



AGENDA: REGULAR SESSION

WEDNESDAY, JANUARY 18, 2023

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

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

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

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

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items:</u> Marine Board Contract ; Hazard Mitigation Grant Agreement ; Community Wildfire Risk Reduction Grant Application ; All Roads Transportation Safety Program Agreement ; Commissioners' Assignments ; Appointments (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Consent Agenda:</u> 12.21.2022 Regular Session Minutes ; Crestline Design/Build Agreement (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
<i>Times are Approximate</i>	
9:30 a.m.	Budget Adjustment & Finance Report – Mike Middleton
9:45 a.m.	Waste Wizard – Morgaine Riggins
10:00 a.m.	Sirosis Park Update – Scott Baker
10:15 a.m.	EDC Annual Projects List – Carrie Pipinich
	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)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 18, 2023

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance. He introduced newly sworn Commissioner Phil Brady. Chair Kramer noted a change to the agenda with the addition of the Great River Cemetery Subdivision Plat.

Discussion Item – Great River Subdivision Plat

County Assessor Jill Amery explained that this is for a cemetery and therefore has no lots which is unusual for a subdivision. Vice-Chair Hege asked if there will be any other uses on this property. Ms. Amery replied that there would not be other uses on this parcel; the landowner owns multiple parcels.

*****The Board was in consensus to sign the Great River Cemetery subdivision plat.*****

Discussion Item – Marine Board Contract

Sheriff Lane Magill explained that over the last several years they have found it increasingly difficult to work within the Oregon Marine Board system for marine patrols. Training for the program is available only once a year making it difficult to train enough staff to provide adequate response to marine calls. Funding for the program is not adequate and the State system does not recognize contacts that do not result in arrest or citation which causes activity reports to not accurately reflect the actual work being done. For these reasons, the Sheriff's Office has determined that it is in the best interest of our citizens that we withdraw from the State program and bring the functions of marine patrol in-house.

Sheriff Magill went on to say that they have room in their budget to purchase a

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boat suitable to patrol the many smaller bodies of water used by the Wasco County boating community and recreation visitors. Incidents occurring on the Columbia River will be addressed by other agencies. In addition, OSP provides a marine presence during high water use events. The Sheriff's Office has identified a training resource that will allow for more deputies to be qualified to serve in a marine patrol capacity. He added that their ability to fund this program is a direct result of the County's new budgeting system.

Chief Deputy Scott Williams commented that response time will improve as they will have more deputies trained; deputies on shift will be able to get to the boat for immediate response as opposed to calling someone in who may live 45 minutes away. He said this will be a more robust program, better able to serve citizens.

Sheriff Magill reported that the Marine Board still has some statutory obligations such as providing buoy markers which our deputies will deploy.

Chief Deputy Williams observed that this is an amicable termination; the Marine Board understands the staffing issues. New deputies will serve for 2 years before being trained for marine patrol.

Vice-Chair Hege commented that the Marine Board is funded by fees and licensing. He said we have a fair amount of waterways in our county; it is disappointing that the program makes it so difficult for us to operate a marine patrol with support from the Marine Board. He stated that they should be helping us; he will be talking to them about what changes need to be made for the program to be more useful to us.

South Wasco Park and Recreation District member Lisa Gambee asked what this will mean for the Pine Hollow Reservoir. Sheriff Magill replied that they hope to be ready in the next 60-90 days; however, he pointed out that they are down by five in staffing. He said there will be limited patrols on Pine Hollow Reservoir this summer. He added that they work closely with partners, such as the Oregon State Patrol – they are very active and can also put a boat on the water at Pine Hollow.

Chief Deputy Williams stated that the new program will be very beneficial to the residents of South County. He said they have deputies who want to work overtime; when they are fully staffed, they can send someone out for a shift because there will be more people trained for marine patrol.

{{{Commissioner Brady moved to approve the Termination Agreement to IGA 250.2123 Wasco County-000. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Hazard Mitigation Grant Agreement

Planning Director Kelly Howsley-Glover explained that FEMA approved our Natural Hazards Mitigation Plan in 2019; the plan should be updated every 5 years. Planning staff have been working diligently in our small cities to make the plan more multi-jurisdictional. Currently, the only city participating is The Dalles. Planning will continue work to engage the cities of Dufur, Maupin and Mosier. She added that Senior Planner Daniel Dougherty will be leading this effort.

Vice-Chair Hege asked what is required for a city to participate in this process. Ms. Howsley-Glover explained that they have to have a dedicated staffer participate in the drafting of an addendum where they outline their specific actions. The benefit is that the County does the lion's share of the plan.

Vice-Chair Hege asked if staffing for a city could be a consultant rather than a member of their staff. Ms. Howsley-Glover responded that it could be either. She added that FEMA provides a great book that helps in navigating the process; it is very clearly spelled out—even a novice can be successful. She added that the Director of Public Works leads the process for the City of The Dalles. The time commitment is 5-15 hours per month during the planning process.

Vice-Chair Hege asked if cities are required to have a plan or does not having a plan restrict their access to funds. Ms. Howsley-Glover replied that cities are not required to have a plan; however, the lack of a plan will restrict their access to funding. In addition to access to money, a plan is fundamentally beneficial to cities and their residents.

Vice-Chair Hege asked what the timeline is for participation in this update. Ms. Howsley-Glover said that cities have until the end of this calendar year; although staff has been continuously working on the plan, the major work for the update will begin in 2024. Cities need to sign on by then.

{{{Vice-Chair Hege moved to approve the Hazard Mitigation Grant for the Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Community Wildfire Risk Reduction Grant Application

Emergency Manager Sheridan McClellan reviewed the memo included in the Board Packet. He said that they hope to use this funding, if awarded, to fix the roads within the fairgrounds and remove brush at the fairgrounds and county property located on the west side of The Dalles.

*****The Board was in consensus for the Emergency Manager to move forward with an application for the Wildfire Risk Reduction Grant.*****

Consent Agenda – 12.21.2022 Minutes/Crestline Contract

{{{Vice-Chair Hege moved to approve the consent agenda. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustment/Finance Report

BUDGET ADJUSTMENT

Finance Director Mike Middleton reviewed the memo included in the Board Packet saying that this is for the Fair Fund which has exceeded its budget; this will bring it into compliance with accounting requirements. The transfer of funds will cover the deficit and upcoming salary matrix increases. Since this is less than 10% of their budget, a public hearing is not required.

Vice-Chair Hege asked if the contingency funds being transferred are from General Fund Contingency or Fair Contingency. Mr. Middleton replied the transfer is within the Fair Budget and will not come out of General Fund. Mr. Stone asked if this adjustment supports the advance spending needed to prepare for the 2023 Fair. Mr. Middleton responded affirmatively saying that he projected expenditures to cover those costs.

Chair Kramer observed that there is a new Fair Board; that team will keep a close eye on the budget so as not to overspend. Vice-Chair Hege commented that he heard that the first meeting of the new Fair Board went very well.

{{{Vice-Chair Hege moved to approve Resolution 23-001 increasing expenditures and revenue appropriations within a fund. Commissioner Brady seconded the motion which passed unanimously.}}}

FINANCE REPORT

Mr. Middleton reviewed the memo included in the Board Packet. He noted that we are at 101% of property tax projections and investment earnings are at \$140,000, up from \$35,000 last year.

Agenda – Waste Wizard

Solid Waste Coordinator Morgaine Riggins reviewed the memo included in the Board Packet. She said the Waste Wizard app has been a great resource for the community and is well trafficked with a minimum of 5 searches per day. She reported that it has been marketed in a variety of places including social media. She requested that it be continued for another year.

Chair Kramer said that he serves as Chair for this multi-jurisdictional organization; the app moves us in the right direction and it will be beneficial to continue gathering data over the next 12 months.

{{Commissioner Brady moved to approve Order #Q-04164-1 renewing Wasco County's agreement with Routeware Global for a period of 12 months. Vice-Chair Hege seconded the motion which passed unanimously.}}

Discussion Item – ARTS Program Agreement

Mr. Stone said the All Roads Transportation Safety (ARTS) Program agreement provides additional safety measures on our roadways. This will cover about 30 miles of county roads to add striping, chevrons, curve signage, etc. It is a \$1.2 million project supported by State and Federal funding with no matching funds required from the County. Once the work is complete, the County is responsible for maintenance. He said that it is a good project; he recommends moving forward with the agreement.

Chair Kramer added that the roads were identified by the State; the State agency did an inventory throughout the state. He said he supports our continued maintenance. The roads identified for work include sections of Sevenmile Road, Mill Creek Road, Dufur Valley Road, Warnic Market Road and Bakeoven Road.

Vice-Chair Hege asked how the State identified the roads. Mr. Stone replied that there were a number of factors such as speed limit, number of incidents, if it is a connector road, etc. He added that the program began in 2012.

