Schwartz, County Commissioner

## APPENDIX A: County Fee Schedule

Fees Across All County Depar Service Description	Fee Amount	Applicable Statute
Miscellaneous Copies/Printing/Transmissi		
Black and white copies 8.5" x 11" or 8.5" x 14"	\$0.25 per page	County Ordinance
Black and white copies 11" x 17"	\$1.00 per page	County Ordinance
Color copies (any size listed above)	\$1.00 per page	County Ordinance
Providing content on media (zip disk, jump drive, CD, etc.)	\$15.00 per media plus actual costs of services	County Ordinance
Printing computer labels	\$40.00 plus actual printing and label cost	County Ordinance
Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)	\$5.00 per transmission plus actual costs of services	County Ordinance
Research and Professional Services Fees		
Basic Research Fee (Only upon availability of staff)	\$40.00 per hour, one hour minimum, <i>unless specified by</i> <i>Department fee schedule</i>	County Ordinance
Professional Services / Complex Analysis	See specific Department fee schedule	County Ordinance
Public Record Request Fees		
Certification of a Public Record (Birth certificates, licenses, etc.)	\$3.75 per record	<u>ORS 205.320</u>
Public records request, general (Cost is req research, copies, transmission, etc.)	uest-dependent and is sum of	
Administrative Services		

Administrative Services		
Service Description	Fee Amount	Applicable Statute
FINANCE DEPARTMENT		
Placing a stop payment on a Wasco County issued check	\$33.00 per check	County Ordinance
Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account	\$25.00 per check	County Ordinance
INFORMATION SERVICES DEPARTI	MENT	
Professional Services	\$120.00 per hour	County Ordinance
GIS Mapping : See Appendix C		

#### **LEGAL SERVICES**

County Counsel Fees. *Please contact Administrative Services for estimate.* 

At current hourly rate

County Ordinance

Land-based and Civil Services		
Service Description	Fee Amount	Applicable Statute
ASSESSMENT AND TAXATION DEP	PARTMENT	
Mapping changes and new plat	\$540.00 base fee	County Ordinance
New lot created	\$50.00 each	County Ordinance
New row created	\$50.00 each	County Ordinance
New map	\$50.00 each	County Ordinance
Each map affected	\$50.00 each	County Ordinance
Lot line adjustment	\$250.00 each	County Ordinance
Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days)	\$40.00 per hour, one hour minimum	County Ordinance
Manufactured structure change of ownership in the LOIS system	\$55.00	County Ordinance
Submission of completed change of ownership forms for review and processing	\$25.00	County Ordinance
CLERK'S OFFICE Land-based Recording Fees		
(All documents presented for recording must be	"required or permitted by law to be	recorded")
Deed and Mortgage Records	\$105.00 for the 1st page,	ORS 205.320 and
Breakdown of fees:	<u>\$5.00 for each page after</u>	County Ordinance
County Clerk Fee	\$5.00 per page	
Surveyor's Land Corner Restoration	\$10.00 per document	
Geographic Information Systems (GIS Fund)	\$19.00 per document	
Assessment & Taxation Fee	\$19.00 per document \$10.00 per document	
Assessment & Taxation Fee Oregon Land Information System Fund	\$19.00 per document \$10.00 per document \$1.00 per document	
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document	000 205 220 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records	<ul> <li>\$19.00 per document</li> <li>\$10.00 per document</li> <li>\$1.00 per document</li> <li>\$60.00 per document</li> <li>\$76.00 for the 1st page,</li> </ul>	ORS 205.320 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees:	<ul> <li>\$19.00 per document</li> <li>\$10.00 per document</li> <li>\$1.00 per document</li> <li>\$60.00 per document</li> <li>\$76.00 for the 1st page,</li> <li>\$5.00 for each page after</li> </ul>	ORS 205.320 and County Ordinance
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record	<pre>\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, <u>\$5.00 for each page after</u> \$5.00 per page</pre>	
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, <u>\$5.00 for each page after</u> \$5.00 per page \$11.00 per document	
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax	<ul> <li>\$19.00 per document</li> <li>\$10.00 per document</li> <li>\$1.00 per document</li> <li>\$60.00 per document</li> <li>\$76.00 for the 1st page,</li> <li>\$5.00 for each page after</li> <li>\$5.00 per page</li> <li>\$11.00 per document</li> <li>\$60.00 per document</li> </ul>	County Ordinance
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, \$5.00 for each page after \$5.00 per page \$11.00 per document \$60.00 per document minium	County Ordinance ORS 205.320 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor County Clerk Fee, 20 lots or less	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, \$5.00 for each page after \$5.00 per page \$11.00 per document \$60.00 per document \$35.00	County Ordinance
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor County Clerk Fee, 20 lots or less County Clerk Fee, 21 lots or more	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, <u>\$5.00 for each page after</u> \$5.00 per page \$11.00 per document \$60.00 per document \$60.00 per document \$5.00 per document \$5.00 per document	County Ordinance ORS 205.320 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor County Clerk Fee, 20 lots or less County Clerk Fee, 21 lots or more Surveyor Fee, Subdivision and	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, \$5.00 for each page after \$5.00 per page \$11.00 per document \$60.00 per document \$35.00	County Ordinance ORS 205.320 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor County Clerk Fee, 20 lots or less County Clerk Fee, 21 lots or more Surveyor Fee, Subdivision and Subdivision Replat	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, <u>\$5.00 for each page after</u> \$5.00 per page \$11.00 per document \$60.00 per document <b>minium</b> \$35.00 \$50.00 \$700.00 plus \$65.00 per lot	County Ordinance ORS 205.320 and
Assessment & Taxation Fee Oregon Land Information System Fund Affordable Housing Alliance Tax Lien Records Breakdown of fees: Statutory or County Clerk Lien Record Assessment & Taxation & OLIS Fee Affordable Housing Alliance Tax Subdivision and Subdivision Replat; Condor County Clerk Fee, 20 lots or less County Clerk Fee, 21 lots or more Surveyor Fee, Subdivision and	\$19.00 per document \$10.00 per document \$1.00 per document \$60.00 per document \$76.00 for the 1st page, <u>\$5.00 for each page after</u> \$5.00 per page \$11.00 per document \$60.00 per document \$60.00 per document \$5.00 per document \$5.00 per document	County Ordinance

\$11.00 \$19.00

**GIS Fund** 

Assessment & Taxation & OLIS fee

Land Corpor Destaration Fund	£10.00	
Land Corner Restoration Fund	\$10.00 \$60.00	
Affordable Housing Alliance Tax		
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
Copy Fees	\$2.50 per page	
Partition Plat, Replat, and Property Line Ad	-	ORS 205.320 and
County Clerk Fee	\$35.00	County Ordinance
Surveyor Fee, Property Line Adjustment	4	
Plat, Single-Parcel Partition Plat or Replat	\$480.00	
Additional Pages	\$5.00 per page	
Assessment & Taxation & OLIS fee	\$11.00	
GIS Fund	\$19.00	
Land Corner Restoration Fund	\$10.00	
Affordable Housing Alliance Tax	\$60.00	
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
County Court Approval (if required)	\$10.00	
Copy Fees	\$2.50 per page	
Non Standard Documents	\$20.00 per document	<u>ORS 205.327</u>
Documents Describing More Than One	\$5 per additional transaction	ORS 205.236(4)
Transaction	or title	
Location of Record	\$3.75 location fee plus	ORS 205.320
	\$0.25 per page	
Mortgage Notice of Default (Attorney	\$100.00 (some exceptions	Senate Bill 1552
General Foreclosure Avoidance Mediation	apply)	
Fund)		
Recording Image Subscription (download	\$0.25 per page/image plus	County Ordinance
of images recorded in the Clerk's office and	cost of media if applicable	
provided on media)		
Marriage Fees		
Marriage License	\$50.00	ORS 205.320 and
		<u>ORS 106.045</u>
Civil Marriage Ceremony (in office, by	\$110.00	Senate Bill 27
appointment only)		
Staff Witness for Ceremony	\$15.00 per staff member	County Ordinance
Certified Copy of Marriage License	\$7.75	<u>ORS 205.320</u>
Time Waiver of 3-day Waiting Period	\$15.00	County Ordinance
Certificate of Parental Consent for	\$15.00 per minor	County Ordinance
Marriage of a Minor		
Amending a Filed Marriage Record	\$25.00	
Domestic Partnership Declaration		
Registration	\$50.00	<u>ORS 205.320</u>
Certification of Original Record	\$5.00 per record	<u>ORS 205.320</u>
Optional Additional Certified Copy	\$7.75	<u>ORS 205.320</u>
Elections Reports		
Request for List of Electors	\$25.00 plus 2.5¢ per	OAR 165-002-0020
	100 names	Section 1

#### PLANNING DEPARTMENT

See Appendix B

#### County and ORS

PUBLIC WORKS DEPARTMENT		
Petition for Road Vacation	\$500.00	County Ordinance
Permit for Mass Gathering	\$500.00	County Ordinance
Permit for Motor Vehicle Road Rally	\$1000.00	County Ordinance

SURVEYOR'S OFFICE		
Survey Filing (Reviewed, filed and indexed)	\$185.00 plus \$50 per page over 2 pages	<u>ORS 209.260</u>
Property Line Adjustment Survey Filing (Reviewed, filed and indexed)	\$250.00 plus \$50.00 per page over 2 pages	<u>ORS 209.260</u>
Property Line Adjustment Plat Review (Reviewed, recorded, filed and indexed)	\$480.00 per plat	ORS 92.100 and County Ordinance
Single-Parcel Partition Plat, or Single Parcel Replat Review ( <i>Reviewed, recorded, filed</i> <i>and indexed</i> )	\$480.00 per plat	ORS 92.100 and County Ordinance
Multiple-Parcel Partition Plat or Replat Review (Reviewed, recorded, filed and indexed)	\$625.00 per plat	ORS 92.100 and County Ordinance
Subdivision or Subdivision Replat Review (Reviewed, recorded, field-checked, filed and indexed)	\$700.00 per subdivision plus \$65.00 per lot	ORS 205.350 and County Ordinance
Condominium Plat Review (Reviewed, recorded, field-checked, filed and indexed	\$750.00 per condominium, plus \$70.00 per unit	ORS 205.350 and County Ordinance
Re-check or Re-design Review	50% of the original review fee	County Ordinance
Affidavit of Correction, Consent, Post- Monumentation, etc.	\$50.00 per affidavit recorded	ORS 92.170 and County Ordinance
Marking the Record Upon the Surveyor's Copy of an Original Plat	\$15.00 per recorded document	ORS 271.230 (2) and County Ordinance
Research	\$75.00 per hour after the first hour	County Ordinance
Large Format Printing or Copying	\$1.00 per square foot, \$2.00 minimum	County Ordinance

Service Description	Fee Amount	Applicable Statute
COMMUNITY CORRECTIONS DEP	ARTMENT	
Community Service Work Program	\$35.00	County Ordinance
evaluation, placement, and monitoring		
DNA Sample Draw	\$10.00	County Ordinance
Drug Testing	\$15.00 per sample for in-lab	County Ordinance
	tests	
	\$7.50 for instant tests	
Electronic Home Detention Program Placement	\$8.00 per day	County Ordinance
nter-County Transfer Request	\$25.00	County Ordinance
nterstate Compact	\$50.00	County Ordinance
Probation/Post Prison/Parole Supervision	\$35.00 per month	County Ordinance
Fravel Permit	\$5.00 each permit	County Ordinance
Freatment Program Intake	\$150.00	County Ordinance
Program Curriculum Book	\$25.00	
Freatment Program Assessment	\$150.00	County Ordinance
SHERIFF'S OFFICE		
Civil Fees	Per Statute	<u>ORS 21.300</u>
Concealed Handgun License	Per Statute	<u>ORS 166.291(5)(a</u>
Fingerprinting	\$15.00 per card or \$15.00 for electronic submission	County Ordinance
DLCC Liquor License ( <i>regular and special</i> event)	\$25.00 per permit	<u>ORS 471.166 (7)</u>
Real Property Foreclosure Sheriff Sale	\$800.00 deposit (Applicants will be billed for actual costs and employee time.)	<u>ORS 18.930(5)</u>
Sheriff Incident Reports* No charge for victim for first copy)	1–24 pages: \$15.00 per report 25–49 pages: \$20.00 per report 50+ pages: \$50.00 per report	County Ordinance
Videos	\$15.00 plus staff time*	County Ordinance
* <b>Research/Staff Time</b> – fee is based on sal	and friend have been afite afith a	County Ordinance

* <b>Research/Staff Time</b> – <i>fee is based on salary and fringe benefits of the</i> County Ordinance		
employee charged with the task (such as document research, retrieval,		
review or redaction), converted to an hourly rate. Time is charged in 15-		
minute increments with a 15-minute minimum. Call the Sheriff's Office for		
an estimate when research or staff time is needed.		
YOUTH SERVICES DEPARTMENT		
Supervision		
See Appendix D	\$30.00	County Ordinance
Formal Accountability Agreements	\$10.00	County Ordinance

Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Online Educational Classes	\$100.00	County Ordinance
Processing Request for Expunction	\$60.00	County Ordinance

BUILDING CODES DEPARTMENT	
See Appendix D	County Ordinance

Appendix B: Planning Department Fee Schedule

# **Wasco County Planning Department Fees**

**Consolidating multiple permits:** Proposals that require more than one type of review may be consolidated. The consolidated fee includes the full fee of the primary or more expensive review process and 50% of the fee for each additional review process. Type I fees accompanying Type II-IV reviews will be waived. Please contact Wasco County Planning if you would like to view the fee waiver policies and procedures.

**Multi-department review:** Several review procedures listed below require coordination with other County departments (e.g. partitions and property line adjustments). In these instances, the Planning fee includes the other applicable departments' fees to provide customers with a convenient, one-time fee collection.

**Legal Fees:** Processes, reviews, permits, et.al requiring legal review will be subject to County Counsel Fees charged at the current hourly rate.

Type I - Ministerial	Fee
Address – New or Change	\$75
Land Use Verification Letter (Not Involving Land Use	\$150
Decision)	
Marijuana Production \$1,00	0 + \$76/hour after 10 hours
Non-Structural Sign-Off – MNN (e.g., LUCS)	\$90
Structural Without Land Use Application – MNS	\$276
Telecommunications Tower - Collocation	\$1,600
Type II - Administrative	Fee
Conditional Uses	
Aggregate and Other Subsurface Resources	\$2,500
Dwelling, Non-Farm	\$2,000
Farm Ranch Recreation	\$1,600
• Other	\$1,300
Power Generating Facility (EFSC approval and required rev	view) \$76/hr
<ul> <li>Power Generating Facility (Commercial)</li> </ul>	\$5,000 + \$1,000/tower
<ul> <li>Power Generating Facility (Non-Commercial)</li> </ul>	\$1,600 + \$1,000/tower
Extension of Time for Land Use Approval	\$475
Legal Parcel Determination	\$500 + \$76/hour after 5 hours
LUDO Interpretation or Similar Use Determination	\$76/hr
Major Modification of Approval (notice is required)	\$76/hr
National Scenic Area (NSA)	
Expedited (Used listed in Section 3.110 of Wasco County N	ISALUDO) \$600
Expedited (Removal or Demolition)	\$300
Full Review (Fences and Accessory Structures Less Than 50	00 SQ) \$1,000

Full Review	\$1,800
Non-Conforming Use Review (verification, restoration or alteration)	\$1,000
Partition, Property Line Adjustment, or Replat (not involving public or private	
_roads)	
Property Line Adjustment	\$2,134
Single Parcel Partition ORS 92.176	\$2,134
Multiple Parcel Partition or Replat	\$2,279
Site Plan Review (parking, loading, and home occupations)	\$600
Subject to Standards	
Aggregate Overlay Significant Determination	\$600
<ul> <li>Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary,</li> </ul>	\$1,300
Relative)	
EPDs (Environmental Protection Districts)	\$650
Guest House	\$500
<ul> <li>Marijuana Processing and/or Wholesale \$2,000 + hourly rate of \$76/hour a</li> </ul>	fter 20 hours
• Other	\$650
<ul> <li>Utility Facilities Necessary for Public Service</li> </ul>	\$2,500
Temporary Use Permit	\$700
Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling)	\$400
Variance (Administrative) – Less Than 50% Deviation From Stated Standard	\$700

Type III Action – Planning Commission	Fee
Appeal to Planning Commission: ORS 215.416(11)(b); full refund if upheld	\$250
Mobile Home Park / RV Park	\$2,100
Other Reviews Directed to Planning Commission by Ordinance	\$1,500
Partition, Property Lind Adjustment, or Replat (involving public or private roads approvals)	
Property Line Adjustment	\$2,534
Single Parcel Partition or Replat	\$2,534
Multiple Parcel Partition or Replat	\$2,679
Planned Unit Development – Preliminary/Final Plat Review	\$3,604/\$954
Subdivision – Preliminary/Final Plat Review	\$4,104/\$954
	Plus \$65 per lot
Variance – 50% or Greater Deviation From Stated Standard	\$1,000

# Type IV Action – Board of County Commissioners

Appeal to Board of Commissioners		\$1,200
Goal Exception	\$1,700 + hourly rate of \$76/hour after 20 hours	
Zone Change	\$1,700 + hourly rate of \$76/hour after 20 hours	
Zone Change		\$1,700
Open Space Lands Tax Assessment		\$900

Fee

Road Naming/Re-Addressing (full fee + half fee for each address changed);	\$200
not land use decision Subdivision Lot Line Vacation per ORS 368.326	\$1,004

Miscellaneous	Fee
Amendment to Land Use Application Request (after pre-notice; prior to	\$350
_approval)	
Complex Projects – As Determined by Planning Director (See Policy and	\$76/hr
Process)	
Continuance/Extension Request of Planning Commission or Board Hearing	s \$500
LUBA Remand and Review	\$300
Outdoor Mass Gathering	
Less than 3000 people	\$2,500
• 3,000 or more, or 120 hrs or more	\$4,500
Pre-Application Conference - \$250 of the \$500 applies towards land use	\$500
application if applied for within 90 days of conference.	
Research / Records Request	\$45/hr
Withdrawal of Application - Refunds	
Before completeness is determined	75%Total
After completeness is determined	50% Total
After Pre-Notice or Notice of Decision is mailed	No Refund
Withdrawal of Appeal After Received	No Refund
Worked Commenced Without Required Land Use Approval	Additional 50%
	of Total Review Fee
Worked Commenced in NSA Without Required Land Use Approval	Additional 100%
	of Total Review Fee

Code Compliance	Fee
Administrative Overhead hourly rate	\$76/hr
Appeal to Hearing's Officer	\$100
Continued Non-Compliance	\$50/month
Recordation of Compliance Document	\$61
Other compliance penalty charges exist as established in Compliance Ordinance (WCCCNAO)	

Appendix C: GIS Services

Man Driago Custom Mana		
Map Prices - Custom Maps	Drico	Additional Capica (aa)
Size	Price	Additional Copies (ea)
8.5 x 11	\$7.00	\$1.00
11 x 17	\$8.00	\$1.50
18 x 24	\$12.00	\$12.00
24 x 36	\$15.00	\$15.00
24 x 40	\$25.00	\$25.00
36 x 48	\$35.00	\$35.00
Maps which take longer than 1 at our shop rate	15 minutes to make (excluding	printing time) are charged
	Available Data Layers	(Fees allowed per ORS <u>190.050)</u>
Layer	Price	Notes
Extract of Assessor's Database	\$300.00	Table Schema
Roads	\$50.00	
Taxlot Maps	N/A	See Also The Oregon Ma
Taxlots	\$1/parcel or \$1,500 for entire County	See Also Our Online Map
Other Groups/Layers - \$45.00 each	Contains	Notes
Administrative Boundaries	Columbia Gorge Urban Renewal District, City of The Dalles Watershed, School Districts, NWCPUD Subdivisions, Transition Lands Study Area, Wasco County Boundary	
Populated Places	City Limits, Urban Growth Boundaries, Rural Service Centers	See Also State Data
Tax Codes	Tax Codes	
Zoning - Cities	Zoning - Cities	
Zoning - Environmental Protection Districts	Zoning - Environmental Protection Districts	
Zoning - Wasco County	Zoning - Wasco County	
We require payment in advance fi Credit card payments get charged purchase is) to match what the co Wasco County GIS, and sent with Wasco County IS Department Attn: GIS	d an additional amount (dependin Impanies charge the County. Che	g on how much the base cks should be made out to

Construction Category RENEWABLE ELECTRICAL ENERGY	Fee
Renewable energy installation per system total	
5 kva or less	\$95.00
5.01 to 15 kva 15.01 to 25 kva	\$113.00
Solar ea addtl kva 25.01 to 100 max	\$187.00 \$7.50
Wind 25.01 to 50 kva	\$245.00
Wind 50.01 to 100 kva	\$563.00
Wind 100.01 or greater	
Service or feeders of 601 to 1000 amps or volts-addt'Ito previous range	\$245.00
Service or feeders over 1000 amps or volts-addt'l to previous range	\$563.00
Plan Review if Required (50% of Subtotal)	
MANUFACTURED DWELLING PLACEMENT	
Installation /Re-inspection	
A) Placement (includes placement, concrete slab,runners,foundation	\$192.00
B) Re-inspection (each)	\$78.00
State ManufactureDwelling fee	\$30.00
STRUCTUAL PERMIT	
Square Footage Calculation	https://cdn-web.iccsafe.org/wp-
Total Valuation Calculation	
	¢00.00
\$1.00 to \$2,000.00 \$2,001.00 to \$25,000.00	\$60.00 \$60.00 for the first \$2,000.00 plus
\$25,001.00 to \$50,000.00	\$276.20 for the first \$25,000.00
\$50,001.00 to \$100,000.00	\$451.20 for the first \$50,000.00
\$100,001.00 and up	\$686.20 for the first \$100,000.00
Other inspections	
Residential fire sprinkler 13R (standalone/closed system) – fee	
0 to 2000 sq ft, area covered	\$98.00
2001 to 3600 sq ft, area covered	\$103.50
3601 to 7200 sq ft, area covered	\$139.75
7201 sq ft and greater	\$186.25
Prescriptive solar photovoltaic system – fee includes plan review	\$160.00
Non-Prescriptive solar photovoltaic system – req's plan review	Use Structural Permit fee table
Phased plan review – \$60.00 application fee plus 10% of the total	
Deferred plan review – 65% of the building permit fee calculated using	
Inspection outside of normal business hours (minimum charge two	\$78.00 per hour
Inspection outside of normal business hours (minimum charge – two Reinspection fee	\$78.00 per hour \$78.00 per each
Reinspection fee	\$78.00 per each
	\$78.00 per each \$78.00 per hour
Reinspection fee Inspections for which no fee is specifically indicated	\$78.00 per each
Reinspection fee Inspections for which no fee is specifically indicated Plan review fees	\$78.00 per each \$78.00 per hour 65% of structural permit fee

## ELECTRICAL PERMIT

New 1&2 Family – service & attached garage included 1000 sq ft or less ( Per Unit)

# BCD FEE SCHEDULE

Each additional 500 sq. ft. or portion thereof Limited energy Each manuf. home or modular dwelling service or feeder <b>New Multifamily – total # of units:</b>	\$23.00 \$30.00 \$78.00
Use 1&2 Family rates above for largest sq ft unit – cost of largest unit Multifamily limited energy, by floor	\$54.00
Services or feeders (installation, alteration, relocation) 200 amps or less	\$95.00
201 to 400 amps	\$113.00
401 to 599 amps	\$187.00
600 to 1,000 amps	\$245.00
Over 1,000 amps or volts	\$563.00
Reconnect only Temp. services or feeders (installation, alteration, relocation)	\$63.00
200 amps or less	\$63.00
201 to 400 amps	\$86.00
401 to 599 amps	\$125.00
600 to 1,000 amps	\$204.00
Over 1,000 amps or volts Pranch circuits (new alteration extension per panel)	\$469.00
Branch circuits (new, alteration, extension per panel) Fee for branch circuits with purchase of a service or feeder fee:	
Each branch circuit	\$4.80
Fee for branch circuits without purchase of a service or feeder fee:	
First branch circuit	\$65.00
Addt'l branch circuits	\$4.80
Miscellaneous (service or feeder not included)	
Each pump or irrigation circle	\$78.00
Each sign or outline lighting	\$78.00
Signal, circuit or a limited-energy panel, alteration or extension \$63.00 Com/ \$78.00 Res Hourly rate (number of hours)	\$78.00
Minimum Permit Fee - Residential	\$78.00
Minimum Permit Fee - Commercial	\$60.00
Plan Review if Required ( 50% of Subtotal)	
MECHANICAL PERMIT	
Furnace/burner including ducts and vents:	¢10.00
Furnace up to 100k BTU/hr Furnace greater than 100k BTU/hr	\$12.00 \$18.00
Heating/cooling/stove/vents	φ10.00
Ductwork – no appliance/fixture	\$12.00
Suspended heater, recessed wall or floor mounted	\$12.00
Chimney/liner/flue/vent/gas or wood fireplace insert	\$12.00
Repair/alter/add to mechanical appliance Evaporative cooler other than portable	\$12.00 \$12.00
Air conditioner	\$12.00 \$12.00
Ventilation system, not a portion of HVAC	\$12.00
Ventilation fan connected to single duct	\$9.00
Attic/crawl space fans	φ9.00
•	\$9.00
Range hood/other kitchen equipment Clothes dryer exhaust	

## BCD FEE SCHEDULE

Floor furnace including vent Hydronic hot water system Gas piping		\$12.00 \$24.00
One to four outlets		\$24.00
Additional outlets		\$3.00
Exterior medium pressure ea 100'		\$24.00
Air-handling units including ducts		
Any size		\$12.00
Heat pump/Mini split system		
Per each		\$12.00
Incinerators		
Domestic – installation or relocation		\$12.00
Miscellaneous fees		
Hourly rate (number of hours)		\$78.00
Other heat/cool/vent/appliance, not indicated		\$12.00
Commercial installations Valuation: \$		
Up to \$3,500		\$60.00
\$3,501 to \$10,000 – for 1 <sup>st</sup> \$3,500		\$60.00
plus \$1.20/\$100 or portion thereof above \$3,500		<b>\$00.00</b>
Over $$10,001 - for 1^{st} $10,000$		\$138.00
plus \$3.00/\$1000 or portion thereof above \$10,000		φ100.00
Minimum Permit Fee		\$60.00
Plan review, if req – 50% of subtotal		φ00.00
PLUMBING PERMIT		
Residential		
New single family dwelling 1 bath/1 kitchen – incl's 1 <sup>st</sup> 100' of ea site utility, hose bibbs, icemakers, underfloor low-point drains, and rain drain		\$252.00
Ea additional bath (1/2 bath counts as whole)		\$90.00
Ea additional kitchen		\$60.00
Ea additional 100' of site utilities or fraction thereof		\$36.00
Each fixture – Addition/Alteration – <i>complete fixture list on reverse</i> &		\$24.00
Manufactured dwellings		
Site utilities -1 <sup>st</sup> 30 lineal ft <i>included in Manuf. Home Permit</i>	N/A	
Ea additional 100' of site utilities or fraction thereof		\$36.00
RV & manufactured dwelling parks		φ30.00
Base fee (incl. the first 10 or fewer spaces)		\$384.00
Each additional space		\$33.00
Commercial		<b>400.00</b>
Site utilities ea. 100' or fraction thereof		\$36.00
Residential Fire Sprinkler 13D (Fee includes Plan Review)		φ00.00
0 to 2000 sq ft, area covered		\$98.00
2001 to 3600 sq ft, area covered		\$103.50
3601 to 7200 sq ft, area covered		\$139.75
7201 sq ft and greater		\$186.25
Miscellaneous fees		Ţ
Backflow device/backwater valve		\$24.00
Reinspection/each		\$78.00
Inspections which no fee specified/hour		\$78.00
Requested by government agency under ORS 190		As agreed
Medical gas piping Valuation: \$		J

## BCD FEE SCHEDULE

\$1 to \$10,000	\$270.00
\$10,0001 and up - \$270 for the 1 <sup>st</sup> \$10,000 <i>plus \$1.80 for ea addt'l \$100</i>	φ210.00
Fixture List – RES & COM	
Absorption valve	\$24.00
Alternate potable water heating system	\$24.00
Catch basin or area drain	\$24.00
Clothes washer	\$24.00
Dishwasher	\$24.00
Drinking fountain	\$24.00
Drywell, leach line or trench drain	\$24.00
Ejectors/sump pump	\$24.00
Expansion tank	\$24.00
Fixture cap	\$24.00
Floor drain/floor sink/hub drain	\$24.00
Garbage disposal	\$24.00
Hose bib	\$24.00
Ice maker	\$24.00
Primer	\$24.00
Septic abandonment	\$24.00
Sink/basin/lavatory	\$24.00
Swimming pool piping	\$24.00
Tub/shower/shower pan	\$24.00
Urinal	\$24.00
Water closet	\$24.00
Water heater	\$24.00
CommerciaL Fixtures Only	
Interceptor/grease trap	\$24.00
Manholes	\$24.00
Roof drain	\$24.00

12% Surcharge is added to each permit



# MOTION

SUBJECT: Fee Schedule Ordinance

I move to adopt Ordinance 19-003 in the matter of amending Wasco County's Uniform Fee Schedule for Various County Departments.



# AGENDA ITEM

**Building Codes Ordinance** 

STAFF MEMO

ORDINANCE 19-004 ESTABLISHING WASCO COUNTY BUILDING CODES PROGRAM

**MOTION LANGUAGE** 



## **MEMORANDUM**

### SUBJECT: Building Codes Ordinance

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/7/2019

### **BACKGROUND INFORMATION:**

Wasco County assumes responsibility for Building Codes program on July 1, 2019; an Ordinance needs to be adopted and in effect at that time. This will be the final reading of this Ordinance and may be brought to a vote for adoption at the May 15<sup>th</sup> Board Session.



### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

### IN AND FOR THE COUNTY OF WASCO

AN ORDINANCE CONTINUING THE ASSUMPTION OF ADMINISTRATION OF THE BUILDING INSPECTION PROGRAM, AND SETTING FORTH PROGRAMS FOR THE ENFORCEMENT OF THE OREGON BUILDING CODES, INCLUDING THE OREGON SPECIALTY CODES, ELECTRICAL AND PLUMBING

#### **ORDINANCE 19-002**

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

WHEREAS, Oregon Revised Statutes and Oregon Administrative Rules allow counties and municipalities to apply for the delegation and assumption of building inspection, special codes, and electrical programs; and

WHEREAS, Wasco County has established a building code service and enforcement department, which shall be under the administrative and operational control of the Board of County Commissioners, and Wasco County is required, by the provisions of Oregon Revised Statutes and Oregon Administrative Rules Chapter 918, to adopt an ordinance for administration and enforcement of the building code program;

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

Section 1. Adoption of Oregon Building Code.