Vice-Chair Hege commented that his recent experience of driving in dense fog

without the benefit of fog lines drove home to him the important role they play in safe traveling.

{{{Commissioner Brady moved to approve the All Roads Transportation Safety Agreement #73000-00003748. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Appointments

Ms. Clark explained that the two NORCOR appointments as well as the MCCFL appointment are a result of discussion at the last Board Session to fill some of the vacancies created by the change in the composition of the Board of Commissioners. Historically, one Commissioner is appointed as the main representative on the NORCOR Board, with the other two Commissioners appointed as Alternates to allow them to participate and vote on behalf of Wasco County in the absence of the main representative.

{{{Chair Kramer moved to approve Order 23-001 appointing Scott Hege to Northern Oregon Corrections Board of Directors. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Brady moved to approve Orders 23-002 and 23-003 appointing Steve Kramer to the Mid-Columbia Center for Living Board and Phil Brady as an Alternate on the Northern Oregon Corrections Board of Directors. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item– Sorosis Park Update

North Wasco Parks and Recreation District Executive Director Scott Baker noted that Sorosis Park was founded and named by the Soroptimist Club. He reported that the grading and underground work has been completed, including the irrigation system that will support future plantings where now there exists a sea of bark chips. Before planting, rockery will be installed. There will be a fundraiser this spring to support the planting. Everything on the other side of the walking path has been planted and the grass has grown in well; it is being protected until it is well-established. The new pump is being built. The old pump still works but not efficiently; nevertheless, it will remain in place as a backup for the old pump. The new irrigation system can sense weather conditions and adjust the watering schedule accordingly; that should save a significant amount of water. He reported that all the money provided by the County has been spent in Phase One; he expressed his thanks for the contribution.

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Mr. Baker said that the loss of the trees was devastating, but the public seems pleased with the work being done to renovate the park. In addition, one of the results of the tree loss is gaining some open space and beautiful views.

Chair Kramer commended the District on the work they have done.

Commissioner Brady asked if the water supply is from City water or the Irrigation District. Mr. Baker replied that they are not permitted to tie into the Irrigation District and therefore must use City water. He went on to say that they will be putting in some trails and have fund raising planned for plantings and to replace the failing playground equipment.

Vice-Chair Hege asked what the plans are for the replacement equipment. Mr. Baker explained that some design elements will be the same but no one is doing totally wood playground structures any more. In addition, they want to have rubber surfacing to make the playground more accessible to citizens with physical disabilities. They would also like to add a horseshoe of reservable shelters around the playground for smaller gatherings.

Vice-Chair Hege asked if the playground will be in the same location. Mr. Baker replied that it will be a little closer to the parking lot. They would also like to have a bathroom on that side of the park. The cost of the playground without the shelters is \$700,000; they had \$300,000 but had to repurpose about \$100,000 of that money.

Vice-Chair Hege observed that the current playground has tiles bearing the handprints of local children from when it was originally built. He asked what would be done with those. Mr. Baker said they plan to incorporate them into the new design. The children who made those tiles are old enough to help with the construction of the new playground.

Vice-Chair Hege asked if this will be a community project. Mr. Baker replied that it will. The District will do the pre-work and supervise the community workers. Vice-Chair Hege observed that the original build was a community project and really brought the community together. Mr. Baker concurred, saying that it is absolutely key to the project. He added that a community build results in less vandalism as the community takes ownership. In addition to community participation, the Community College can participate with their trades programs.

Vice-Chair Hege asked who they are using as their contractor. Mr. Baker said that Crestline Construction is the main contractor with Alpenglow doing the landscaping.

Vice-Chair Hege asked what the community feedback has been. Mr. Baker reported that in general the community believes the District has made lemonade out of lemons. The community would like a pavilion sized to accommodate large community events with the option to bring in food carts. The community needs more low-cost wedding venues.

Vice-Chair Hege asked about the replanting of trees. Mr. Baker said they have put in as many as they can afford and hope to plant more with the spring fund raising events. Planting will occur shortly after funds are raised so contributors can see their donations in action.

Agenda Item – EDC Annual Projects List

Mid-Columbia Economic Development District Deputy Director of Economic Development Carrie Pipinich reviewed the summary reports included in the Board Packet. She said the project list comes to the Board of County Commissioners for feedback, revisions and ultimately, approval. Once approved by the County it is incorporated in both the EDC and MCEDD plans.

Commissioner Brady asked if the list flows out of the Strategic Plan or runs parallel to it. Ms. Pipinich replied that it runs parallel to the Strategic Plan.

Commissioner Brady asked if the Innovators Drinks events are wine and cheese events. Ms. Pipinich replied affirmatively, adding that they can also include beer.

Vice-Chair Hege said that he is fine with the list; people should realize that not all projects will get funded. He pointed out that the County has an unranked project on the list. North Wasco Park and Recreation District is ranked 9 for Phase 2 of the Sorosis Park renovation.

Chair Kramer said he sat with the group as they worked through the list – it is a huge lift and he wants to thank them for their work.

*****The Board was in consensus to approve the Prioritized 2023 Wasco County Community Enhancement Projects List as presented.*****

Ms. Pipinich said they have room for one or two more Brownfield Projects

depending on the size of the project(s). Mr. Stone said he would like to see about getting started on the old county shop cleanup. Ms. Pipinich said that it may not qualify as a Brownfield Project but could qualify for funding through Business Oregon.

Staff Introduction

Mr. Stone introduced Ali Postlewait as the County's new Administrative Services Director. He said he is really looking forward to having that extra capacity in the Administration Office. She is currently re-tasked to Mid-Columbia Center for Living and is transitioning in their new Human Resources Director and Deputy Director. That will take a couple of months and then we will have her full-time.

Commissioner Brady asked where Ms. Postlewait will be housed. Mr. Stone said that she will eventually have an office in the Harding House but he would like her in the Administration Office in the courthouse for a while.

Discussion Item – Commissioners' Assignments

Chair Kramer asked if we know where North Central Public Health District (NCPHD) is heading. Mr. Stone said that he and Sherman County representatives have been working with the Oregon Health Authority (OHA) to see what a transition will look like. There are some details to work through.

Chair Kramer said he had spoken to NCPHD Board Member Bill Lennox following their last meeting and has spoken to Sherman County representatives. We may be working toward bringing Public Health back to Wasco County and then contracting with Sherman County to provide services for them. Mr. Lennox believes OHA will take our recommendation; those conversations are still ongoing. He said he has not been able to talk to NCPHD Executive Director Shellie Campbell.

Chair Kramer said he would like to volunteer to take on NCPHD as he has experience in winding down an organization and transitioning services. He suggested that Commissioner Brady take on the rest of the openings.

Commissioner Brady pointed out that he has a public health service background and would also like to take on the NCPHD appointment. Discussion ensued after which it was determined that Commissioner Brady would take the NCPHD appointment.

Chair Kramer said he would like to see CREA added to the list. Vice-Chair Hege

pointed out that we participate only peripherally in CREA. Chair Kramer acknowledged that our participation has been minimal but we are voting members.

Commissioner Brady said that Urban Renewal is not of interest to him. After further discussion, Vice-Chair Hege said he would take that assignment.

Ms. Clark said she would write appointment orders based on today's discussion and add them to the Consent Agenda for the February 1st session.

Commission Call

Vice-Chair Hege announced that AOC is kicking off legislative efforts with the beginning of the State Legislative Session. Gorgeous Nights is scheduled for February 15th with more participation from the east side of the Columbia River Gorge.

Chair Kramer pointed out that March 13th is the AOC open house for legislators.

Commissioner Brady announced that he will be attending County College starting tomorrow in Corvallis along with Ms. Postlewait. He said he recently met with a representative of Friends of the Gorge Land Trust; they discussed the trail that we might leverage to connect with the property on the west side of The Dalles.

Chair Kramer said he had also spoken with that representative and hopes to have additional productive conversations. He added that he will be out of the area for the rest of the month but will be available by phone, text and email. He said he may have to call upon Vice-Chair Hege to do Munis approvals.

Chair Kramer asked Mr. Stone if he has anything to share. Mr. Stone said he has been running with the Cupwell Water Expansion Project; he is working toward getting agreements in place. He explained that this is the water system to The Dalles Country Club and adjoining properties.

Mr. Stone went on to say that there was a lively discussion at the last Gorge Commission meeting around code compliance enforcement; we will be watching that closely. There are some pushing for counties to do more extensive code compliance work around the Scenic Act.

Mr. Stone said that there is now a full Executive Team at MCCFL and they are

trying to get systems in place and people up to speed. He hopes to soon roll back the amount of time he spends there to 20%.