- a. Under authority of ORS 190.030 and ORS 203.045, Wasco County hereby adopts the Oregon Building Code as set forth in ORS Chapter 455 and OAR Chapter 918 as the same may be amended from time-to-time by the State legislature and by State agencies.
- b. The Wasco County Building Code enforcement jurisdiction shall apply to all areas within Wasco County's jurisdiction and within the limits of all cities therein, and the areas of any other counties or cities that have entered into intergovernmental agreements with Wasco County.
- c. The adoption of the Building Code includes the following Oregon Specialty Codes, the Administrative Rules, and Standards, which are hereby adopted and incorporated herein as though fully set forth here at:

(1) The Oregon Structural Specialty Code, as adopted by and together with OAR Chapter 918, Division 460.

(2) The Oregon Mechanical Specialty Code, as adopted by and together with OAR Chapter 918, Division 440.

(3) The Oregon Plumbing Specialty Code, as adopted by and together with OAR Chapter 918, Division 750 through Division 780.

(4) The Oregon Residential Specialty Code, as adopted by and together with OAR Chapter 918, Division 480.

(5) The Manufactured Dwelling Installation Rules, as adopted by and together with OAR Chapter 918, Division 500 through Division 520, including the Oregon Manufactured Dwelling Standard.

(6) The Oregon Electrical Specialty Code, as adopted by and together with OAR Chapter 918, Divisions 305 & 309.

(7) The sections, appendices, or provisions of the Oregon Fire Code, as specifically referenced from the State Building Code.

(8) The Oregon Recreation Parks and Organizational Camps rules, OAR Chapter 918, Division 650.

#### Section 2. Wasco County Building Codes Services.

Wasco County has created a building code services division, which shall be known as Wasco County Building Codes Services, and this division shall include officials, inspectors, and plans examiners who are qualified and licensed to act in that capacity to enforce provisions of the code and to render written and oral interpretations of the code to clarify the application of its provisions.

#### Section 3. Definitions.

For purposes of the Building Code, the following definitions shall apply:

- a. **Building Inspector.** Representatives of the Building Official appointed as employees of Wasco County Building Codes Services to administer the provisions of this ordinance and the Building Code.
- b. **Building Official.** The head official in charge of Wasco County Building Codes Services and direct supervisor of the Building Inspectors.
- c. Board of Directors. The Wasco County Board of Commissioners.
- d. **Administrative Officer.** The Chief Administrative Officer for the County and direct supervisor of the Building Official.

#### Section 4. Fees

 Fees for permits, inspections, re-inspection, plan checks, site plan review, copy costs, and other fees deemed reasonable in order to administer the Building Code shall be set and adopted from time-to-time by Resolution of the Wasco County Board of Commissioners and in accordance with OAR Chapter 918-020.

- b. The Building Official shall have authority to refund fees in accordance with any refund policy set by the Wasco County Board of Commissioners.
- c. Determination of value or valuation under any provisions of the Building Code shall be made by the Building Official. The value used in computing building permit and plan review fees shall be the total value of all construction work for the project for which the permit is issued, including all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment.

#### Section 5 General Powers and Duties of the Building Official

- a. The Building Official is authorized and directed to enforce all the provisions of the Building Code and this Ordinance.
- b. The Building Official shall have the power to render written and oral interpretations of the Building Code and shall adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of the Building Code.
- c. The Building Official may appoint deputies and other employees to carry out functions of Wasco County Building Codes Services with the approval of the Administrative Officer. References to the Building Official shall include the Building Officials appointed deputies and other employees of the agency.

#### Section 6. Right of Entry

When the Building Official deems it desirable or necessary to make an inspection to enforce the provisions of the Building Code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of the Building Code, or which otherwise makes the building or premises unsafe, dangerous, or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by the Building Code; provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be - unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

#### Section 7. Stop Work Orders.

Whenever any work is being done contrary to the provisions of the Building Code, or other pertinent laws or ordinances implemented through the enforcement of the Building Code, the Building Official may order the work stopped by notice, in writing, served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with work.

#### Section 8. Authority to Disconnect Utilities in Emergencies.

The Building Official shall have the authority to disconnect fuel-gas utility service, or energy supplies to a building, structure, premises or equipment regulated by the Building Code, in case of emergency when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or premises, in writing, of such disconnection immediately thereafter.

#### Section 9. Connection After Order to Disconnect.

Persons shall not make connections from an energy, fuel or power supply, nor supply energy or fuel to any equipment, regulated by the Building Code, which has been disconnected or ordered to be disconnected by the Building Official, or the use of which has been ordered to be discontinued by the Building Official authorizes the reconnection and use of such equipment.

#### Section 10. Occupancy Violations.

Whenever any building or structure or equipment therein, regulated by the Building Code, is being used contrary to the provision of the Building code, the Building Official may order such use discontinued and the structure or portion thereof vacated, by notice served on any person causing such use to be discontinued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure or portion thereof comply with the requirements of the Building Code.

#### Section 11. Local Appeals Process

- Any appeal of an inspector decision shall be reviewed by the Building Official. The appeal may be oral or in writing. There is no cost for this initial appeal and a decision shall normally be rendered within forty eight (48) hours of the receipt of the appeal.
- b. Any person aggrieved by the final decision of the Building Official may file an appeal with the State Building Codes Division, in accordance with their statutes and rules.

#### Section 12. Plans and Permits

- a. Except as otherwise provided by law, no building or structure regulated by the Building Code shall be erected, constructed, enlarged, altered, repaired, moved, improved, or converted unless a separate permit for each building or structure has first been obtained from the Building Official.
- b. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction

to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefor to the applicant.

- c. When the Building Official issues the permit where plans are required, the Building Official shall endorse, in writing, or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorization from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved plans.
- d. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved; provided adequate information and detailed statements have been filed complying with all pertinent requirements of the Building Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.

#### Section 13. Retention of Plans

One set of approved plans, specifications and computations shall be retained by the Building Official for the period of time as required by Oregon laws, OAR Chapter 166, from the date of completion of the work covered therein, and one set of approved plans and specifications shall be returned to the applicant, and the returned set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress. Retention of all records shall be as set forth in Oregon laws under OAR 166-150-0020 and as the same is from time-to-time amended.

#### Section 14. Validity of Permit

- a. No permit shall be issued if the parcel of land or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped, or used, is in violation of any city or county ordinance or code.
- b. The issuance or granting of a permit or approval of plans, specifications, and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the Building Code, or of any other city or county ordinance or code. Permits presuming to give authority to violate or cancel the provisions of the Building Code or other city or county ordinance or code shall not be valid.
- c. The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of the Building Code or any city or county ordinance or code.

#### Section 15. Expiration of Applications, Plans and Permits

Expiration and refunds shall be in accordance with policy set by the Building Official and approved by the Board of Commissioners.

#### Section 16. Work Without Permit; Investigation Fees

- a. Whenever any work for which a permit is required by the Building Code, including all specialties, had been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- b. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.

#### Section 17. Transfer of Permits

A permit issued to one person or fine levied may not be transferred to another, except when written consent from the original permit holder and new transferee are provided and approved by the Building Official, except that electrical permits are not transferable under any circumstances.

#### Section 18. Public Nuisance

The erection, construction, reconstruction, alteration, maintenance, installation, or use of any building, structure, manufactured dwelling, or mobile home in violation of the Building Code shall be deemed a nuisance and may be enjoined, abated or removed.

#### Section 19. Violation Enforcement

- a. No person shall erect, construct, enlarge, alter, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building structure or cause the same to be done, contrary to or in violation of this Ordinance or the State Building Code.
- b. Violation of a provision of this Ordinance shall be subject to a Civil Penalty not exceeding \$5,000,.00 for a single violation or \$1,000.00 per day for a continuing violation and shall be processed in accordance with the procedures set forth in this Ordinance.
- c. Each day that a violation of a provision of this Ordinance exists constitutes a separate violation.
- d. The penalties and remedies provided in this Ordinance are not exclusive and are in addition to other penalties and remedies available to Wasco County Building Code Services under other ordinance or law.
- e. Any appeal filed to the Oregon Building Codes Division within thirty (30) days of the original notification of violation shall stay these violation proceedings pending the date of final decision by the Division.

#### Section 20. Authority to Impose Administrative Civil Penalty

a. In addition to and not in lieu of any other enforcement mechanism authorized upon a determination of the Building Official that a person has violated a provision of this ordinance or rule adopted thereunder, the Building Official may impose upon the violator and/or any other responsible person an administrative

civil penalty as provided by this Ordinance. For purposes of this Ordinance, responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.

- b. Prior to imposing an administrative civil penalty under this Ordinance, the Building Official shall pursue reasonable attempts to secure voluntary correction, failing which the Building Official may issue a notice of civil violation to one or more of the responsible persons to correct the violation. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall not be less than thirty (30) days from the date of initial written notification.
- c. If the required correction has not been completed by the date or time specified in the order, the Building Official may impose a civil penalty on each person to whom an order to correct was issued.
- d. Notwithstanding subsection b. above, the Building Official may impose a civil penalty, even if compliance has been obtained, where the Building Official determines that the violation was done knowingly or intentionally, or was a repeat of the same or similar violation.
- e. In imposing a penalty authorized by this Section, the Building Official shall consider:
  - 1) The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
  - 2) Any prior violations of statutes, rules, orders, and permits;
  - 3) The gravity and magnitude of the violation;
  - 4) Whether the violation was repeated or continuous;
  - 5) Whether the cause of the violation was intentional or negligent.
- f. The notice of civil penalty shall include all information required by Oregon law. The notice served by mail shall be deemed received for purpose of any time computations hereunder three (3) days after the date mailed if to an address within this state, and seven (7) days after the date mailed if to an address outside this state. The notice shall either be served by personal service or shall be sent by registered or certified mail.
- g. A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to Wasco County pursuant to, and within the time limits established. If the responsible person appeals the civil penalty, the penalty shall become final, or deemed null and void upon final decision of the appointed Hearings Officer.
- h. Imposition of an administrative civil penalty does not relieve the requirement of code compliance or an investigation fee. Each day the violator fails to remedy the code violation shall constitute a separate violation that may result in additional civil penalties up to \$1,000.00 per day.

- i. Failure to pay a penalty imposed hereunder within fifteen (15) days after the penalty becomes final, as provided in subsection g., shall constitute a violation of this Ordinance. Each day the penalty is not paid shall constitute a separate violation, with additional civil penalties up to \$1,000 per day. The Building Official also is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by including, but not limited to, a lien on the property as authorized by subsection j. below. Any expenses incurred in collection will be added to the administrative penalty.
- j. If an administrative civil penalty remains unpaid thirty (30) days after such penalty becomes final, the Building Official may assess the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the docket of liens for the county in which the real property is situated. At the time such an assessment is made, the Building Official shall notify the responsible person that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the docket of county liens. The lien shall be enforced in the same manner as liens established by law. The interest shall commence from the date of entry of the lien in the lien docket.
- k. In addition to enforcement mechanisms authorized elsewhere in this Ordinance, failure to pay an administrative civil penalty, imposed pursuant to subsection a. of this Section, shall be grounds for withholding issuance of requested permits, or revocation or suspension of other permits by the responsible person on the same property.

#### Section 21. Appeal Procedures

- a. Wasco County shall appoint one or more Hearings Officers or Panel, who may be any person other than the Building Official, to hear any appeals to the Building Official's decision concerning administrative civil penalties or permit suspensions.
- A person aggrieved by an administrative action of the Building Official, taken pursuant to this Ordinance, may, within fifteen (15) days after the date of notice of the action, appeal, in writing to the Hearings Officer. The appeal shall be accompanied by a appeal fee as established by Wasco County and shall state: The appeal shall be accompanied by an appeal fee as established by Wasco County through Resolution and shall state:
  - 1) The name and address of the appellant;
  - 2) The nature of the determination being appealed;
  - 3) The reason the determination is incorrect; and
  - 4) What the correct determination of the appeal should be.

An appellant who fails to file such a statement within the time permitted waives the right to further appeal or objection, and the administrative action shall become final upon the date specified in the Notice. *Except as provided in subsection f of this Section, the appeal fee is not refundable.* 

c. If a notice of revocation of a permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon the time stated within the notice of suspension.

- d. Unless the appellant and Wasco County agree to a longer period, an appeal shall be heard by the designated Hearings Officer within thirty (30) days of the receipt of the notice of intent to appeal. At least ten (10) days prior to the hearing, Wasco County shall mail notice of the time and location thereof to the appellant.
- e. The Hearings Officer shall hear and determine the appeal on the basis of the appellant's written statement, any additional evidence deemed appropriate, the requirements of the State Building Code and this Ordinance. At the hearing, the appellant may present testimony and oral agreement personally or by counsel. The rules of evidence as used by the courts of law do not apply.
- f. The Hearings Officer shall issue a written decision within fifteen (15) days of the hearing date. The decision of the Hearings Officer after the hearing is final, and may include a determination that the appeal fee be refunded to the applicant upon a finding that the appeal was not frivolous.

#### Section 22.Effective Date

This Ordinance shall take effect on July 1, 2019 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a \_\_\_\_\_ to \_\_\_\_\_ vote on this 15<sup>th</sup> day of May, 2019.

DATED this 15<sup>th</sup> day of May, 2019.

#### **APPROVED AS TO FORM:**

#### WASCO COUNTY BOARD OF COMMISSIONERS:

Brad Timmons, County Counsel

#### Steven D. Kramer, Commission Chair

ATTESTED:

Scott C. Hege, Vice-Chair

Kathy White, Executive Assistant

Kathleen B. Schwartz, County Commissioner



# MOTION

SUBJECT: Building Codes Ordinance

I move to adopt Ordinance 19-002, an ordinance continuing the assumption of administration of the Building Inspection Program, and setting forth programs for the enforcement of the Oregon Building Codes, including the Oregon Specialty Codes, Electrical and Plumbing.



# AGENDA ITEM

Wasco County Title VI Plan

**STAFF MEMO** 

MCEDD TITLE VI PLAN

2015 WASCO COUNTY TRANSPORTATION NETWORK TITLE VI PLAN

2019 WASCO COUNTY TITLE VI PLAN

TITLE VI COMPLAINT FORM

**MOTION LANGUAGE** 



## **MEMORANDUM**

## SUBJECT: Title VI Plan

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KAYLA NELSON

DATE: 4.16.2019

### **BACKGROUND INFORMATION:**

Wasco County is responsible for adopting an updated Title VI plan following our compliance review with ODOT in December, 2018. I reviewed the attached draft with Carroll Cottingham, the Intermodal Civil Rights Manager at ODOT and he confirmed that it is in line with the current state requirements. This now needs to be reviewed for adoption.

Almost the entire document is a mirror of the current MCEDD plan (attached). I'm also attaching a copy of our prior plan for your reference.

# Mid-Columbia Economic Development District (MCEDD)

# **TITLE VI PLAN**

# Adopted June 15, 2017 Revised February 2018 Revised September 20, 2018

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# Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving Federal financial assistance.

As operator of The Link Public Transit service in The Dalles, Oregon, Mid-Columbia Economic Development District (MCEDD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, color, sex, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B

# **Title VI Complaint Procedures**

In order to comply with 49 CFR Section 21.9(b), MCEDD has developed procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. Complainants, or their representative, may file a written complaint with the Title VI Complaint Coordinator at any time within one hundred and eighty (180) days from the date of the alleged discriminatory act.

If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

# How to file a Title VI Complaint

You may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- Name, address, phone number and relationship of Representative to Complainant, if applicable
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant

A form is available at http://www.mcedd.org/about/policies, which may be completed for this purpose. (Attachment B)

## The complaint may also be filed in writing with MCEDD at the following address:

Mid-Columbia Economic Development District 515 East 2<sup>nd</sup> Street The Dalles, OR 97058 By phone: 541-296-2266 By fax: 541-296-3283

NOTE: MCEDD encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the

Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

## What happens to your complaint after it is submitted to MCEDD?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by MCEDD will be directly addressed by MCEDD. MCEDD provides for staff to take complaints and forward them to the Title VI Complaint Coordinator (Office Administrator) who categorizes, tracks them, and develops responses and forwards them to the MCEDD Executive Director for approval. The Executive Director will investigate the complaint and make a determination. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. Customer will be notified of resolution.

MCEDD shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, MCEDD shall make every effort to address all complaints in an expeditious and thorough manner.

In instances where additional information is needed for investigation of the complaint, MCEDD will contact the complainant in writing. Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information within thirty (30) calendar days may result in the administrative closure of the complaint.

Once sufficient information for investigating the complaint is received by MCEDD, a written response will be drafted, subject to review by the organization's attorney. If appropriate, MCEDD's attorney may administratively close the complaint. In this case, MCEDD will notify the complainant of the action as soon as possible.

## How you will be notified of the outcome of your complaint

MCEDD will send a final written response to the complainant and advise the complainant of his or her right to 1) appeal within seven (7) calendar days of receipt of the final written decision from MCEDD, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

A written appeal requesting review of a determination of unlawful denial of access or accommodation to services must include the customer's name, address, and telephone contact number. A statement of reason(s) why the applicant believes the denial of accommodation request or access to services was inappropriate is recommended. The MCEDD Board of Directors will set a mutually agreed-upon time and place for the review process with the applicant and/or representatives within 30 days of the request. The applicant may submit documents or other information to be included with the record and considered in the review process. Anyone needing special accommodations may contact MCEDD at 541-296-2266 for assistance.

The right of the appellant to a prompt and equitable resolution of the complaint must not be impaired by the appellant's pursuit of other remedies, such as filing of a complaint with the Department of Justice or other appropriate federal agency or the filing of a suit in state or federal court. Use of this procedure is not a prerequisite to the pursuit of other remedies.

In addition to the complaint process described above, a complainant may file a Title VI complaint or lawsuit with the following offices:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5<sup>th</sup> Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590

Oregon Department of Transportation Office of Civil Rights, MS 23 3930 Fairview Industrial Drive SE Salem, OR 97302

Washington State Department of Transportation Public Transportation Division Attn: Title VI Coordinator PO Box 47387 Olympia, WA 98504-47387

U.S. Department of Justice Civil Rights Division Coordination and Review Section – NWB 950 Pennsylvania Ave, NW Washington, DC 20530

## **Disposition of Complaints and Resolution**

*Sustained Complaints*- If the complaint is substantiated and a probable cause of a discriminatory practice based on race, color, or national origin is found to exist, MCEDD shall endeavor to eliminate said practice by means of a Remedial Action Plan. The Remedial Plan shall include: a list of all corrective actions accepted by the agency; description of how the corrective action will be implemented; and a written assurance that the agency will implement the accepted corrective action in the manner discussed in the plan.

*Unsustained Complaints-* If there is insufficient evidence to either prove or disprove the allegation(s) both parties to the complaint will be informed of the reason(s) for this disposition.

*Unfounded Complaint*- If it is determined that an act reported pursuant to this policy/procedure did not in fact occur, a finding of unfounded shall be made.

*Exonerated Complaints-* If it is determined that an act reported pursuant to this policy/procedure did in fact occur, but was lawful and proper within the guidelines established herein, a finding of exonerated shall be made.

## **Recording Title VI Investigations, Complaints and Lawsuits**

In order to comply with 49 CFR Section 21.9(b), MCEDD prepares and maintains a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming MCEDD that allege discrimination on the basis of race, color, or national origin. This list includes

the date of the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response to the investigation, lawsuit, or complaint. The MCEDD Title VI Complaint Coordinator (Office Administrator) maintains these files until closed. The MCEDD Title VI Complaint Coordinator will also maintain a log of all complaints received. Records will be stored according to state and federal record retention requirements. Tracked information will be reported to ODOT and/or WSDOT as the grantor of the funds as required.

# Additional Information Upon Request

At the discretion of FTA, information other than that required by the referenced circular may be requested, in writing, from MCEDD in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements. The MCEDD Title VI Complaint Coordinator is available to provide additional information as needed and to respond to any inquiry.

# **Board Composition and Minority Representation on Non-Elected Bodies**

Mid-Columbia Economic Development District is overseen by a Board of Directors, and the table depicting the membership of this Board as of February 2018 is depicted in the table below.

	Caucasian	Hispanic	Black or	Asian	Native	American	Two	Other
		or	African		Hawaiian	Indian or	or	
		Latino	American			Alaskan	more	
						Native	races	
Population	70,005	13,154	307	732	213	1,981	2,379	5,091
(2010								
Census)								
MCEDD	20	1	0	0	0	0	0	0
Board of								
Directors								

For the Board of Directors and Committees advising the MCEDD Board and transportation operations, MCEDD encourages participation of minorities on the Board and committees in the following manners:

- Posting information about the ability to participate on our website, through our social media platforms and through our newsletter.
- Sending press releases to the local newspapers in our regional service area.
- Conducting direct outreach to organizations and agencies representing the interests of minority populations and/or providing direct services to minority individuals.

# Record of Title VI or Other Civil Rights Investigations, Complaints or Lawsuits

To date, there have been no Title VI investigations, complaints or lawsuits.

# **Limited English Proficiency Plan**

MCEDD is committed to breaking down language barriers by implementing consistent standards of language assistance across its service area. MCEDD has adopted an updated Limited English Proficiency Plan as part of our Title VI policy. The plan is attached.

# Notifying Beneficiaries of Their Rights Under Title VI

Our website includes our Title VI policy and complaint form. The website also states the Anti-Discrimination Statement as listed in this plan. MCEDD's Title VI policy and complaint form are also posted at MCEDD's office (located at 515 East 2<sup>nd</sup> Street, The Dalles, OR) and The Dalles Transit Center (802 Chenowith Loop Road, The Dalles, OR). The Title VI Compliance Statement is included in rider guides and bus schedules as appropriate. Finally, the Title VI Compliance Statement is posted inside vehicles used for public transportation. Individuals who believe they have been discriminated against may request a complaint form from the Office Administrator at MCEDD's office.

# **Analysis of Construction Projects**

Over the last three years MCEDD has not completed a construction project requiring an environmental assessment (EA) or environmental impact statement (EIS).

# **Inclusive Public Participation**

Community Outreach is a requirement of Title VI. MCEDD and its sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected population, the public involvement process, and the resources of MCEDD. MCEDD has engaged the public in its planning and decision-making processes, as well as its marketing and outreach activities. MCEDD also follows public notification regulations as required by any federal funds received by MCEDD. Specific outreach mechanisms that are and will be employed by MCEDD include:

- In accordance with Oregon public meeting law, all public meetings, including transportation planning meetings, are advertised in local newspapers and open to the general public.
- Providing flexibility in scheduling meetings at times and locations that are accessible, including: a) holding meetings at various times, including after usual working hours and b) holding meetings at locations with access to transit, such at The Dalles Transit Center and c) holding meetings in the community such as at the library and senior center.
- Individuals requiring an interpreter or other accommodations are encouraged to contact MCEDD in advance of meetings to allow for accommodations to be made.
- Engaging with partner entities directly serving minority populations to provide communication and outreach in the most direct and accessible manner.
- MCEDD's website includes a language translator that allows all web pages and materials to be translated into almost any language.
- MCEDD uses social media, including a Twitter account and Facebook page to post information and provide opportunities for public input and comment. In addition, a monthly newsletter is directly emailed to individuals requesting a copy. Current there are over 800

recipients. This communication method allows for additional opportunities to disseminate information about meetings and services.

- MCEDD partnered with the Next Door, Inc/Nuestra Communidad Sana to provide rider information in plain language and to develop and air novellas on Radio Tierra.
- MCEDD will embark on an "Everybody Rides" campaign to assist individuals in better understanding their transportation system and recognizing that it is a resource available to all community members.

# **Anti-Discrimination Statement/Title VI Policy**

**Anti-Discrimination Statement:** Mid-Columbia Economic Development District and Gorge TransLink Alliance members are affirmative-action, equal-opportunity employers. Public Transportation services are available to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status.

**Declaración de Anti-discriminación:** Mid-Columbia Economic Development District y los miembros de la Gorge TransLink Alliance son empleadores de acción afirmativa e igualdad de oportunidades. Servicios de transporte públicos son disponibles a todos sin importar raza, color, origen nacional, genero, identidad de genero, religión, edad, altura, peso, incapacidad, creencias políticas, orientación sexual, estado de matrimonio , estado familiar o si es veterano de guerra.

MCEDD's Title VI policy and complaint form are posted on the MCEDD website (http://www.mcedd.org/about/policies/) and at MCEDD's offices (located at 515 East 2<sup>nd</sup> Street, The Dalles, OR and 802 Chenowith Loop Road, The Dalles, OR). Individuals who believe they have been discriminated against may request a complaint form from the Office Administrator at MCEDD's office.

**Ref:** FTA Circular 4702.1B Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients

## Purpose

The purpose of this policy is to establish guidelines to effectively monitor and ensure that the Mid-Columbia Economic Development District (MCEDD) is in compliance with all FTA Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21.

## Authorities

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

## **Policy Statement**

MCEDD assures that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. MCEDD is committed to creating and maintaining programs and services that are free of all forms of discrimination.

## Responsibilities

All employees of MCEDD shall follow the intent of these guidelines in a manner that reflects the organization's policy. Employees receiving information regarding violations of this order shall determine if there is any basis for the allegation and shall proceed with resolution as stated in the sections *Employee Responsibility* and/or *Investigation of Complaints and Appeal Process*.

## **Certification and Assurance**

To ensure accordance with 49 CFR Section 21.7, every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI of the Civil Rights Act of 1964. This requirement shall be fulfilled when the applicant submits its annual certifications and assurances to FTA. The text of FTA's annual certifications and assurances is available on FTA's Web site. MCEDD complies with this instruction annually in order to receive FTA funding.

# **Title VI Complaint Form**

Section I:						
Name:						
Address:						
Telephone (Home):	Te	lephone ('	Work):			
Electronic Mail Address:						
Accessible Format	Large Print Audio Tape			ape		
Requirements?	TDD		Other			
Section II:						
Are you filing this complaint			Yes*		No	
*If you answered "yes" to this		ion III.				
If not, please supply the name						
of the person for whom you a	1 0					
Please explain why you have	filed for a third party:	•				
Please confirm that you have of	abtained the normization	on of the				
aggrieved party if you are filir	-		Yes		No	
Section III:		a party.				L
I believe the discrimination I e	evnerienced was hase	d on (che	ck all the	at annly)	•	
				ii appiy)	•	
[] Race [] Col	or []N	ational O	rigin			
[] Race [] Color [] National Origin						
Date of Alleged Discrimination	on (Month. Dav. Year	r):				
Dute of Aneged Disermination (Month, Day, Tear).						
Explain as clearly as possible	what happened and v	vhv vou b	elieve vo	ou were		
					ame an	d
discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as						
names and contact information of any witnesses. If more space is needed, please use the						
back of this form.						
Section IV:						
Have you previously filed a Title VI complaint with this						
agency? Yes No						
Section V:						
Have you filed this complaint with any other Federal, State,						
or local agency, or with any Federal or State court? Yes No						

If yes, check all that apply:	
[ ] Federal Agency:	
[ ] Federal Court:	
[ ] State Agency:	
[] State Court:	
[ ] Local Agency:	
Please provide information about a conta	ct person at the agency/court where the
complaint was filed.	
Name:	Agency:
Title:	Telephone:
Address:	
Section VI:	
Name of agency complaint is against:	
Contact person:	
Title:	
Telephone number:	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

MCEDD 515 East 2<sup>nd</sup> Street The Dalles, OR 97058

# Notification of Compliance with Title VI

In order to comply with 49 CFR Section 21.9 (d) MCEDD has posted information for the public regarding the Title VI obligations and protections against discrimination afforded to the public by Title VI on the MCEDD website. MCEDD has also posted the following notice of compliance with Title VI, which is visible to the public at the MCEDD office and directs the public to the MCEDD website and to the appropriate phone number to inquire for more information. Additionally, this information is available upon request.

## Notification of Compliance with Title VI

Mid-Columbia Economic Development District (MCEDD) complies with Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients. Title VI obligations and protections against discrimination afforded to the public by Title VI can be found on the MCEDD website at http://www.mcedd.org. This information is also available upon request, please inquire inside office or contact Title VI Complaint Coordinator at (541) 296-2266.

## Notificación de la conformidad con Title VI

El Districto del Desarrollo Económico de Mid-Columbia (MCEDD) se conforma con las pautas dependientes del Title VI y del Title VI para los recipientes federales de la administración del tránsito. Las obligaciones y las protecciones del Title VI contra la discriminación producida al público por Title VI se pueden encontrar en el Web site de MCEDD en http://www.mcedd.org. Esta información está también disponible a petición, investiga por favor dentro de oficina o entra en contacto con a coordinador de la queja del Title VI en (541) 296-2266.

# FILED WASCO COUNTY

2015 AUG 19 PM 3 59 Lisa Gambee LINDA BROWN COUNTY CLERK

# <u>WASCO COUNTY</u> <u>TRANSPORTATION NETWORK</u> <u>TITLE VI PROGRAM POLICY</u>

**Ref:** FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration (FTA) Recipients (October 1, 2012)

**Purpose:** The purpose of this policy is to establish guidelines to effectively monitor and ensure that the Mid-Columbia Council of Governments Transportation Network (MCCOG/TN) is in compliance with all FTA Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21.

**Policy:** Effective July 22, 2014, MCCOG/TN will ensure that their programs, policies, and activities all comply with the Department of Transportation's (DOT) Title VI regulations. Title VI states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." MCCOG/TN is committed to creating and maintaining public transit service that is free of all forms of discrimination. The MCCOG/TN will take whatever preventive, corrective and disciplinary action necessary for behavior that violates this policy or the rights and privileges it is designed to protect.

<u>Required to provide an annual Title VI certification and assurance</u>. To ensure accordance with 49 CFR Section 21,III,(2), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI of the Civil Rights Act of 1964. This requirement shall be fulfilled when the applicant submits its annual FTA certifications and assurances to the Oregon Department of Transportation (ODOT). The text of FTA's annual certifications and assurances is available on FTA's Web site. MCCOG/TN complies with this instruction annually in order to receive FTA funding.

<u>Required to notify beneficiaries of protection under Title VI.</u> In order to comply with 49 CFR Section 21,III(5), recipients shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI. Recipients that provide transit service shall disseminate this information to the public through measures that can include but shall not be limited to a

Title VI Program Policy

WASCO COUNTY, OREGON COMMISSIONER'S JOURNAL Page 1

# CJ2015-000147

posting on MCOG/TN website. MCCOG/TN has information on their web site, in it's lobby, as well as a notice on all transit schedules and information.

<u>Required To Develop Title VI Complaint Procedures</u>. In order to comply with 49 CFR Section 21,III(6), recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. MCCOG/TN provides for staff to take complaints and then forward them to the Title VI Complaint Coordinator (Direct Service Manager) who categorizes, tracks them, develops responses and forwards them to the MCCOG/TN, Director for approval.