Vice-Chair Hege said it is his hope that the property the County recently purchased on the west end of The Dalles can start opening in some way for public access. Mr. Stone said he has been working on that. We have to get some signage up; the property abuts the Munson pit with a 300 foot drop which needs to be addressed; and we are evaluating access for the Riders Club. He added that there is a lot of cleanup to be done; we did a controlled burn this morning. He said that we are having an arborist come in to assess the trees, some of which are threatening buildings. We need to make the property safe. There is a lot to be done, including fencing around infrastructure. He reported that he is working to get potable water to the site and County Weed Master Merle Keys has applied some weed control.

Vice-Chair Hege said it would also be nice to develop a small parking lot area for hikers and bikers. We should probably talk to the owners of the Munson Pit about sharing the cost of making it safe. Mr. Stone commented that there are other fall hazards as well. He said he drove up the access road and it was a bit harrowing. First we need to clean up the site and then address the safety issues.

Vice-Chair Hege asked Gorge Commission Board Member Rodger Nichols for an update. Mr. Nichols said that in December they held their first in-person meeting in 35 months. In January, some members were pushing for county enforcement of codes. He said he urged them to move slowly.

Chair Kramer adjourned the meeting at 10:50 a.m.

Summary of Actions

MOTIONS

- **To approve the Termination Agreement to IGA 250.2123 Wasco County-000.**
- **To approve the Hazard Mitigation Grant for the Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan.**
- **To approve the All Roads Transportation Safety Agreement #73000-00003748.**
- **to approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board**

- **To approve the consent agenda – 12.21.2022 Regular Session Minutes & Crestline Construction Contract for Fairgrounds/Hunt Park Project.**
- **To approve Order #Q-04164-1 renewing Wasco County's agreement with Routeware Global for a period of 12 months.**

CONSENSUS

- **To sign the Great River Cemetery subdivision plat.**
- **For the Emergency Manager to move forward with an application for the Wildfire Risk Reduction Grant.**
- **To approve the Prioritized 2023 Wasco County Community Enhancement Projects List as presented.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



DISCUSSION LIST

[MARINE BOARD CONTRACT](#) – Lane Magill

[HAZARD MITIGATION GRANT AGREEMENT](#)– Kelly Howsley-Glover

[COMMUNITY WILDFIRE RISK REDUCTION GRANT APPLICATION](#) –
Sheridan McClellan

[ALL ROADS TRANSPORTATION SAFETY PROGRAM AGREEMENT](#)

[COMMISSIONERS ASSIGNMENTS](#)

[APPOINTMENTS](#) – Kathy Clark



DISCUSSION ITEM

Marine Board Contract

[TERMINATION AGREEMENT](#)

[MOTION LANGUAGE](#)

Termination Agreement to IGA NO. 250-2123WASCOCOUNTY-000

This Termination Agreement is between the State of Oregon, acting by and through its State Marine Board ("OSMB"), and Wasco County ("County"), each a "Party" and, together, the "Parties". This Termination Agreement is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Termination Agreement Effective Date").

RECITALS

1. The Parties are presently bound by Intergovernmental Agreement No. 250-2123WASCOCOUNTY-000 ("Intergovernmental Agreement"), dated July 1, 2021.
2. Under Section 17 of the Intergovernmental Agreement, the Intergovernmental Agreement may be terminated at any time by mutual written consent of the Parties. This Termination Agreement, upon signing by the Parties, constitutes mutual written consent of the Parties to terminate the Intergovernmental Agreement.

IN CONSIDERATION OF and as a condition of the Parties entering into this Termination Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. TERMINATION

By this Termination Agreement the Parties mutually terminate and cancel the Intergovernmental Agreement effective on the signing of this Termination Agreement.

2. OUTSTANDING OBLIGATIONS

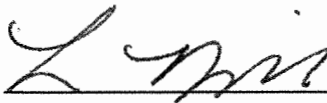
- a. Invoicing and final payment:
 - i. County shall submit to OSMB its final invoice no later than February 13, 2023.
 - ii. OSMB will remit final payment to County no later than 10 business days after receipt of the final invoice.
- b. County and OSMB will coordinate the return of the following equipment to OSMB no later than March 31, 2023.
 - i. 2008 Bad Cat River Cataract – OR 447 XCX – HIN ONQ00005G808
 - ii. 2015 NRS E150 15' Raft & Homebuilt Raft Trailer
 - iii. 2015 22' River Wild Patrol Boat – OR 708 XCX – HIN RQC22447I415
 - iv. 2015 Liquid Technologies Boat Trailer – E263910 – VIN 2AALT912700015682
 - v. Equipment for raft and cataract including oar locks, oars, rescue throw bag, rowing frames, and barrel pump.
 - vi. Equipment for patrol boat including Lowrance 4G radar system, Lowrance HDS multifunction display, VHF radio, and FireCom wireless communication system with 2 wireless headsets.

3. SURVIVAL

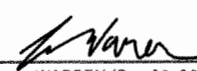
All rights and obligations arising under the Intergovernmental Agreement will cease upon termination of the Intergovernmental Agreement, other than the rights and obligations outlined in this Termination Agreement and arising under Sections 6, 10, 11, 15, 16, and 22 of the Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the dates set forth below their respective signatures.

WASCO COUNTY

By: 
Title: Sheriff
Date: 12/27/22

STATE OF OREGON, acting by and through its STATE MARINE BOARD

By: 
Larry WARREN (Dec 29, 2022 07:41 HST)
Title: Director
Date: Dec 29, 2022






Wasco Co Termination of Contract

Final Audit Report

2022-12-29

Created:	2022-12-27
By:	Alisha Cataldo (Alisha.Cataldo@boat.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM_JYn8Ss6u3OaEGVt4p-ndXQNul3vVZ3

"Wasco Co Termination of Contract" History

-  Document created by Alisha Cataldo (Alisha.Cataldo@boat.oregon.gov)
2022-12-27 - 7:00:18 PM GMT
-  Document emailed to Larry WARREN (Larry.WARREN@boat.oregon.gov) for signature
2022-12-27 - 7:00:44 PM GMT
-  Email viewed by Larry WARREN (Larry.WARREN@boat.oregon.gov)
2022-12-29 - 5:40:33 PM GMT
-  Document e-signed by Larry WARREN (Larry.WARREN@boat.oregon.gov)
Signature Date: 2022-12-29 - 5:41:00 PM GMT - Time Source: server
-  Agreement completed.
2022-12-29 - 5:41:00 PM GMT



MOTION

SUBJECT: Marine Board Contract

I move to approve the Termination Agreement to IGA 250.2123 Wasco County-000.



DISCUSSION ITEM

Hazard Mitigation Grant Agreement

[OEM/WASCO COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD
MITIGATION PLAN GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)

OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
Hazard Mitigation Grant Program (HMGP)
CFDA # 97.039
Wasco County
Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan,
Wasco County
Not to Exceed \$23,139.75
Grant No: HMGP-PF-FM-5394-12-P-OR

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

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on **June 30, 2021** and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the “Project Completion Date”). This period shall be known as the Grant Award Period. The Project shall be completed no later than **June 29, 2025** (the “Expiration Date”), unless otherwise extended as provided in this Agreement. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **FEMA Project Description and Budget**
Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)(1)**

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

- 3. Project Cost, Grant Funds.** The total estimated cost of the Project for the purpose of this Agreement is **\$30,853.00**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient (i) an amount not to exceed 75 percent of the Project Costs or **\$23,139.75**, whichever is less, (the “Federal Share”) in grant funds for eligible costs described in Section 6 hereof and (ii) Subrecipient management costs in the amount of **\$1,200.00** (the “Management Costs Reimbursement” and, together with the Federal Share, the “Grant Funds”). Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM. Subrecipient will commit a percentage of the Project Costs to the project, known as the non-Federal match. The non-Federal match can be cash, in-kind, or a combination of both. For this Agreement, the non-Federal match shall be 25 percent of the Project Costs, up to **\$7,713.25**, which shall be contributed by Subrecipient. Subrecipient shall apply

any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Performance and Close-Out Reports.**

- a. Subrecipient agrees to submit performance reports, using a form provided by OEM.
- b. Performance reports are due to OEM on or before 15 days following the end of each calendar quarter (March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Subrecipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally-owned property report (if applicable), and final request for reimbursement (if applicable).
- e. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

6. **Reimbursement Process.**

- a. OEM shall reimburse Subrecipient’s actual, reasonable and necessary costs of developing the Project (the “Project Costs”) in an amount not to exceed the Grant Fund amount provided in Section 3. Project Costs do not include those costs that are excluded from reimbursement by either OEM or FEMA under this Agreement or as a result of a financial review or audit. Reimbursements shall be made by OEM within ninety (90) days of OEM’s receipt and approval of a Request for Reimbursement of Funds form (the “RfR”) and all supporting documentation (i.e., a complete packet) from Subrecipient. Subrecipient must pay its contractors, consultants and vendors before submitting RfRs to OEM for reimbursement.
- b. No later than the end of each calendar quarter (March 31, June 30, September 30, and December 31), Subrecipient shall submit an RfR to OEM for review and approval. Each RfR shall include the appropriate Hazard Mitigation Assistance Project Number, FEMA Project Number, FEMA FIPS Number and UEI Number, as well as supporting invoices and other appropriate documentation evidencing the Project Costs for which reimbursement is sought, e.g., timesheets/work logs for labor hours and receipts and other proof of Subrecipient’s payment to vendors. RfRs must be based on actual expenses incurred and specify the percentage of Project completion. Subrecipient’s deadline to submit its final RfR is 30 days after the earlier of the Project Completion Date or the Expiration Date, whichever occurs first.