Required to record and report Title VI investigations, complaints and lawsuits. In order to comply with 49 CFR Section 21,III, (7), recipients shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming the recipient that allege discrimination on the basis of race, color, or national origin. This list shall include the date of the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response to the investigation, lawsuit, or complaint. MCCOG/TN Title VI Complaint Coordinator (Direct Service Manager) maintains these files. MCCOG/TN is required to report to ODOT any complaints and the results the investigations. MCCOG/TN has had no Title VI investigations, complaints or lawsuits that have occurred between September 1, 2005 and the submission of this program.

<u>Required to provide meaningful access to Limited English Proficient (LEP) persons</u>. Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient. MCCOG/TN's bus information brochure has the English written material available in Spanish as well. MCCOG/TN partners with One Community Health, a Hispanic focused health care and advocacy program that assists our Hispanic population and other low income disadvantaged populations with needs they may have. If there are other language groups identified in the future, then the MCCOG/TN will respond by providing instructions on how to use the public transit system in their language.

#### Public Participation Plan. See Exhibit A

Language Assistance Plan. See Exhibit B

Minority Representation Table. See Exhibit C

<u>Required to provide additional information upon request</u>. At the discretion of the ODOT or the FTA, information other than that required by the referenced circular may be requested, in writing, from a recipient in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements. MCCOG/TN Title VI

Complaint Coordinator (Direct Service Manager) is available to provide additional information as needed and to respond to any inquiry.

<u>Required to prepare and submit a Title VI Program</u>. FTA requires recipients to report certain general information to determine their compliance with Title VI. The collection and reporting of this program constitute the recipients' Title VI Program. To ensure compliance with 49 CFR Section 21,III, (4), FTA requires that all recipients document their compliance with this chapter by submitting a Title VI Program to ODOT once every three years.

## Discrimination

Any act or omission of an act which would prevent the use of or exclude a person from access to public transportation based on (but not limited to) race, sex, disability, or religion.

## Responsibilities

All employees of MCCOG/TN shall follow the intent of these guidelines in a manner that reflects Agency policy.

Supervisors and managers receiving information regarding violation(s) of this order shall determine if there is any basis for the allegation and shall proceed with resolution as stated in the sections *Supervisor Responsibility and/or Investigation of Complaints and Appeal Process*.

## Supervisor Responsibility

Each supervisor and manager shall:

- A) Ensure that there are no barriers to service or accommodation that would prevent public transit usage or access.
- B) Train subordinates as to what constitutes discrimination and barriers to access.
- C) Take prompt and appropriate action to avoid and minimize the incidence of any form of discrimination.
- D) Notify the MCCOG/TS Director in writing of the circumstances surrounding any reported allegations of discrimination no later than the next business day.

## **Investigation of Complaints and Appeal Process**

Various methods of resolution exist. If a customer feels that her/his accommodation request and/or access to public transportation was denied, s/he may file a complaint through the following process:

- 1) Submit a Title VI customer complaint form with contact information
- 2) Phone the transit office at (541) 296-7595
- 3) E-mail the transit office at <u>Brent.Olson@mmocg.com</u> or <u>Dan.Schwanz@mccog.com</u>

- 4) Come in to the transit office located at 1113 Kelly Ave., The Dalles, OR 97058
- 5) Mail written complaint to 1113 Kelly Ave., The Dalles, OR 97058

The Direct Service Manager or Transportation Director will investigate the complaint and make a determination. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. Customer will be notified of resolution.

If the complainant is not satisfied with the resolution, an appeal process is available. An appeal request for review of a determination of unlawful denial of access or accommodation to public transportation must be filed, in writing, within 60 calendar days of the incident. The written appeal must include the customer's name, address, and telephone contact number.

A statement of reason(s) why the applicant believes the denial of accommodation request or access to public transportation was inappropriate is recommended.

The Executive Committee of the MCCOG Board of Directors will set a mutually agreedupon time and place for the review process with the applicant and/or representatives within 30 days of the request. The applicant may submit documents or other information to be included with the record and considered in the review process. A record of the review will be kept, as determined by the Executive Committee. Anyone needing special accommodations may contact MCCOG at (541) 298-4101 for assistance.

The right of the appellant to a prompt and equitable resolution of the complaint must not be impaired by the appellant's pursuit of other remedies, such as filing of a complaint with the Department of Justice or other appropriate federal agency or the filing of a suit in state or federal court. Use of this procedure is not a prerequisite to the pursuit of other remedies.

## **Disposition of Complaints**

*Sustained Complaints*- If the complaint is substantiated, this policy and procedure prohibiting discrimination will be reviewed with the offender. Appropriate disciplinary action and/or training will be taken pursuant to the agency disciplinary procedures.

**Unsustained Complaints**- If there is insufficient evidence to either prove or disprove the allegation(s) both parties to the complaint will be informed of the reason(s) for this disposition.

**Unfounded** Complaints- If it is determined that an act reported pursuant to this policy/procedure did not in fact occur, a finding of unfounded shall be made.

**Exonerated Complaints**- If it is determined that an act reported pursuant to this policy/procedure did in fact occur, but was lawful and proper within the guidelines established herein, a finding of exonerated shall be made.

This policy was adopted by the MCCOG Board of Directors on July 22, 2014 and approved by the Wasco County Board of Commissioners this 19th day of August 2015.

> WASCO COUNTY BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod/L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell Wasco County Counsel

## Exhibit A

## Mid-Columbia Council of Governments, Transportation Network MCCOG/TN

Public Involvement Policy

#### Purpose

Mid-Columbia Council of Governments, Transportation Network (MCCOG/TN) also referred to as "Agency" establishes the following policy and actions to assist in meeting state and federal public participation requirements for public involvement in proposed transportation decisions.

#### Policy

MCCOG/TN will meaningfully involve the public in important transportation decisions by providing for early, open, continuous, and effective public participation in and access to key planning and project decision-making processes.

#### Objectives

- 1. Improve public involvement during the development and update of the Agency's transportation services and projects.
- 2. Improve the consistency of the Agency's public involvement processes.
- 3. Advise the Agency's staff regarding public participation and its importance.
- 4. Actively involve members of the public and other stakeholders in the development and update of the Agency's transportation services and projects.
- 5. Meet or exceed all state and federal requirements for public participation, including encouraging the participation of low-income, minority, limited English speaking individuals and persons with disabilities.

#### Background

The Federal Title VI program requires that the agency adopt and implement a formal public participation plan that describes the proactive strategies, procedures, and desired outcomes underpinning the Agency's public participation activities.

#### **Policy Implementation**

The purposes of these implementation actions are to implement the policy, meet federal and state regulations regarding public involvement, and to incorporate guidance received from the Public Transit Division of the Oregon Department of Transportation. These actions apply broadly to all Agency planning, project development and transportation services.

## MCCOG/TN will:

- 1. Abide by all applicable state and federal laws and rules in implementing public involvement processes.
- 2. Follow the requirements of the Oregon Public Meetings Law (ORS 192.610 to 192.690) for all advisory committees appointed by or reporting to the District, such as public notice and holding meetings at convenient and accessible locations and times.
- 3. Maintain and utilize a comprehensive list of stakeholders including, but not limited to individuals and organizations that are interested in or affected by the Agency's transportation programs and decisions; users and representatives of users of public transportation; users and representatives of people with disabilities; users and representatives of low-income users of the Agency's services, users and representatives of users who are limited English speakers; and users and representatives of users who are minorities.
- 4. During public involvement processes seek out and consider the needs of populations traditionally underserved by existing transportation systems.
- 5. Provide stakeholders with timely information about transportation issues and decision making processes and adequate notice of key decision points leading to any change or new transportation services and/or projects.
- 6. Employ visualization techniques such as maps, photographs, display boards and other devices to the maximum extent possible to help in presenting ideas and concepts.
- 7. Provide a reasonable review period (45 days or more) for any significant changes to services or significant projects, unless a shorter period is warranted due to fiscal reasons.
- 8. Involve the public and stakeholders to an appropriate and meaningful extent when making significant changes to an existing service. Technical changes may not require input, but substantive changes will. Changes to a specific goal or policy in a service or project should be completed only after consultation with the directly affected stakeholder and advisory groups.
- 9. Periodically review the effectiveness of this public involvement policy and implementation actions to ensure that they provide full, meaningful and open access to all interested parties and revise the process as appropriate.

## **Exhibit B**

## Mid-Columbia Council of Governments, Transportation Network MCCOG/TN Limited English Proficiency (LEP) Plan

#### Introduction

Mid-Columbia Council of Governments, Transportation Network MCCOG/TW also referred to as "Agency" understands that transportation is critically important to the daily lives of our community members. The purpose of this limited English proficiency plan is to comply with the Agency's responsibilities to limited English proficient (LEP) persons consistent with Title VI of the Civil Rights act of 1964 and the implementing regulations. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, provides that no person shall be subjected to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance.

#### **Executive Order 13166**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964 – National Origin Discrimination against Persons with Limited English Proficiency." Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies, private and non-profit entities, and sub recipients.

#### **Plan Summary**

The Agency has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to Agency services as required by Executive Order 13166. A limited English proficiency person is one who does not speak English as their primary language and who has limited ability to read, speak, write or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available and information for future plan updates.

The Agency will use a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the Agency's service area who may be served or likely to encounter a MCCOG/TW program, activity, or service; 2) the frequency with which LEP individuals come in contact with a MCCOG/TW service; 3) the nature and importance of the program, activity or service provided by the Agency; 4) the resources available to MCCOG/TW and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

### **Four Factor Analyses**

# 1. The number or proportion of LEP persons eligible in the service area who may be served or likely to encounter an Agency program, activity or service.

In 2011, the Migration Policy Institute: National Center on Immigrant Integration Policy reported that Hood River County (one of the Agency's service area) has a total population of 20,500 and a total LEP population of 3,500. The majority are Spanish speaking. The percentage of LEP was 16.7%. http://www.lep.gov/demog\_data/demog\_data.html

# 2. The frequency with which LEP individuals come in contact with a District program, activity, or service.

The Agency is aware of some transit service usage by LEP individuals through contacts by LEP individuals to reserve rides, others making reservations on behalf of LEP individuals and some informal "bending of the rules' by allowing LEP riders to not make advance reservations and simply board a vehicle that leaves a grocery store in Hood River and goes to Odell to the south of Hood River. The Agency assumes use of our Dial a Ride service (primary transit service offered) is lower than the percentage of LEP individuals within the Agency's service area.

The Agency will continue to assess the frequency at which staff have or could possibly have contact with LEP persons.

# 3. The nature and importance of the program, activity, or service provided by the Agency to the LEP community.

The Agency understands that transportation is critically important to the daily lives of our community members. This plan will be used to help the Agency better meet the needs of the LEP community. These include proposed changes such as any service area or level changes, property acquisitions and building/facility projects.

#### 4. Resources available to the Agency and costs.

The Agency is a fairly small transit organization relative to other transit operations in the State of Oregon. Further, the Agency is a single purpose district so it does not have other programs and/or staff to draw from for being able to provide interpretive and translation resources. The Agency has produced a basic information sheet that explains how to use the Agency's Dial-A-Ride service in English and Spanish. The Agency's Intercity Services information is very simple and would not benefit from translation. The Agency has subscribing to the language line in order to provide faster and more accurate translation services.

#### **Implementation Methods**

**1.** How to Identify an LEP Person who Needs Language Assistance – These methods may be used to help identify persons who need language assistance:

- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
- Regularly survey dispatch staff and drivers of any direct or indirect contact with LEP individuals.

**2.** Language Assistance Measures – The Agency has implemented or will implement with one year's time the following LEP measures:

- The core document the district uses to describe our Dial-A-Ride has been translated into Spanish.
- The head dispatcher has taken some Spanish classes in the past which allows for some communication with LEP individuals.
- The Agency has implemented the Language Line service.
- The Agency would like to have all of the information on its website translated within a year.
- If the Agency found a need for translation services at public meetings, the District would seek out sources for translators for meetings.

**3.** Training – Training for Agency Staff on all aspects of Title VI and LEP policies and requirements will be conducted.

**4. Outreach** – Specific outreach efforts will be evaluated on a case by case basis. Some or all of the following methods have or may be used:

• The Agency works with a regional Mobility Manager who works for the Mid-Columbia Economic Development District. The Mobility Manager has been reaching out to various Hispanic organizations in the past year to ensure that the various transit services in the mid-Columbia Gorge region are known to the various community organizations that serve large populations of LEP persons. It is anticipated that this effort will continue in the foreseeable future.

- When the Agency updates the Coordinated Transportation plan extra effort will be made to include community organizations who provide other services to LEP persons.
- All important transit documents will be translated into Spanish and be available at our transit center and provided to anyone who requests the forms. They also will be available on our website for down loading.

Monitoring and Updating the LEP Plan

This plan is designed to be flexible and is one that can be easily updated. At a minimum, the Agency will follow the Title VI Program update schedule for the LEP plan. The following are questions to help guide the Agency in monitoring and updating the LEP plan:

- In the Agency's encounters with LEP persons, were there needs met? Were they successful in using the transit system services?
- Have there been changes in the LEP population the Agency's service area?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified transit services?
- Have the Agency's resources, such as technology, staff and financial resources changed?
- Were any complaints received?

#### **Dissemination of LEP Plan**

Copies of the LEP plan will be on file at the Agency's offices. The LEP plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request. The plan will be posted on the District's website.

Any questions or comments regarding this plan should be directed to the Agency's Title VI Coordination at:

Mid-Columbia Council of Governments, Transportation Network 1113 Kelly Ave, The Dalles, OR 97058

## Exhibit C

Committee Representation	Ethnicty Race						
						Native	
			American			Hawaiian	
		Not	Indian or		Black or	or Other	
	Hispanic	Hispanic	Alaska		African	Pacific	
	or Latino	or Latino	Native	Asian	American	Islander	White
Governing Body		14				1	13
Budget Committee		7					. 7
Special Transportation Fund		7					7
Population - Hood River - 22,885	30.30%	69.70%	1.10%	1.50%	0.70%	0.20%	94%
Population - Wasco 25,515	16%	84%	4.40%	0.90%	0.60%	0.79%	91%
Population - Sherman - 1,170	6.90%	93.10%	2.10%	0.20%	0.30%	0.10%	89.90%
Population - Gilliam - 1,932	6.10%	93.90%	1.20%	0.79%	0.20%	0.70%	95%
Population - Wheeler - 1,375	4%	96%	1.80%	0.70%	0.19%	0.20%	89%

Date Updated - 08/13/15



## WASCO COUNTY TITLE VI PLAN

Adopted 05/15/2019

## INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving Federal financial assistance.

Wasco County passes through responsibility of transportation services to Mid-Columbia Economic Development District (MCEDD) and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, color, sex, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B

## TITLE VI COMPLAINT PROCEDURES

In order to comply with 49 CFR Section 21.9(b), Wasco County has developed procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. Complainants, or their representative, may file a written complaint with the Title VI Complaint Coordinator at any time within one hundred and eighty (180) days from the date of the alleged discriminatory act.

If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

## HOW TO FILE A TITLE VI COMPLAINT

You may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- Name, address, phone number and relationship of Representative to Complainant, if applicable
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant

#### The complaint may also be filed in writing with MCEDD at the following address:

Mid-Columbia Economic Development District 511 Washington St, Suite 101 The Dalles, OR 97058 By phone: 541-506-2520 By fax: 541-296-2551 NOTE: Wasco County encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

#### What happens to your complaint after it is submitted to Wasco County?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by Wasco County will be directly addressed by Wasco County. Wasco County provides for staff to take complaints and forward them to the Title VI Complaint Coordinator (Office Administrator) who categorizes, tracks them, and develops responses and forwards them to the Wasco County Administrator for approval. The Administrator will investigate the complaint and make a determination. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. Customer will be notified of resolution.