- c. OEM will withhold reimbursements for Project Costs if Subrecipient fails to submit performance reports by the specified deadlines or if the performance reports submitted are incomplete.
- d. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, however, travel expenses must be a part of the approved budget for the project. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- e. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no Grant Funds or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- f. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM an RfR in accordance with Section 6.b of this Agreement.
- g. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to OEM the proportionate Federal share, as defined in Exhibit E, of all project funds recovered in excess of costs of litigation.

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

- a. Organization and Authority.** Subrecipient is a **County** and political subdivision of the State of Oregon duly organized under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), FEMA, or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- b. **SEFA.** Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- c. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.
- d. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in Subrecipient's fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable under this Agreement. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. **Subagreements.** Subrecipient may enter into contracts (hereafter "subagreements") for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and shall provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000.

Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.

- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment, including, without limitation, the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the

property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

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

c. Subagreement indemnity; insurance.

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

OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

- ii. Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense. Sections 9(c)(i) and (ii) shall survive the expiration or termination of this Agreement.
- iii. Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to complete the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least thirty days' notice to the other Party.
- d. Effect of Termination.** In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

11. General Provisions

- a. Indemnity.** To the degree permitted by the Oregon Constitution, Article XI, Section 10, and the Oregon Tort Claims Act, ORS 30.260 et seq., Subrecipient shall indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon Subrecipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and

administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

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

- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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

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

Wasco County

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____

Date _____

Subrecipient Program Contact:

Kelly Howsley-Glover
Planning Director
2705 E 2nd Street
The Dalles, OR 97058
541-506-2565
kellyg@co.wasco.or.us

Subrecipient Finance Contact:

Oregon Department of Emergency Management

By _____

Stanton Thomas
Deputy Director
Mitigation and Recovery Section
Oregon Department of Emergency Management

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

OEM Program Contact:

Anna Feigum
State Hazard Mitigation Officer
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-7240
anna.r.feigum@oem.oregon.gov

OEM Finance Contact:

Kristine Burrow
Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3256
Kristine.burrow@oem.oregon.gov

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

Subrecipient and any of its successors, transferees and assignees agree to comply with all applicable provisions governing Department of Homeland Security (DHS) access to record, accounts, documents, information, facilities, and staff members. In addition, recipients shall comply with the following provisions:

2021 DHS Standard Terms and Conditions

DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#). By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also

find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, 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. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, [Pub. L. 90-284](#), as amended through [Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 ([41 U.S.C. §§ 8101-8106](#)).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, [31 U.S.C. §§ 3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited

English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

<https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, \(NEPA\) Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faithbased organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the Resource Conservation and Recovery Act, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. Administrative proceeding: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).

b. Where and when to report.

- 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
- 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

a. Applicability and what to report. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

- 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
- 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- 3) Where and when to report. Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's

preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. Where and when to report. Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions For purposes of this award term:

a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

b. Non-Federal Entity: means all the following, as defined in 2 C.F.R. Part 25:

- 1) A Governmental organization, which is a state, local government, or Indian tribe;
- 2) A foreign public entity;
- 3) A domestic or foreign nonprofit organization;
- 4) A domestic or foreign for-profit organization;

c. Executive: means officers, managing partners, or any other employees in management positions.

d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

e. Subrecipient: means a non-federal entity or federal agency that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

f. Total compensation: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical

standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—

- 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
- 2) Procure a commercial sex act during the period of time that the award is in effect; or
- 3) Use forced labor in the performance of the award or subawards under the award.

b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —

- 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.

b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

- 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
- 2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Recipients must include the requirements of paragraph 1.a of this award term in any

subaward made to a private entity.

4. Definitions. For the purposes of this award term:

a. Employee: means either:

- 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. Forced labor: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. Private entity: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.

d. Severe forms of trafficking in persons, commercial sex act, and coercion are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

a. System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).

b. Unique Entity Identifier: means the identifier assigned by SAM to uniquely identify business entities.

c. Entity: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:

- 1) A foreign organization;
- 2) A foreign public entity;
- 3) A domestic for-profit organization; and
- 4) A federal agency.

d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

- 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

e. Subrecipient means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between Subrecipient and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a Contractor to work under a Subcontract when the Subrecipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OEM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OEM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D
Information required by 2 CFR 200.332(a)(1)

1. Federal Award Identification: HMGP-PF-FM-5394-12-R-OR
 - (i) Subrecipient name (which must match registered name in UEI): Wasco County
 - (ii) Subrecipient's UEI number: EMKLL2MZ2NH9
 - (iii) Federal Award Identification Number (FAIN): HMGP-PF-FM-5394-12-P-OR
 - (iv) Federal Award Date: November 8, 2022
 - (v) Subaward Period of Performance: June 29, 2025
 - (vi) Subaward budget period start and end dates: June 30, 2021 – June 29, 2025
 - (vii) Total Amount of Federal Funds Obligated by this Agreement: \$23,139.75
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$23,139.75
 - (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$297,347.06.
 - (x) Federal award project description: Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, P.O. Box 14370, Salem, OR 97309-5062
 - (xii) Assistance listings number, title and amount: 97.039 Hazard Mitigation Assistance Grant (HMGP)
Total Project Amount: \$30,853.00
 - (xiii) Is Award R&D? No
 - (xiv)
 - (a) Indirect cost rate for the Federal award: 13.2%
 - (b) Is the de minimus rate being used per §200.414? No



MOTION

SUBJECT: Hazard Mitigation Grant

I move to approve the Hazard Mitigation Grant for the Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan.



DISCUSSION ITEM

Community Wildfire Risk Reduction Grant Application

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: Wildfire Risk Reduction Grant

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIDAN MCCLELLAN

DATE: JANUARY 10, 2023

BACKGROUND INFORMATION:

The Community Wildfire Risk Reduction Grant Program is a competitive opportunity open to local governments, including special districts, structural fire service agencies, and non-governmental organizations. Eligible applicants can apply for wildfire risk reduction projects, equipment, and staff to support local efforts. Applications must be received no later than 5 p.m. January 31, 2023, via this application form link: <https://app.smartsheet.com/b/form/b2e4cfe07589480a953d5d89da825614>

Eligibility:

1. Counties, municipalities, non-governmental organizations, Oregon fire agencies, special districts, and Rangeland Fire Protection Associations (RFPAs).
2. Counties are allocated \$5 million in competitive funds with a maximum award of \$500,000 for any one county.
 - a. If a county is acting as the administrator for another county or other organization for the purposes of this grant, only one award is eligible.
3. Municipalities and special districts are allocated \$5 million in competitive funds with a maximum award of \$250,000 for any one municipality.
 - a. If a municipality or county or other organization is acting as the administrator for another municipality or other organization for the purposes of this grant, only one award is eligible.
4. Fire agencies and RFPAs are allocated \$5 million in competitive funds with a maximum of \$500,000 for any one fire agency.
5. Nonprofit, non-governmental organizations ("NGOs") are allocated \$3 million in competitive funds with a maximum of \$250,000 for any one agency. Nonprofit or NGOs are voluntary groups of individuals or organizations, usually not affiliated with any government, formed to provide services or advocate a public policy.
6. The OSFM reserves the right to reallocate funds as agency needs dictate.
7. Applicants are encouraged to coordinate applications in the same jurisdiction, but each organization must apply separately for different aspects for the project.
8. All grants are for three (3) years or less, with grant funds spent by March 31, 2026.

Eligible costs and projects are:

1. Personnel costs for staff to manage the grant program activities, such as a program coordinator, program manager, or similar.

2. Projects should prioritize socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055, critical or emergency infrastructure or schools, or hospitals and facilities that serve seniors.
3. Defensible space programs, including but not limited to:
 - a. A locally-managed defensible space program for private landowners
 - b. Direct contracts or work to create fire-resistant landscapes around residential, commercial, municipal structures, and/or other critical infrastructure.
 - c. Create or support existing community programs, such as Firewise USA sites.
4. Community common area projects, including but not limited to:
 - a. Municipal or county properties or parks intended to be used for emergency evacuation centers, recovery centers, defensible space demonstration spaces, greenways, houseless camps or communities, or fire breaks around critical infrastructure.
 - b. Improvement of access, ingress and egress route projects, including but not limited to planning of egress routes, including primary and secondary routes.
 - c. Brushing and clearing roads for defensible space/fire break.
 - d. Reflective address and road signage.
5. Educational projects, including but not limited to:
 - a. Fire prevention and preparedness messaging campaigns and billboards.
 - b. Community clean-up days for outdoor debris.
 - c. Work with a community-based organization or other means to address fire safety education among people experiencing houselessness or people whose first language is other than English.
6. Vegetative fuel reduction and mitigation projects, including but not limited to:
 - a. Prescribed grazing (e.g. goats) for fuel mitigation work around communities.
 - b. Vegetation mitigation crews.
 - c. Equipment for fuel reduction efforts such as chippers. This line item cannot exceed \$75,000.
 - d. Defensible space treatment around critical infrastructure.
7. Contracts for tree service and debris clearing companies to service areas of the jurisdiction.
8. Planning costs such as needed to update Community Wildfire Protection Plans.
9. Administrative costs, including management, payroll services, and supplies, up to 10% of the grant award.
 - a. Note: administrative costs are separate from personnel costs, except for management personnel costs.

Wasco County will be applying for vegetative fuel reduction at all Wasco County properties and improvement of access, ingress and egress route at the Wasco County Fairgrounds.



DISCUSSION ITEM

All Roads Transportation Safety Program Agreement

[STAFF MEMO](#)

[ARTS AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: ARTS Project Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH, PUBLIC WORKS DIRECTOR

DATE: 12/28/2022

To help address safety needs on all public roads throughout the State, ODOT implemented the All Roads Transportation Safety program (ARTS) in 2012. This program looks at roads, road sections and intersections where safety improvements could be made, regardless of jurisdiction.

Several Wasco County road sections have been identified by this program for improvements: Sevenmile Hill Road – Chenoweth Creek to Dry Creek Road; Mill Creek Road – Sunset Valley Drive to the end of the pavement; Dufur Valley Road – Dufur Bypass to Wolf Run Road; Wamic Market Road – Tygh Valley to Emigrant Street (in Wamic); and Bakeoven Road – from Bakeoven Creek, through the curves to the BPA substation. All five of these road sections would be evaluated for additional curve signage, post mounted delineation and edge line striping. The total road mileage projected to receive safety improvements is around 30 miles.

The State would deliver this project on behalf of the county. The project would include a combination of State and Federal funding, with no matching funds from the county. The initial total estimate is \$1,230,641. Federal funds are \$1,104,254, with the State responsible for all required match. *Because there are Federal funds involved, the project must meet Federal design and engineering standards, which results in an increase in overall estimated project costs. However, on average, the cost per road section is around \$250,000 or \$40,000 per road mile, with around 30 miles of roadway receiving a safety improvement.

As the county representative, I will participate in all project meetings, including preliminary engineering, project planning, design, and scheduling. Once the project is finished, the county will own all the safety improvements and we are required to maintain them as part of our system.

I apologize for not being able to attend the January 18 BOC meeting, but I strongly recommend that we take advantage of this opportunity for the ARTS program to make significant safety improvements on several high volume roads in the county.

Thank you

Arthur Smith
Public Works Director

**ODOT Delivered Federal Project
All Roads Transportation Safety (Wasco County)
On Behalf of Wasco County
Key Number: 21663**

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" or "ODOT" and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "County"; both herein referred to individually as "Party" and collectively as "Parties." Wasco County is also hereinafter referred to as "Agency".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. Bakeoven Road, Dufur Valley Road, Mill Creek Road, Seven Mile Hill Road, and Wamic Market Road are a part of the Wasco County road system under the jurisdiction and control of Wasco County.
3. Parties have agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the All Roads Transportation Safety (ARTS) Program and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
6. The Project will be performed on Agency's property and jurisdiction at Agency's request.

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. Under such authority, Parties agree to State designing and constructing safety improvements consisting of curve signs, delineation and pavement markings/stripping

within Wasco County, hereinafter referred to as "Project". The locations and improvements are described in Exhibit A, attached hereto and by this reference made a part hereof.

2. Agencies agree that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$1,230,641.00 which is subject to change. Federal funds for this Project shall be limited to \$1,104,254.17. State shall be responsible for any required match for all eligible costs and reserves the right to modify or reduce the Project scope as required to not exceed the total Project cost. Any unused funds obligated to this Project will not be paid out by State and will not be available for use by the Agencies for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agencies on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans involving the Project in their respective jurisdictions. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at State's expense.

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. This Agreement may be terminated by mutual written consent of the Parties.
6. 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 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.
 - b. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - c. 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 if State is prohibited from paying for such work from the planned funding source.
7. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
8. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to the Agencies with the Notice to Proceed.
9. **Americans with Disabilities Act Compliance:**
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. 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. Follow ODOT's processes for design, construction, or alteration 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 or altered 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/HwyConstForms1.aspx>

- b. Agency shall ensure that any portions of the Project under that respective 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 the Agency ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
- ii. Any complaints received by the Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
- iii. The Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
- 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.

- c. Maintenance obligations in this section shall survive termination of this Agreement.

10. Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the

term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.

- b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
11. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
12. Agency grants State the right to enter onto Agency's right of way for the performance of duties as set forth in this Agreement.
13. Agency agrees State will perform all right of way functions and shall, if required, enter into a separate Right of Way Services Agreement between Agency and State Right of Way, referencing this Agreement number.
14. Upon completion of the Project, State shall transfer by deed, and Agency shall accept, that property acquired by the State within its its jurisdiction and needed for the construction phases of the Project. The conveyance from State to Agency shall be free of costs or fees. Any property being conveyed shall be vested in the Agency only so long as used for public transportation purposes.
15. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
16. Agency shall, upon completion of the Project and as a condition to this Agreement, complete and file with the appropriate County Clerk, "Memorandum of Agreement and Acknowledgment of Federal and State Assistance, substantially in the form of Exhibit B attached hereto and by this reference made a part hereof. Agency shall provide confirmation of this filing by forwarding to State's Contact a notarized copy of the recorded Memorandum of Agreement and Acknowledgment of Federal and State Assistance. By means of said acknowledgment of Agency's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation or demand or both is recognized and attached to the property as conditions. Any interest in said property by State is proportional to the federal and state funding participation in Project. While in

default of conditions of this Agreement, the Agency in default may be ineligible to receive federal or state funds from any State-administered program for any project on a street, road or property. The Memorandum of Agreement and Acknowledgment of Federal and State Assistance shall remain in place for the useful life of Project identified in the Special Provisions. State acknowledges that such interest shall not be deemed a lien, mortgage, deed of trust or other security instrument or interest granted by the affected Agency for security purposes.

17. Parties hereto 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.
18. Agency certifies and represents that the individual(s) signing this Agreement have 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 the Agency and;
19. 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.
20. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. 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 the 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. Notwithstanding this provision, the Parties may enter into Right Of Way Services Agreements in furtherance of the Project.
21. State Contact for this Agreement is Scott Stewart – Local Agency Liaison, 63055 N. Highway 97, Bldg M, Bend, OR 97703, (541) 285-7513, scott.g.stewartl@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
22. Wasco County's Contact for this Project is Arthur Smith – Wasco County Public Works Director, 2705 East 2nd Street, The Dalles, OR 97058-4097, (541) 506-2645, arthurs@co.wasco.or.us, or assigned designee upon individual's absence. Jefferson

County shall notify the other parties in writing of any contact information changes during the term of this Agreement.

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.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21663) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

Wasco County/ODOT
Agreement No. 73000-00003748

WASCO COUNTY, by and through its
elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____
Highway Division Administrator

APPROVAL RECOMMENDED

By _____
Region 4 Manager

Date _____

LEGAL REVIEW APPROVAL

By ___ Herbert F, Lovejoy _____
Assistant Attorney General

Date _December 12, 2022_____

Wasco County Contact:

Arthur Smith – Director of Public Works
2705 East 2nd Street
The Dalles, OR 97058-4097
(541) 506-2645
arthurs@co.wasco.or.us

State Contact:

Scott Stewart – Local Agency Liaison
63055 N. Highway 97, Bldg M
Bend OR, 97703
(541) 285-7513
Scott.G.Stewart@odot.state.or.us

EXHIBIT A – Page 1
Approximate Project locations and scope

WASCO COUNTY	
Wamic Market Road from Tygh Valley Road to Emigrant Street	Improved curve signage, post mounted delineation and edge line striping.
Seven Mile Hill Road from Chenoweth Road to Dry Creek Road	Improved curve signage post mounted delineation and edge line striping.
Mill Creek Road – Sunset Valley Drive to end of pavement	Improved Curve signs, post mounted delineation and edge line striping.
Dufur Valley Road – Dufur Bypass to Wolf Creek Road	Improved Curve signs, post mounted delineation and edge line striping.
Bakeoven Road – curves from Bakeoven Creek to the Bonneville Power Administration (BPA) substation	Improved Curve signs, post mounted delineation and edge line striping.