Wasco County shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, Wasco County shall make every effort to address all complaints in an expeditious and thorough manner.

In instances where additional information is needed for investigation of the complaint, Wasco County will contact the complainant in writing. Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information within thirty (30) calendar days may result in the administrative closure of the complaint.

Once sufficient information for investigating the complaint is received by Wasco County, a written response will be drafted, subject to review by the County's attorney. If appropriate, Wasco County's attorney may administratively close the complaint. In this case, Wasco County will notify the complainant of the action as soon as possible.

#### How you will be notified of the outcome of your complaint:

Wasco County will send a final written response to the complainant and advise the complainant of his or her right to 1) appeal within seven (7) calendar days of receipt of the final written decision from Wasco county, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

A written appeal requesting review of a determination of unlawful denial of access or accommodation to services must include the customer's name, address, and telephone contact number. A statement of reason(s) why the applicant believes the denial of accommodation request or access to services was inappropriate is recommended. The Wasco County Board of Commissioners will set a mutually agreed-upon time and place for the review process with the applicant and/or representatives within 30 days of the request. The applicant may submit documents or other information to be included with the record and considered in the review process. Anyone needing special accommodations may contact Wasco County at 541-296-2520 for assistance.

The right of the appellant to a prompt and equitable resolution of the complaint must not be impaired by the appellant's pursuit of other remedies, such as filing of a complaint with the Department of Justice or other appropriate federal agency or the filing of a suit in state or federal court. Use of this procedure is not a prerequisite to the pursuit of other remedies.

# In addition to the complaint process described above, a complainant may file a Title VI complaint or lawsuit with the following offices:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590

Oregon Department of Transportation Office of Civil Rights, MS 23 3930 Fairview Industrial Drive SE Salem, OR 97302

Washington State Department of Transportation Public Transportation Division Attn: Title VI Coordinator PO Box 47387 Olympia, WA 98504-47387

U.S. Department of Justice Civil Rights Division Coordination and Review Section – NWB 950 Pennsylvania Ave, NW Washington, DC 20530

#### **Disposition of Complaints and Resolution**

*Sustained Complaints*- If the complaint is substantiated and a probable cause of a discriminatory practice based on race, color, or national origin is found to exist, Wasco County shall endeavor to eliminate said practice by means of a Remedial Action Plan. The Remedial Plan shall include: a list of all corrective actions accepted by the agency; description of how the corrective action will be implemented; and a written assurance that the agency will implement the accepted corrective action in the manner discussed in the plan.

**Unsustained Complaints**- If there is insufficient evidence to either prove or disprove the allegation(s) both parties to the complaint will be informed of the reason(s) for this disposition.

**Unfounded Complaint-** If it is determined that an act reported pursuant to this policy/procedure did not in fact occur, a finding of unfounded shall be made.

**Exonerated Complaints-** If it is determined that an act reported pursuant to this policy/procedure did in fact occur, but was lawful and proper within the guidelines established herein, a finding of exonerated shall be made.

#### **Recording Title VI Investigations, Complaints and Lawsuits**

In order to comply with 49 CFR Section 21.9(b), Wasco County prepares and maintains a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming Wasco County that allege discrimination on the basis of race, color, or national origin. This list includes the date of the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response to the investigation, lawsuit, or complaint. The Wasco County Title VI Complaint Coordinator (Office Administrator) maintains these files until closed. The Wasco County Title VI Complaint Coordinator will also maintain a log of all complaints received. Records will be stored according to state and federal record retention requirements. Tracked information will be reported to ODOT and/or WSDOT as the grantor of the funds as required.

#### **Additional Information Upon Request**

At the discretion of FTA, information other than that required by the referenced circular may be requested, in writing, from Wasco County in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements. The Wasco County Title VI Complaint Coordinator is available to provide additional information as needed and to respond to any inquiry.

#### BOARD COMPOSITION AND MINORITY REPRESENTATION ON NON-ELECTED BODIES

Wasco County is overseen by a Board of Commissioners, and the table depicting the membership of this Board as of May 2019 is below:

	Caucasia n	Hispanic or Latino	Black or African American	Asian	Native Hawaiian	American Indian or Alaskan Native	Two or more races
Population (2010 Census)	22,919	4639	176	303	2017	983	630
Wasco County Board of Commissioners	3						

For the Board of Commissioners and Committees advising the Wasco county Board and transportation operations, Wasco County encourages participation of minorities on the Board and committees in the following manners:

- Posting information about the ability to participate on our website, through our social media platforms and through our newsletter.
- Sending press releases to the local newspapers in our regional service area.
- Conducting direct outreach to organizations and agencies representing the interests of minority populations and/or providing direct services to minority individuals.

# RECORD OF TITLE VI OR OTHER CIVIL RIGHTS INVESTIGATIONS, COMPLAINTS OR LAWSUITS

To date, there have been no Title VI investigations, complaints or lawsuits.

#### LIMITED ENGLISH PROFICIENCY PLAN

Wasco County is committed to breaking down language barriers by implementing consistent standards of language assistance across its service area. Wasco County leverages the MCEDD updated Limited English Proficiency Plan as part of our Title VI policy, which can be found on their website.

#### NOTIFYING BENEFICIARIES OF THEIR RIGHTS UNDER TITLE VI

Our website includes our Title VI policy and complaint form. The website also states the Anti-Discrimination Statement as listed in this plan. Wasco County's Title VI policy and complaint form are also posted at Wasco County's office (located at 511 Washington St, Suite 101, The Dalles, OR). The Title VI Compliance Statement is included in rider guides and bus schedules as appropriate. Finally, the Title VI Compliance Statement is posted inside vehicles used for public transportation. Individuals who believe they have been discriminated against may request a complaint form from the Office Administrator at Wasco County's office.

#### ANALYSIS OF CONSTRUCTION PROJECTS

Over the last three years Wasco County has not completed a construction project requiring an environmental assessment (EA) or environmental impact statement (EIS).

#### **INCLUSIVE PUBLIC PARTICIPATION**

Community Outreach is a requirement of Title VI. Wasco County and its sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Specific information about MCEDD's programs can be found in their Title VI policy.

#### ANTI-DISCRIMINATION STATEMENT/TITLE VI POLICY

Anti-Discrimination Statement: Wasco County is an affirmative-action, equal-opportunity employer. Public Transportation services are available to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status.

**Declaración de Anti-discriminación:** Wasco County y son empleadores de acción afirmativa e igualdad de oportunidades. Servicios de transporte públicos son disponibles a todos sin importar raza, color, origen nacional, genero, identidad de genero, religión, edad, altura, peso, incapacidad, creencias políticas, orientación sexual, estado de matrimonio, estado familiar o si es veterano de guerra.

Wasco County's Title VI policy and complaint form are posted on the Wasco County website (http://co.wasco.or.us) and at Wasco County's offices (located at 511 Washington Street, The Dalles, OR). Individuals who believe they have been discriminated against may request a complaint form from the Office Administrator at Wasco County's office.

**Ref:** FTA Circular 4702.1B Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients

#### Purpose

The purpose of this policy is to establish guidelines to effectively monitor and ensure that Wasco County is in compliance with all FTA Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21.

#### Authorities

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Policy Statement**

Wasco County assures that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Wasco County is committed to creating and maintaining programs and services that are free of all forms of discrimination.

#### Responsibilities

All employees of Wasco county shall follow the intent of these guidelines in a manner that reflects the organization's policy. Employees receiving information regarding violations of this order shall determine if there is any basis for the allegation and shall proceed with resolution as stated in the sections *Employee Responsibility* and/or *Investigation of Complaints and Appeal Process*.

#### **Certification and Assurance**

To ensure accordance with 49 CFR Section 21.7, every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI of the Civil Rights Act of 1964. This requirement shall be fulfilled when the applicant submits its annual certifications and assurances to FTA. The text of FTA's annual certifications and assurances is available on FTA's Web site. Wasco County complies with this instruction annually in order to receive FTA funding.

### NOTIFICATION OF COMPLIANCE WITH TITLE VI

In order to comply with 49 CFR Section 21.9 (d) MCEDD has posted information for the public regarding the Title VI obligations and protections aga7inst discrimination afforded to the public by Title VI on the Wasco County website. Wasco County has also posted the following notice of compliance with Title VI, which is visible to the public at the Wasco County office and directs the public to the Wasco County website and to the appropriate phone number to inquire for more information. Additionally, this information is available upon request.

#### Notification of Compliance with Title VI

Mid-Columbia Economic Development District (MCEDD) complies with Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients. Title VI obligations and protections against discrimination afforded to the public by Title VI can be found on the Wasco County website at http://www.co.wasco.or.us. This information is also available upon request, please inquire inside office or contact Title VI Complaint Coordinator at (541) 506-2520.

#### Notificación de la conformidad con Title VI

Wasco County se conforma con las pautas dependientes del Title VI y del Title VI para los recipientes federales de la administración del tránsito. Las obligaciones y las protecciones del Title VI contra la discriminación producida al público por Title VI se pueden encontrar en el Web site de Wasco County en http://www.co.wasco.or.us. Esta información está también disponible a petición, investiga por favor dentro de oficina o entra en contacto con a coordinador de la queja del Title VI en (541) 506-2520.

APPROVED this 15tn day of May, 2019.

# WASCO COUNTY BOARD OF COMMISSIONERS:

Name, Title

Name, Title

Name, Title

APPROVED AS TO FORM:

Bradley Timmons Wasco County Counsel

# Title VI Complaint Form

Name:         Address:         Telephone (Home):       Telephone (Work):         Electronic Mail Address:         Accessible Format       Large Print       Audio Tape         Requirements?       TDD       Other         Section II:       Variation Intervention Intervention       Variation Intervention					
Telephone (Home):Telephone (Work):Electronic Mail Address:Electronic Mail Address:Accessible FormatLarge PrintAudio TapeRequirements?TDDOtherSection II:					
Electronic Mail Address:Accessible FormatLarge PrintAudio TapeRequirements?TDDOtherSection II:					
Accessible FormatLarge PrintAudio TapeRequirements?TDDOtherSection II:					
Requirements?   TDD   Other     Section II:   Other					
Section II:					
Are you filing this complaint on your own behalf?Yes*No					
*If you answered "yes" to this question, go to Section III.					
If not, please supply the name and relationship					
of the person for whom you are complaining:					
Please explain why you have filed for a third party:					
Discourse of the second s					
Please confirm that you have obtained the permission of the aggriculture of the second party if you are filing on behalf of a third party. Yes No					
aggrieved party if you are filing on behalf of a third party.					
I believe the discrimination I experienced was based on (check all that apply):					
[] Race [] Color [] National Origin					
[] Race [] Color [] National Origin					
Date of Alleged Discrimination (Month, Day, Year):					
Date of Anegeu Diseminiation (Wonth, Day, Tear).					
Explain as clearly as possible what happened and why you believe you were					
discriminated against. Describe all persons who were involved. Include the name and					
contact information of the person(s) who discriminated against you (if known) as well as					
names and contact information of any witnesses. If more space is needed, please use the					
back of this form.					
Section IV:					
Have you previously filed a Title VI complaint with this					
agency? Yes No					
Section V:					
Have you filed this complaint with any other Federal, State, Vac Na					
or local agency, or with any Federal or State court?					

If yes, check all that apply:	
[] Federal Agency:	
[ ] Federal Court:	
State Agency:	
[ ] State Court:	
[ ] Local Agency:	
Please provide information about a conta complaint was filed.	ct person at the agency/court where the
Name:	Agency:
Title:	Telephone:
Address:	
Section VI:	
Name of agency complaint is against:	
Contact person:	
Title:	
Telephone number:	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature

Date

Please submit this form in person at the address below, or mail this form to: Wasco County 511 Washington Street, Suite 101 The Dalles, OR 97058



## MOTION

SUBJECT: Title VI Plan

I move to approve the 2019 Wasco County Title VI Plan.



# AGENDA ITEM

Wasco County Cyber Security Policy

STAFF MEMO

CYBER SECURITY POLICY

MOTION LANGUAGE



### **MEMORANDUM**

**SUBJECT: Cyber Security Policy** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/7/2019

#### **BACKGROUND INFORMATION:**

CIS is requesting this policy in writing for the Cyber Liabilities insurance by June 15th. This is the policy we have been following for years it just was never written down or officially approved (accept in the Sheriff's Office for CJIS). I have some others I am working on as well, but this is the one specifically request by CIS.



## **Cyber Security Incident Handling & Response Policy**

**Cyber Security Incident Response Plan** - There has been an increase in the number of accidental or malicious computer attacks against both government and private agencies, regardless of whether the systems are high or low profile. The following establishes an operational incident handling procedure for the Wasco County information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; track, document, and report incidents to the appropriate Wasco County personnel and/or authorities. The Director of Information Services as well as the County Administrator are the County's point-of-contact for security-related issues and will ensure the incident response reporting procedures are initiated at the local level.

**Reporting Information Security Events** - The County will promptly report incident information to appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the County will use email to expedite the reporting of security incidents. All Department Director and/or Managers will be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to Information Services Director or I.S. Department, in their absence.

**Reporting Procedures for Suspected and Actual Security Breaches** –All "Users" of Wasco County information technology services and equipment who become aware of any policy violation or suspect that their password may have been used by someone else, should first, change their password and, then, report the violation immediately to the Information Services Director or I.S. Department, in their absence.

Virus Reporting Procedures and Collection of Security Incident Information to be followed by all "Users":

- Upon identifying a problem, disconnect the network cable. For assistance, contact Information Services.
- Notify Information Services and the appropriate Chain-of-Command.
- If this is a CJIS data related event follow the CJIS Incident Handling & Response Plan.
- Information Services will notify Contractor(s) of situation if required.
- Compile information for completing an IT Security Incident Response Form (attached below to this policy).
- Suspected cause for incident (Name, virus, etc.)
- Was Antivirus software running at the time of infection?
  - How and when the problem was first identified?

- Has Local IS staff been notified/are they involved?
- Number of workstations infected?
- Any other equipment infected?
- Is there an action plan in place, for removal?
- Will infected workstations be re-imaged before reconnection?
- When was the last update of signature files?
- When was the last operating system update?
- Was any CJIS data or personal identification information compromised?

Once free from infection and given clearance by the Wasco County Information Services department, the system can be connected to the network.

## Penalties:

Violation of any of the requirements in this policy by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

## **Questions**

Any questions related to this policy may be directed to Wasco County's IS Director:

IS Director Name: Paul Ferguson Phone: (541) 506-2554	email: paulf@co.wasco.or.us
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Other Related Policy Reference:

- See Media Sanitization and Destruction Policy
- Media Disposal Policy
- Physical Protection Policy

APPROVED this 15<sup>th</sup> day of May, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS

Steve D. Kramer, Commission Chair

Scott C. Hege, County Commissioner

Kathleen B. Schwartz, County Commissioner

APPROVED AS TO FORM:

Brad Timmons,

## Wasco County Counsel

## Wasco County Security Incident Response Form

	Ι	I
Date of Report:	Date of Incident:	Reporting Person:
Phone/Ext/E-mail:		
Location of Incident:		
System(s) Affected:		
Method of Detection:		
Nature of Incident:		
Nature of incident.		
Incident Description:		
Actions Taken/Resolution:		
Person(s) Notified:		



## MOTION

**SUBJECT: Cyber Security Policy** 

I move to approve the Wasco County Cyber Security Incident Handling and Response Policy.



# AGENDA ITEM

Transportation Grant Application

MCEDD MEMO

LETTER OF SUPPORT

**APPLICATION** 



### MEMORANDUM

Date: May 7, 2019 To: Wasco County Board of County Commissioners From: Jessica Metta, Mid-Columbia Economic Development District Deputy Director Re: Request for Support to Submit Transportation and Growth Management Grant for Wasco County Transit Development Plan

#### **Requests**

1. Authorize an application from Wasco County, prepared by Mid-Columbia Economic Development District (MCEDD), to the Oregon Department of Transportation (ODOT) Transportation and Growth Management Program in support of developing a Wasco County Transit Development Plan.

2. Submit a letter or resolution of support for the application.

#### **Background**

ODOT offers annual grants through the Transportation and Growth Management Program to support transportation and land use planning in Oregon. Wasco County, with support from MCEDD, submitted a similar application in 2018. While we were not successful due to limited grant resources, the state encouraged us to reapply this year.

The project would be to build on The Dalles 2016 Transit Feasibility Study to create a full Transit Development Plan for Wasco County, providing short- and long-term strategic guidance to transit providers in Wasco County for the provision of transit services, operational and capital expenditures, and coordination with Columbia Gorge regional transit providers over the next 20 years.

Wasco County is the eligible applicant. In partnership with Wasco County, MCEDD staff would take on full grant application development, grant administration and reporting duties. Wasco County will have a minor role as the pass-through entity for financial transactions and verification.

The application is due June 6, 2019 with awards announced in August. MCEDD would be seeking to use the STIF dollars allocated to Wasco County for the required 12% grant match. An initial consultant estimate for this study suggests a cost of around \$125,000. There are no Wasco County funds needed for this project as it would be all covered by grant sources, if approved.

A draft grant application and letter of support are included with this memo.



#### **BOARD OF COUNTY COMMISSIONERS**

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

Pioneering pathways to prosperity.

May 15, 2019 Oregon Department of Transportation Transportation and Growth Management Program 555 13th Street, Suite 2 Salem, OR 97301

TGM Grants Committee:

The Wasco County Board of County Commissioners is in full support of Wasco County's application to the Transportation and Growth Management Program, in partnership with Mid-Columbia Economic Development District (MCEDD), for grant assistance to develop a Wasco County Transit Development Plan. Wasco County will greatly benefit from the long-term guidance and short-term strategies that such a plan can provide.

In 2016, The Dalles Transportation System Plan included development of a Transit Feasibility Study for Wasco County's largest city, which was implemented in April 2019 with a new deviated fixed route. With this new route and increased transit funding through the Statewide Transportation Improvement Funds (STIF), Wasco County, in partnership with MCEDD, seeks to build off The Dalles Transit Feasibility Study to create a full county-wide Transit Development Plan, providing short- and long-term strategic guidance to transit providers in Wasco County for the provision of transit services, operational and capital expenditures, and coordination with Columbia Gorge regional transit providers over the next 20 years.

Wasco County's citizens would benefit from a comprehensive, county-wide Transit Development Plan as we move into a future of population growth with an increased elderly population. We also see this as an opportunity to bring in more partners and increase support for disabled and low-income populations through transit. For these reasons, as well as the technological advances that are coming to make transit more useful than ever, we fully support this proposal.

We are committed to assisting the development of this plan and will participate by providing input into the plan and engagin in community outreach. We also appreciate and respect the work of MCEDD in the region and welcome the opportunity to develop this plan together.

We authorize our staff to submit this application, to accept the award if approved, to sign all required documentation pertaining to the grant and to commit to providing cash and/ or in-kind match as noted in the application if approved.

We fully support this grant application and urge your approval.

Sincerely,

Steven D. Kramer Commission Chair

## **TGM 2019 Grant Application**

Transportation and Growth Management Program grant application for the year 2019.

Be sure to download and review the <u>2019 application packet</u> before filling out this grant application. Additional resources and examples of successful applications can be found on the <u>TGM planning grants page</u>.

You can save your progress by clicking the "Save" button at the bottom of the form.

Type of grant *		ODOT region (1-5): *		
Category 1: Transportation System Plan	ning 🗸	4		
Primary applicant jurisdiction: *				
Wasco County				
Project title: *				
Wasco County Transit Development Plar	ı			
Mailing address: *				
511 Washington Street, Suite 101				
Address Line 2				
The Dalles	Oregon	~	97058	
Contact person name: *		Contact person ti	tle:	
Tyler		County Administrator		
Stone				
Contact phone: *		Contact email: *		
(541) 506-2552		tylers@co.wasco.or.us		
List other local jurisdictions providi	ng match:			

#### Summary description of project: \*

Wasco County has never benefited from the short- and long-term strategic guidance of a Transit Development Plan. In February 2018, transit operations in Wasco County with the LINK Transportation Network transitioned to Mid-Columbia Economic Development District (MCEDD). With increased transit funding through House Bill 2017, Wasco County and MCEDD seek to create a full Transit Development Plan with expected outcomes including: 1) a comprehensive outreach process that offers community input on mobility needs and issues; 2) an existing conditions report including factors that impact mobility and transit use in Wasco County; 3) an operational and capital plan that meets identified needs and gaps; 4) a detailed financial and implementation plan that offers a viable and sustainable blueprint for the next 20 years. The

outcomes will consider coordination with other transit providers in the Gorge in recognition of our important regional connections.

Describe the purpose of your project and the expected outcomes. Do not refer to text within the application form. (Maximum characters: 1,000)

## **Project cost table**

## TGM funds requested

Consultant:	\$ 125,000
Local reimbursement:	\$
Total TGM funds requested	\$ 125,000
Local match	
12% minimum (calculated)	\$ 17,045
Match to be provided	
Labor, supplies and services during project:	\$
Payment when Intergovernmental Agreement is signed:	\$ 20,000

### **Certifications** \*

• This application was prepared by staff of the primary applicant or staff of one of the involved jurisdictions.

This application was prepared by the following compensated consultant (indicate below):

## Consultant name (if applicable):

Consultants may prepare the jurisdiction's application. However, uncompensated consultants are not eligible to participate in the project itself. Consultants who are paid to prepare the application may be eligible to participate in the project. Contact Cindy Lesmeister at 503-986-4349 if you have questions.

By checking this box, I certify that my organization listed above supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for Transportation and Growth Management funds. I further certify that matching funds are available or will be available for the proposed project. I understand that all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project.

Date \*

Ê

## **Eligibility requirements**

The following three eligibility requirements are reviewed on a pass/fail basis. Applications found to not meet each of these requirements will not be scored against the award criteria and will not be awarded a grant.

### 1. Clear transportation relationship

A proposed project must have a clear transportation relationship and produce transportation benefits. A project must entail analysis, evaluation and selection of alternatives, development of implementation actions, and public involvement that results in a long range transportation plan, land use plan, or other product that addresses a transportation problem, need, opportunity, or issue of local or regional importance.

The project would result in a Transit Development Plan for Wasco County that would produce the transportation benefits of laying out an operational and capital plan, financial and implementation plan for the next 20 years of transit. This work would be done through the work of consultants who would incorporate comprehensive community outreach on mobility needs and issues and analyze alternative scenarios to determine the most viable and sustainable plan for transit to fully serve the transit needs of Wasco County through 2040.

Maximum characters: 1,000 | (Click and drag right-hand corner to see full response.)

### 2. Adoption of products to meet project objectives

A proposed project must include preparation of an adoption-ready product or products that lead to a local policy decision and that directly address the project objectives, such as a transportation system plan, comprehensive plan amendment, land use plan, code amendment, implementation program, or intergovernmental agreement. Projects are expected to include adoption hearings (or equivalent) by the governing body or to prepare products which will be adopted as part of a larger project.

This project will provide Wasco County and MCEDD with a Transit Development Plan that will be adopted at public hearings to guide the development of the transit system and services throughout Wasco County. The implementation program will be overseen by MCEDD as operator of the LINK Transportation Network, with policies, goals, objectives and recommended improvements for LINK management, operations and capital. In addition, Wasco County and MCEDD will encourage partners including the City of The Dalles (and where necessary or appropriate other jurisdictions outside of Wasco County) to adopt the Transit Development Plan into their respective transportation system plans and, if applicable, include any proposed on-street capital improvements in local budgets or capital improvement plans.

Maximum characters: 800 | (Click and drag right-hand corner to see full response.)

## 3. Support of local officials

A proposed project must clearly demonstrate that local officials, both the primary applicant and any co-applicants, understand the purpose of the grant application and support the project objectives. A resolution of support, meeting minutes, or authorized letter from the governing body of all applicants (e.g. City Council, Board of Commissioners, or Transit Board) must be submitted with the application to meet this requirement.

### Upload your resolution, minutes or authorized letter from governing body of applying jurisdiction(s) here: \*

Upload or drag files here.

## Award criteria

Applications will be scored on the following criteria. Instructions for responding to these criteria can be found in the <u>application packet</u>.

TGM may award up to 10 bonus points for innovation.

## 1. Proposed project addresses a need and supports TGM objectives (up to 40 points)

The project clearly and effectively addresses a local or regional transportation or transportation-related land use issue, problem, need, or opportunity and will achieve one or more of the TGM objectives.

The purpose of the project is to develop a Wasco County Transit Development Plan for the next 20 years, including: 1) a comprehensive outreach process that offers community input on mobility needs and issues; 2) an existing conditions report including factors that impact mobility and transit use in Wasco County; 3) an operational and capital plan that meets identified needs and gaps; 4) a detailed financial and implementation plan that offers a viable and sustainable blueprint through 2040. The outcomes will consider coordination with other transit providers in the Gorge in recognition of our important regional connections.

With increased transit funding through House Bill 2017 and increased transit options from regional providers connecting into Wasco County, development of a full Transit Development Plan presents an important opportunity to set a clear direction for the future of transit in Wasco County.

The specific TGM Objectives that will be achieved by this project include:

1. Provide transportation choices to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth.

1.1 A balanced, interconnected, and safe transportation system that provides a variety of transportation options and supports land uses. \*\*Response: A TDP will allow for Wasco County to improve the interconnectedness of transit options in the County and beyond.\*\*

1.2 Appropriately sited, designed, and managed local, regional, and state transportation facilities and services that support the movement of goods and provide for services. \*\*Response: A TDP will guide future siting, design and management of transit facilities (bus stops, routes, vehicle facilities, etc.) as well as transit services (hours, vehicles, etc.) to ensure they are appropriate based on an analysis of future needs.\*\*

1.3 Mobility choices for underserved communities and those with limited options. \*\*Response: A TDP will analyze the mobility needs of underserved communities in Wasco County and result in an implementation plan to increase their options.\*\*

1.4 Safe and convenient walking, biking, and public transportation opportunities to support a healthy, active lifestyle. \*\*Response: A TDP will include analysis of the needs and opportunities to better serve transit users with bike racks and routes to key destinations that improve health.\*\*

4 Save public and private costs with compact land uses and well-connected transportation patterns.

4.2 Future transportation needs accommodated within the existing or improved system, thus minimizing, delaying, or providing an alternative to constructing additional major infrastructure projects. \*\*Response: A TDP will result in a more useful transit system for the future of Wasco County. This will result in increased ridership, lowering the number of personal vehicles on the road and helping to create an alternative to major infrastructure projects such as wider roads and more parking lots or structures.\*\*

5 Promote environmental stewardship through sustainable land use and transportation planning.

5.1 Transportation systems and land use patterns that protect valuable natural resources, promote energy efficiency, and reduce emissions of air pollution and greenhouse gases. \*\*Response: A TDP will result in a well-designed transit system in Wasco County that will encourage additional riders over time. More riders mean fewer personal vehicles on the road, thereby reducing emissions of air pollution and greenhouse gases. Additionally, the TDP will evaluate the future of an electric vehicle transit fleet for Wasco County, resulting in a possible greater reduction in air pollution and greenhouse gases.\*\*

Maximum characters: 10,000 | (Click and drag right-hand corner to see full response.)

## 2. Proposed project is timely and urgent (up to 25 points)

https://www.cognitoforms.com/ODOT2/TGM2019GrantApplication#DqltSer8GLTh09YjRFF5i4-RZW3Hk\_MfyMT-bJy307U\$\*

The application demonstrates timeliness and urgency. The project is needed now to:

- · address pressing local transportation and land use issues
- make amendments to local plans or regulations necessitated by changes in federal regulations, state requirements, or regional plans
- make amendments to local plans or regulations necessitated by changes that were not anticipated in previous plans including growth or lack of growth, changes in land use patterns, or changes in available funding
- build on, complement, or take a necessary step toward completing or implementing other high-priority community initiatives, including supporting a Governor's Regional Solutions team priority
- resolve transportation or land-use-related issues affecting the project readiness of local, regional or state transportation
  projects for which funding is expected to be obligated within the near future.

Wasco County has never benefited from a Transit Development Plan (TDP). The City of The Dalles completed a Transit Feasibility Study as part of its' 2016 Transportation System Plan update. This city-only plan has already proved useful in receiving grant funding for a deviated fixed-route in The Dalles that was just launched in April 2019. A Wasco County TDP would draw on the background research in this Feasibility Study, but expand the focus to the entirety of Wasco County with a fully-developed operations, capital, financial and implementation plan for transit through 2040.

Additionally, there have been numerous changes to public transit reaching into Wasco County since The Dalles' 2016 Transit Feasibility Study. These include:

- Operation of the LINK Transportation Network transferring to MCEDD in February 2016.
- Approval of House Bill 2017 which will result in large increases in transit funding to Wasco County.

• Increased service to The Dalles from Columbia Area Transit (Hood River County) and Mount Adams Transportation District (Klickitat County), providing opportunities to tie into a strong, larger regional system.

A TDP would assist in creating a strong vision and goals for transit in Wasco County, as well as building out the governance

and administrative structure. The timing of the TDP would also play in well with the launch of the deviated fixed-route in The Dalles noted above, by allowing MCEDD to assess and then build on the new service for longer-term transit opportunities and for routes reaching beyond The Dalles.

We also see the opportunities coming for smaller transit operations through new technologies, such as mobile ticketing, electric vehicles, and real-time transit information online, plus possibly autonomous vehicles in the future. A TDP will enable Wasco County transit providers to best plan for these opportunities.

Maximum characters: 3,500 | (Click and drag right-hand corner to see full response.)

### 3. Proposed project approach is reasonable (up to 20 points)

The application demonstrates a clear approach to achieving the expected outcome and includes consideration for adoption. Where substantial coordination with other local, regional, and state planning efforts will need to occur, the mechanisms and responsibilities for the coordination are clear.

The following description of project tasks and timeline describe the work to be completed within this project, pending scope negotiations. It also indicates the parties managing and completing each task, and the project's adoption process. Due to the limited time availability of staff, Wasco County and MCEDD will rely substantially on the collaborative work of a consultant for the majority of the work.

Task 1: Inventory of existing services

Months 1-2 of project. Coordinated and completed by MCEDD.

Task 2: Review relevant established plans, goals, and policies from the below jurisdictions. Months 1-2 of project. Coordinated and completed by consultant.

Wasco County

• Neighboring Counties: Hood River and Sherman in Oregon, Klickitat in Washington

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- Wasco County Cities: The Dalles, Dufur, Maupin, Mosier, Antelope, Shaniko
- Adjacent Transit Service Providers: Columbia Area Transit, Mount Adams Transportation Service
- Non-Profits
- Private Transportation Providers

Task 3: Research, analysis, needs

Months 2-3 of project. Coordinated and completed by consultant with assistance from MCEDD.