EXHIBIT A – Page 2

WASCO COUNTY

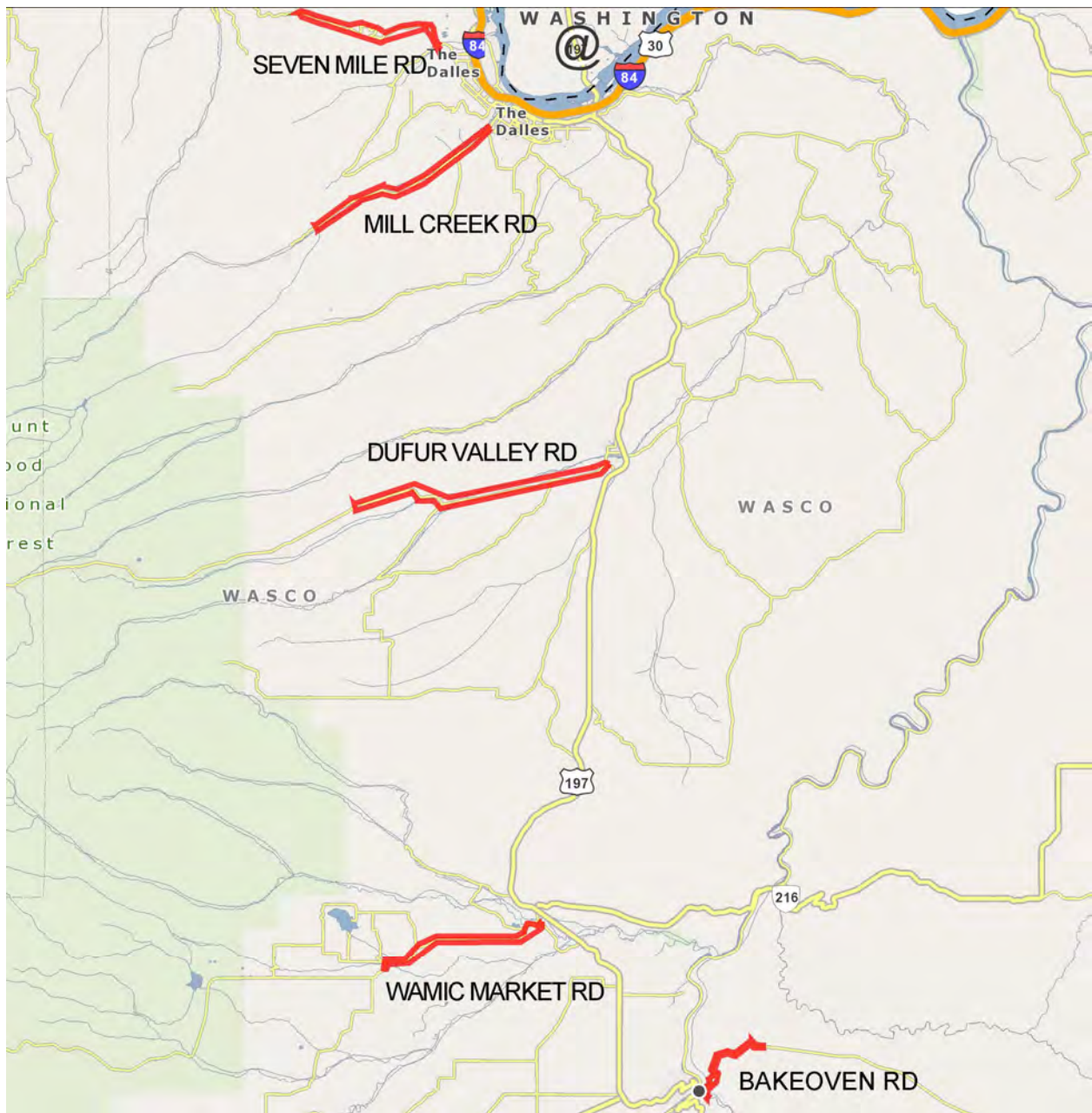
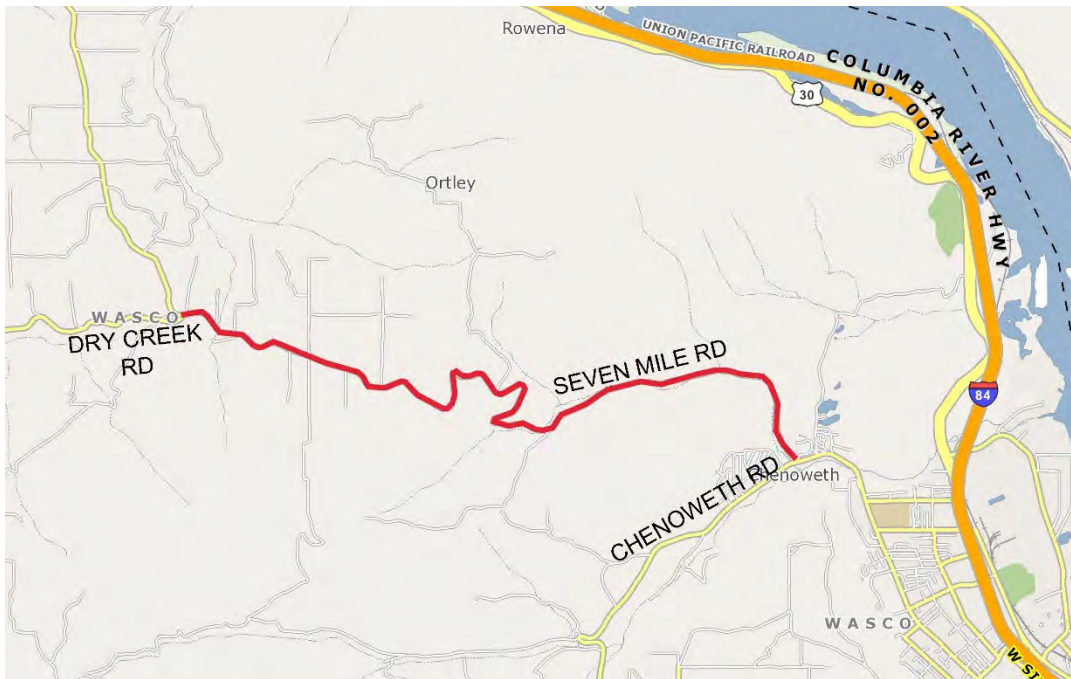


EXHIBIT A – Page 3
WASCO COUNTY

SEVEN MILE RD - CHENOWETH ROAD TO DRY CREEK ROAD



MILL CREEK ROAD – SUNSET VALLEY DRIVE TO END OF PAVEMENT

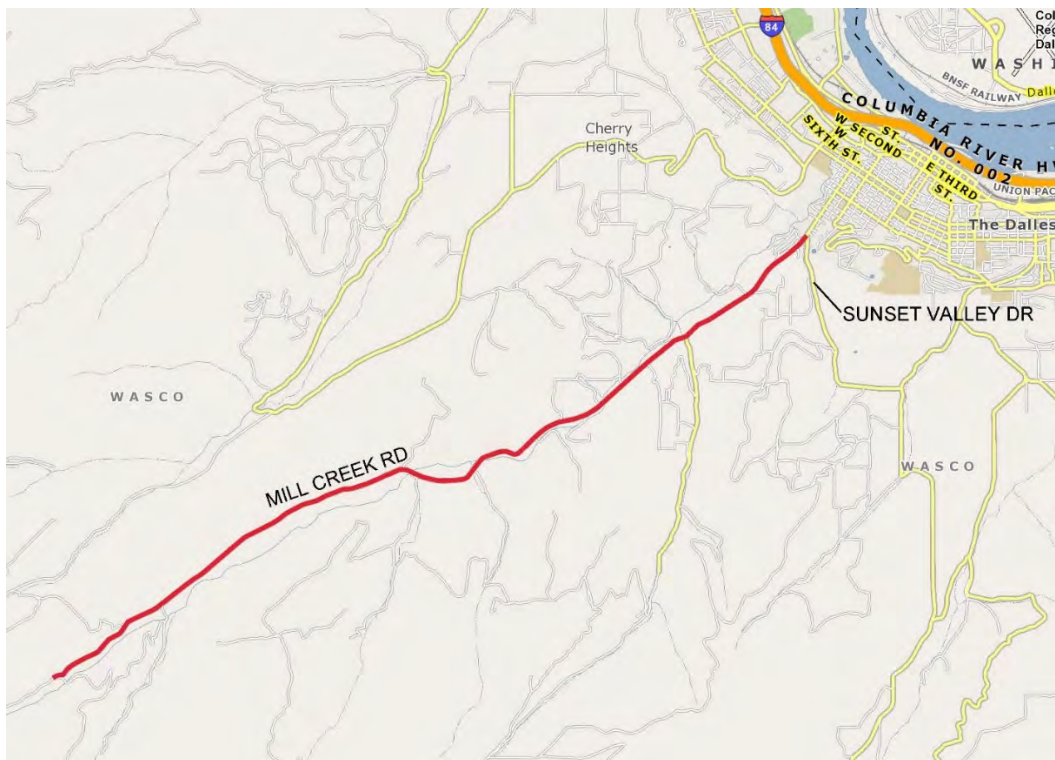
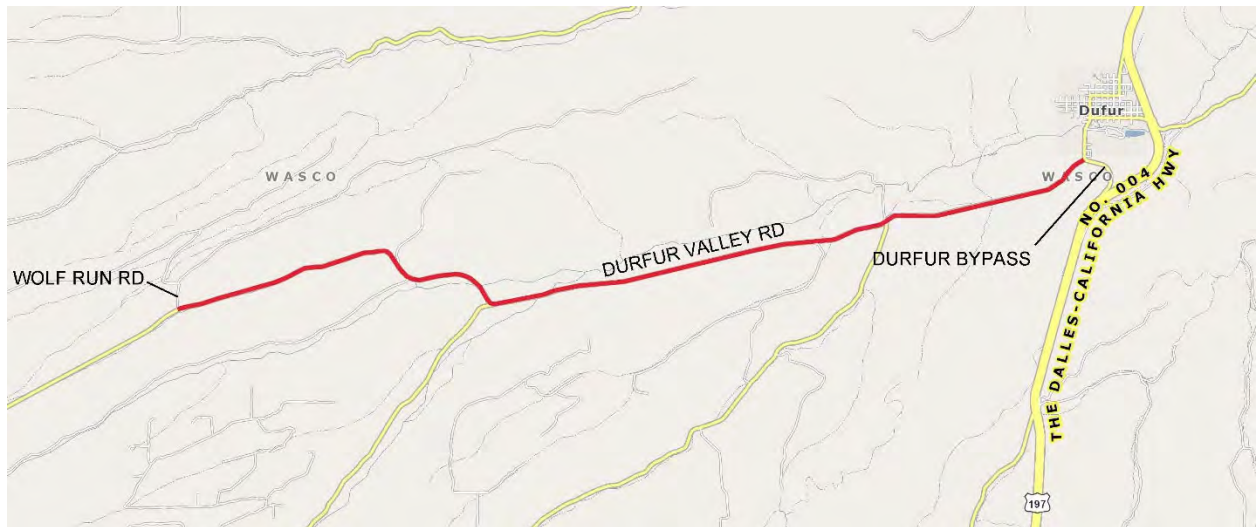


EXHIBIT A – Page 4
WASCO COUNTY

DUFUR VALLEY ROAD – DUFUR BYPASS TO WOLF CREEK ROAD



WAMIC MARKET ROAD FROM TYGH VALLEY ROAD TO EMIGRANT STREET

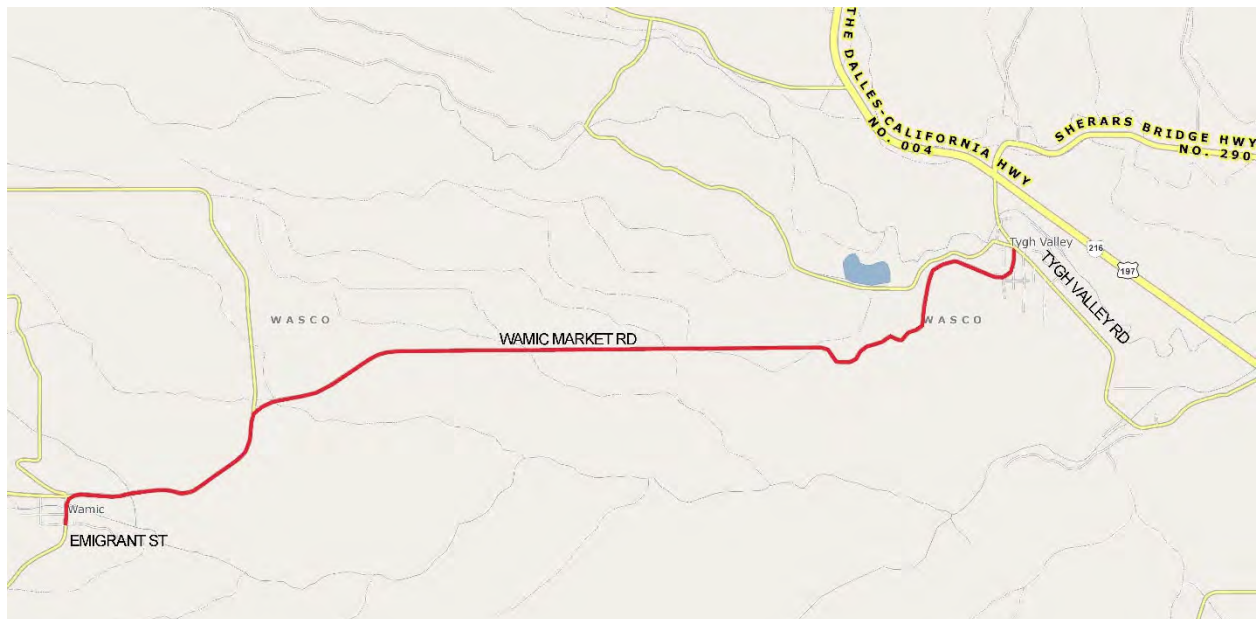
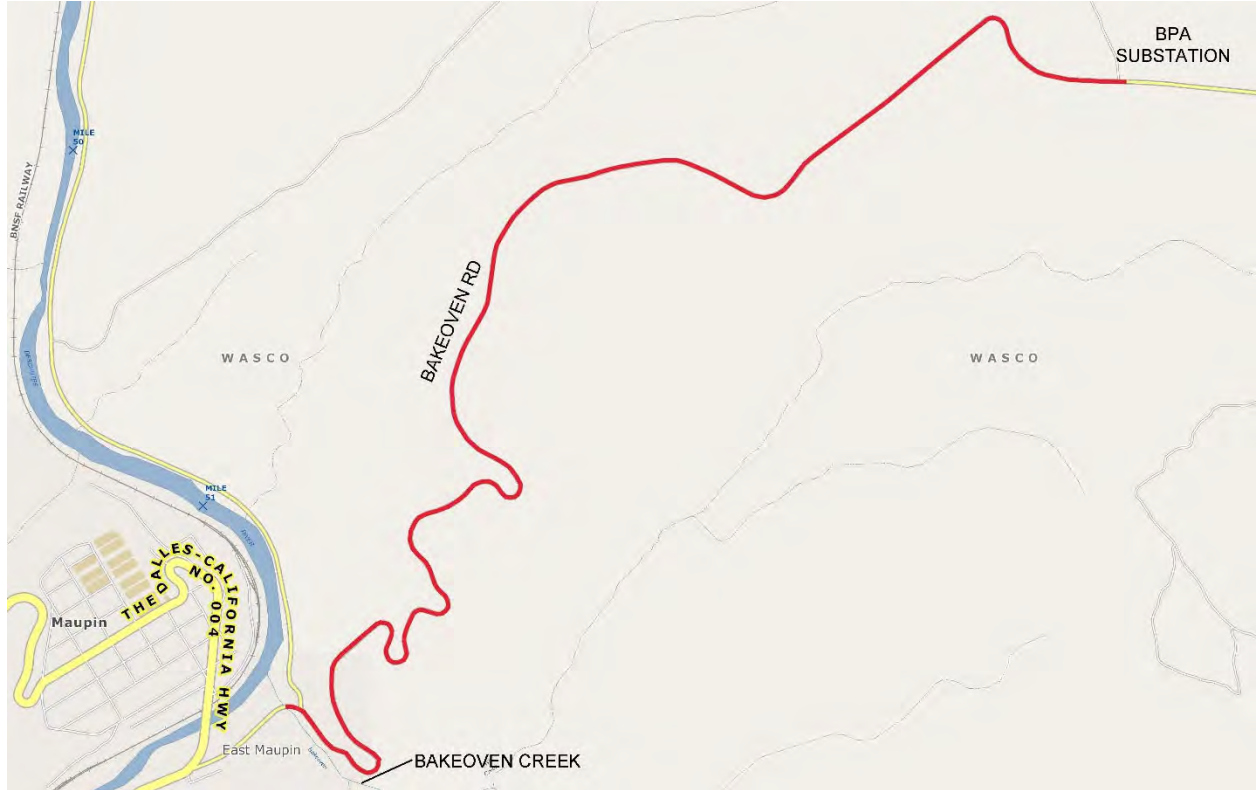


EXHIBIT A – Page 5
WASCO COUNTY

BAKEOVEN ROAD
CURVES FROM BAKEOVEN CREEK TO THE BONNEVILLE POWER ADMINISTRATION (BPA) SUBSTATION



ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00003748
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and the Agencies (i.e. county, city, unit of local government, or other state agency) hereby agree that State shall have full authority to carry out this administration. If requested by Agencies or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agencies in other matters pertaining to the Project. Prior to taking such action, State will confer with Agencies concerning actions necessary to meet federal obligations. State and Agencies shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of all Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agencies may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agencies' expense. State, its consultant or Agencies shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agencies in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agencies shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agencies must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.