- Demographics
- Economy
- Population
- Transit Dependent

Limited English Proficiency (i.e. Spanish)

Task 4: Public outreach

Months 1-12 of project. Coordinated and completed by consultant with assistance from MCEDD. Conducted early to gather input as well as public meetings to gather feedback on a draft plan prior to adoption.

- Wasco County Statewide Transportation Improvement Fund Advisory Committee
- Wasco County Special Transportation Fund Advisory Committee
- Focus Group with local jurisdictions
- Focus Group with transportation providers
- Public meetings (4-6 throughout the County)
- · Focus Group or survey of Human Service Providers and/or elderly and disabled populations
- Focus Group (youth/Students)
- Focus Group (Limited English proficiency groups)
- Survey current Riders
- Survey general public
- Survey other groups as needed

Task 5: Outcomes/ benchmarks Months 3-5 of project. Coordinated and completed by consultant.

Task 6: Gap analysis

Months 4-6 of project. Coordinated and completed by consultant.

Operating and service gaps

Capital and infrastructure Needs

Task 7: Coordination/ collaboration

Months 5-7 of project. Coordinated and completed by consultant with assistance from MCEDD.

Assess and examine relationships between the LINK Transportation Network, human service organizations, other

Transportation providers, local jurisdictions within and adjacent to Wasco County.

• Provide recommendations for improving coordination, collaboration, IGA's, etc. to accomplish collective goals and/or to resolve issues where goals may not be aligned

Task 8: Vision and opportunities

Months 7-9 of project. Coordinated and completed by consultant.

- Assess future ridership potential
- Future service recommendations
- Future transportation options
- Future connections between transit and recreational areas
- Future technologies

Task 9: Land Use Development

Months 9-10 of project. Coordinated and completed by consultant.

- Analyze development trends, growth opportunities
- Development mechanism for transit input into land use decisions (local, County, etc.)

• Develop examples of model language for local jurisdictions for decisions effecting transit or development having an impact on transit services

Task 10: Develop Wasco County Transit Development Plan Document

Months 6-12 of project. Coordinated and completed by consultant.

- 20 year vision based on a comprehensive analysis of current and future conditions in Wasco County that may affect transit
- Identify and prioritize recommendations based on public input, research, assessment etc.
- Develop operational and capital improvement plan that meets identified needs and gaps

• Develop detailed financial and implementation plan that includes short- and long-term projects, constrained and unconstrained financing Task 11: Presentation to Local Governments and Adoption

Months 12-14 of project. Coordinated and completed by MCEDD with assistance of consultant.

• Presenting final draft to Wasco County Board of Commissioners and the Cities of The Dalles, Dufur, Maupin and Mosier for feedback

• Making changes to address needs of communities within the plan

• Presenting final plan to Wasco County Board of Commissioners for adoption

Maximum characters: 4,500 | (Click and drag right-hand corner to see full response.)

# 4. Proposed project has community support (up to 5 points)

The application demonstrates that there is local support for project objectives, a commitment to participate, and a desire to implement the expected outcome.

The #### attached letters indicate local support for the project and its objectives and also outline each respondent's commitment to participate in the planning process and its outcomes.

Maximum characters: 1,000 | (Click and drag right-hand corner to see full response.)

#### Upload letters of support from stakeholders here:

Upload or drag files here.

## 5. Proposed project sponsor readiness and capacity (up to 10 points)

The application demonstrates that the local government is ready and able to begin the project within the TGM timetable and that there is local commitment and capability to manage and complete the project. The application demonstrates, if applicable, successful performance on previous TGM projects.

Wasco County will be working primarily with MCEDD, operator of the LINK, as the lead on this project. MCEDD has proven transit commitment and capability to manage this project through its years of mobility management in the region as leader of the Gorge TransLink, the regional alliance of transit providers. MCEDD Executive Director Amanda Hoey has successfully led large regional planning projects, such as development of several five-year Comprehensive Economic Development Strategies for the five-county region during her 13 years with the organization. She will be assisted by Jessica Metta, MCEDD Deputy Director, who has also led regional planning initiatives in her 10 years with MCEDD and has a Masters' in land use planning. MCEDD staff, including work from Amanda and Jessica, have managed the last several three-year updates of the county-wide Coordinated Transportation Plans for Hood River, Sherman and Wasco Counties. MCEDD is confident in its capacity to manage this project and the consultant team that will be brought on to complete the work.

Upon receipt of this grant and using ODOT policies and procedures that meet state and federal requirements, MCEDD and Wasco County are prepared to commence public procurement for the consultant to complete the work and is confident the project can be completed by September 2021. MCEDD looks forward to working with TGM staff to select the project consultant that best fits our specific planning services.

MCEDD has never received a TGM grant. Wasco County received one that allowed for successful development of the Wasco County Transportation System Plan, adopted in November 2009.

Maximum characters: 2,000 | (Click and drag right-hand corner to see full response.)

# Upload supplemental application materials

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# AGENDA ITEM

Transportation Services Contract

WASCO COUNTY STATEWIDE TRANSPORTATION IMPROVEMENT FUND SERVICES CONTRACT

MOTION LANGUAGE

# WASCO COUNTY STATEWIDE TRANSPORTATION IMPROVEMENT FUND SERVICES CONTRACT

This Contract is between WASCO COUNTY, a political subdivision, acting by and through the Board of County Commissioners (County) and Mid-Columbia Economic Development District (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be July 1, 2018. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance as of June 30, 2021. Contact termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1. **Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1. **Contract Documents.** This Contract includes page 1-11 And Exhibits 1-4.

#### CONTRACTOR DATA AND SIGNATURE

Contractor Address: 515 E. 2 <sup>nd</sup> Stre	et A, The Dalles, OR 97058	3	
Federal Tax ID#: 93-0586118			
Is Contractor a nonresident alien?	🗌 Yes 🔀 No		
Business Designation (check one):	Sole Proprietorship	Partnership	Corporation for-profit
Corporation non-profit	Council of Governme	nts (ORS 190)	

A Federal Tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal Tax ID number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contract shall also sign Exhibit 3.

Signature	Title
Name (please print)	Date

#### WASCO COUNTY SIGNATURE

Contracts are not valid and not binding on the County until signed by the Board of County Commissioners.

Dated this 15<sup>th</sup> day of May, 2019

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathy Schwartz, County Commissioner

APPROVED AS TO FORM:

Brad Timmons, County Counsel

#### STANDARD TERMS AND CONDITIONS

- 1. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.
- **2.** Compensation. Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor Billings are subject to the maximum compensation amount of this Contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Contractor shall submit quarterly performance reports and invoices for work completed. These shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses incurred. Invoices must be legible and include a description of the service, the date(s) of the service, and the agency providing the service.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
- 3. Delegation, SubContracts and Assignment. Contractor shall not delegate or subContract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subContract, assignment, or transfer without prior written consent of County shall constitute a material breach of this Contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subContracts that the County may authorize shall contain all requirements of this Contract, and unless otherwise specified by the County, the Contractor shall be responsible for the performance of the subContractor.

#### 4. No Third Party Beneficiaries.

- a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as beneficiaries of this Contract.
- 5. Successors in Interest. The provision of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

#### 6. Early Termination. This Contract may be terminated as follows:

- a. <u>Mutual Consent.</u> County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. <u>Party's Convenience</u>. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. <u>For Cause.</u> County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from the state government or other sources is not obtained and continued at levels sufficient to allow for the services as required in this Contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or change in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. <u>Contractor Default or Breach</u>. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions.
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or cease doing business on a regular basis.

- e. County Default or Breach.
  - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.
- 7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:
  - a. If terminated under subparagraphs 6a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
  - b. If this Contract is terminated under subparagraph 6d of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
  - c. If terminated under subparagraph 6e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the terminate date if such work was performed in accordance with the Contract.
    - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462 and
    - 2) With respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
    - 3) Subject to the limitations under paragraph 8 of this Contract.
- 8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:
  - a. Termination under subparagraphs 6a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
    - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
    - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
  - b. If terminated under subparagraph 6d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
    - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future Contract awards.
    - 2)Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the

remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable efforts to remove or eliminate performance of its obligations under this Contract. For any delay in performance as a result of the events describe in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in an order whatsoever.
- **9.** Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
  - a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
  - b. Upon County's requires, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

#### 10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subContractors and agents.
- b. For goods and services to be provided under this Contract, Contractor agrees to:
  - 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) Comply with all applicable legal requirements;
  - 3) Comply with all programs, directives and instructions of County relating to safety, storage of equipment or materials;
  - 4) Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities and areas of service under this Contract, including employees of Contractor, County and any other Contractors or subContractors and to protect the work and all other property against damage.
- **11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract. Contractor shall adhere to FTA guidelines and requirements in accordance with Exhibit 4 attached hereto and incorporated by reference herein.

- **12. Insurance.** Contactor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- **13. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- **14. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
  - a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - b. The Contractor shall ensure that its agents, employees, officers and subContractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
  - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA
  - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
- **15. Reports.** Contractor shall provide County with periodic performance reports on a quarterly basis. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.
- **16.** Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.
  - a. All fiscal records shall be maintained pursuant to generally accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken.
    - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.

- 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- **17. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of the County.
  - a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
  - b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of it right, title and interest in an to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine.
  - c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
  - d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
  - f. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
  - g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.
  - h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, and irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.

- **18.** County Code Provision. There is no additional County Code Provision requiring Contractor's compliance.
- **19. Partnership.** County is not, by virtue of this Contract, a partner or joint venture with Contractor in connection with activities carried out under this Contract and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

#### 20. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law, Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, Contractors or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a. of this paragraph; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Wasco County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, Contractors or agents under this Contract.

#### 21. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- **22. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
  - a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit Court of Wasco County for the State of Oregon; provide, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
  - b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall <u>not</u> apply.

- **23. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.
- **24. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
- **25.** Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile or mailing the same, postage prepaid.
  - a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrative Officer.
  - c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Amanda Hoey, Executive Director	Tyler Stone, Administrative Officer
515 E. 2 <sup>nd</sup> Street A	511 Washington Street, Suite 101
The Dalles, OR 97058	The Dalles, OR 97058

- **26. Merger Clause.** This Contract and the attached Exhibits constitute the entire agreement between the parties.
  - a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
  - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
  - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- **27. Identity Theft Protection.** Contractor and subContractors shall comply with the Oregon Consumer Identity Theft Protection Act. (ORS 646A.600 et seq.).
- **28.** Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-207, 28 and 30.

#### 29. Representations and Warranties.

- a. Contractor's Representations and Warranties. Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry7, trade or profession and Contractor will apply that skill and knowledge with care and diligence to

perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry;

- 4) Contractor shall, at all times during the term of this Contractor, be qualified, professionally competent, and duly licensed to perform the Work;
- 5) Contractor prepared its proposal related to this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to and not in lieu of any other warranties provided.
- **30.** Non-Discrimination. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedies deemed appropriate by County.

#### 31. SB 675 (2015) Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Wasco County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Wasco County, during the term of this Contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Wasco County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Wasco County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.
- **32.** Compliance with Provisions of Funding Source. In addition to the conditions outlined in this Contract, Contractor must comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the state's recommended record and document management procedures, Civil Rights and Americans with Disabilities Act regulations.

#### WASCO COUNTY SERVICES CONTRACT

#### STATEMENT OF WORK, COMPENSATION, PAYMENT TERMS AND SCHEDULE

#### 1. Contractor shall perform the following work:

- a. Implement the Wasco County Statewide Transportation Improvement Fund Plan as adopted by Wasco County, including administrative costs required to manage the plan and as included in the plan.
- b. This Contract includes in part operations and capitalized preventive maintenance, which are defined under 49 USC § 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Contractor's accounting system determine those costs that are to be accounted for as operating costs. Contractor may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Contractor may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this Contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Statewide Transportation Improvement Fund (STIF), Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Contractor will receive and disburse STIF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State.

Contractor will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by Contractor are reimbursable as operating expenses.

Contractor may not use assets acquired under this Contract to compete unfairly with the private sector.

**2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows: None.

#### 3. Consideration.

- County shall pay Contractor an amount not to exceed the STIF payments from the State of Oregon as a pass-through to Mid-Columbia Economic Development District for The LINK Public Transportation as identified in the Wasco County STIF Plan. The estimated funds for each fiscal year are: \$209,267 in FY19, \$376,000 in FY20, \$431,000 in FY21.
- b. Contractor shall be entitled to reimbursement for expenses.

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#### 4. The maximum compensation.

- a. The maximum compensation under this Contract, including allowable expenses, is an amount not to exceed the STIF payments from the State of Oregon, estimated at \$1,016,267.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.

- 1)If this maximum compensation amount is increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
- 2)Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

#### 5. Schedule of Performance or Delivery.

a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a completed Agency Periodic Report has been submitted to the Oregon Department of Transportation Public Transit Divisions OPTIS system.

#### WASCO COUNTY SERVICES CONTRACT

#### **INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below and as required by the State of Oregon Insurance Requirements listed in the Contracts attached as Exhibits 5 and 6. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a "claims made" basis must be approved and authorized by Wasco County.

#### **Contractor Name: Mid-Columbia Economic Development District**

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subContractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Commercial General Liability** insurance with combined single limit of not less than \$5 million per occurrence. Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, complete operations and Contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorney's fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Wasco County, State of Oregon, their officers, agents, employees and volunteers as an additional insured.* The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction Contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subContractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

**Automobile Liability insurance** with a combined single limit of not less than \$5 million per occurrence.

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for Contractors that own business vehicles registered to the business.

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A crossliability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the singed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

#### WASCO COUNTY SERVICES CONTRACT

#### ADDITIONAL OVERSIGHT FOR STIF SUBRECIPIENTS

CONTRACTOR shall comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the federal regulations listed as follows:

#### Access to Records and Reports

The record keeping and access requirements apply to all Contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including Contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

- Record Retention. The Contractor will retain, and will require its subContractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subContracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
- 4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

#### **Civil Rights and Equal Opportunity**

The Oregon Department of Transportation (ODOT) is an Equal Opportunity Employer. As such, the ODOT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the ODOT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subContract entered into as part thereof.

a. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### ADA Access

The Contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities (ADAG), revised

September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to

Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

#### WASCO COUNTY SERVICES CONTRACT

## ADOPTED WASCO COUNTY STATEWIDE TRANSPORTATION IMPROVEMENT FUND PLAN 2019-2021



# MOTION

**SUBJECT:** Transportation Services Contract

I move to approve the Wasco County Statewide Transportation Improvement Fund Services Contract.



#### **BOARD OF COUNTY COMMISSIONERS**

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

Pioneering pathways to prosperity.

May 15, 2019

USDA Rural Development 1400 Independence Avenue, SW Room 5803-S STOP 3201 Washing, DC 20250-3201

Dear Grant Selection Committee,

The Wasco County Board of Commissioners is in support of Columbia Gorge Community College's USDA Distance Learning Grant. We strongly support this grant application and its focus on encouraging rural students to pursue STEM careers.

As we look to build a skilled workforce in rural communities, we understand the importance of expanding the number of ways in which people can access education. Distance learning is critical to this effort; Columbia Gorge Community College's proposal to deliver STEM-focused instruction will significantly expand our region's distance learning capacity in this regard.

We commend USDA Rural Development for making this funding opportunity available, and we encourage your consideration and approval of the college's proposal.

Sincerely, Wasco County Board of Commissioners

Scott C. Hege, Vice Chair