7. If the estimated cost exceeds the total matched federal funds available, Agencies shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agencies shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agencies have not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agencies may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agencies and State. Agencies agree that costs incurred by State and Agencies for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agencies' estimated share and advance deposit.
 - a) Agencies shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agencies have written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agencies' construction phase deposit shall be one hundred ten (110) percent of Agencies' share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agencies' make a written request for the cancellation of a federal-aid project; Agencies' shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agencies', Agencies' shall bear all costs, whether incurred by State or Agencies', either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agencies'.
10. Agencies' shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agencies' shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agencies' if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agencies' may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agencies' may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agencies', maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agencies' may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agencies' with an itemized statement. Agencies' shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agencies. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agencies and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agencies' jurisdictional roadways or streets.
15. Agencies agree that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agencies agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design

standards must be justified and documented by means of a design exception. State and Agencies further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agencies, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agencies the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agencies or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agencies agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agencies agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agencies agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at

Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.

30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agencies grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agencies. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agencies, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agencies, or others. Agencies may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agencies' jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agencies shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agencies, if a Counties, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agencies, if Cities, hereby accept responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agencies, if Cities, by execution of the Project Agreement, give its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agencies shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were

provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or either Agency with respect to which the other Party or Parties may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to each other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with either Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the liable Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the respective Agencies on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the respective Agencies on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which either Agency is jointly liable with State (or would be if joined in the Third Party Claim), the liable Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the respective Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the respective Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agencies contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including both Agencies, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and each Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agencies certify by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agencies agree to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agencies are considered a participant in a covered

transaction. Furthermore, by signing this Agreement, Agencies are providing the certification for its principals required in appendix A to 49 CFR part 29.



MOTION

SUBJECT: ARTS Project Agreement

I move to approve The All Roads Transportation Safety Agreement #73000-00003748..



DISCUSSION ITEM

Commissioners' Assignments

[STAFF MEMO](#)



MEMORANDUM

Commissioners' Assignments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JANUARY 10, 2023

BACKGROUND INFORMATION:

With a new Commissioner coming on board this year, a number of appointments are now vacant. At the December 21, 2022 session, the Board discussed the appointments of representatives to NORCOR and MCCFL; the Board members were in consensus to appoint Vice-Chair Hege to serve as the main Wasco County representative on the NOCOR Board. Historically, the two Commissioners not appointed as the main representative on the NORCOR Board are appointed as alternates. In addition the Board was in consensus to have Vice-Chair Hege step down as the Wasco County representative to MCCFL and have Chair Kramer step into that role. You will see appointment orders for all three of these changes in the next Discussion List topic.

The remaining vacancies appointed by the BOCC are as follows:

- Mid-Columbia Housing Authority (MCHA)
- Mid-Columbia Community Action Council (MCCAC)
- Urban Renewal
- North Central Public Health District (NCPHD)
- Senior Advisory Council to CAPECO
- Columbia Gorge Health Council (CGHC)

Vacancies appointed by other entities are:

HB 4123 Houseless Pilot Project Governing Board (this is associated with the appointment to MCCAC)
AOC Health and Human Services
AOC Veterans Committee



DISCUSSION ITEM

Appointments

[ORDER 23-001 APPOINTING SCOTT HEGE TO NORCOR BOARD](#)

[ORDER 23-002 APPOINTING STEVE KRAMER TO MCCFL BOARD](#)

[ORDER 23-003 APPOINTING PHIL BRADY AS ALTERNATE ON NORCOR BOARD](#)

[MOTION LANGUAGE](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF SCOTT HEGE AS THE WASCO COUNTY REPRESENTATIVE ON
NORTHERN OREGON CORRECTIONAL FACILITY'S BOARD OF DIRECTORS

ORDER #23-001

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

IT APPEARING TO THE BOARD: That a vacancy for a Wasco County representative exists on Northern Oregon Correctional Facility's Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Scott Hege is willing and is qualified to be appointed as Wasco County's representative on the NORCOR Board of Directors; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Scott Hege be and is hereby appointed as the Wasco County representative on the NORCOR Board of Directors, to serve at the pleasure of the Board.

DATED this 18th day of January, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF STEVE KRAMER AS WASCO COUNTY REPRESENTATIVE ON MID-COLUMBIA CENTER FOR LIVING'S BOARD OF DIRECTORS

ORDER #23-002

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

IT APPEARING TO THE BOARD: That Commissioner Scott Hege is stepping down from his role as Wasco County's representative on the Mid-Columbia Center for Living Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Steve Kramer is willing and is qualified to be appointed as Wasco County's representative on the Mid-Columbia Center for Living Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Steve Kramer be and is hereby appointed as the Wasco County representative on the Mid-Columbia Center for Living Board of Directors, to serve at the pleasure of the Board.

DATED this 18th day of January, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF SCOTT HEGE AS AN ALTERNATE WASCO COUNTY REPRESENTATIVE ON
NORTHERN OREGON CORRECTIONAL FACILITY'S BOARD OF DIRECTORS

ORDER #23-003

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

IT APPEARING TO THE BOARD: That a vacancy for an Alternate Wasco County representative exists on Northern Oregon Correctional Facility's Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Phil Brady is willing and is qualified to be appointed as an Alternate Wasco County representative on the NORCOR Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Phil Brady be and is hereby appointed as an Alternate Wasco County representative on the NORCOR Board of Directors, to serve at the pleasure of the Board.

DATED this 18th day of January, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Appointments

I move to approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board.



CONSENT AGENDA

[MINUTES: 12.21.2022 REGULAR SESSION MINUTES](#)

[CRESTLINE CONSTRUCTION CONTRACT –
FAIRGROUNDS/HUNT PARK PROJECT](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 21, 2022

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

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

Vice-Chair Kramer opened the session at 9:00 a.m. saying that Chair Schwartz is a little under the weather and has asked him to Chair the meeting. He added a letter (attached) to Pacific Source in support of Mid-Columbia Center for Living (MCCFL) to the Discussion List. In addition, he explained that the reappointment of Carolyn Bernal to the Local Public Safety Coordinating Council (LPSCC) is being removed from the Consent Agenda and an appointment to LPSCC for Jack Henderson is being added to the Discussion List.

Discussion Item – Youth Think Agreements

Prevention Coordinator Debby Jones reviewed the memo included in the Board Packet explaining that all three agreements are in support of grant funded programs. She said that the Ashlee Sang agreement is new and will allow us to have a unified vision on social media platforms. We have used the Classroom Champions for 3 years and will be expanding that outreach program which brings athletes and para-athletes into the classroom to interact with kids. The ActOn addendum is for new options that will allow for text message notifications which has been a commonly requested feature by the kids. The addendum is for 1 year to allow them to evaluate the value of the feature.

{{Commissioner Hege moved to approve Youth Think Agreements with Ahslee Sang Consulting and Classroom Champions as well as the Change Order Form for Act-On Software. Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion Item – Data Users Agreement

Community Corrections Manager Fritz Bachman reviewed the memo included in

the Board Packet. He explained that we engaged in this data gathering in 2017 and it has been useful to Wasco County and our partners for funding applications as well as using it to tailor existing programs.

Commissioner Hege asked when they expect to get the report. Mr. Bachman replied that he hopes to have it in March.

{{{Commissioner Hege moved to approve the Data Use Agreement between Hood River County, Wasco County, Mid-Columbia Center for Living, Northern Oregon Regional Correctional Facilities, Columbia Gorge Coordinated Care Organization and the Research Foundation of the City University of New York. Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion Item – MCCFL/Pacific Source Letter

Ms. Clark explained that she added language to the letter in response to Chair Schwartz' comment that we needed to clearly state we do not directly provide mental health services; we contract with Mid-Columbia Center for Living (MCCFL) for those services.

Commissioner Hege said that MCCFL is expanding services and is seeking additional funding to support that expansion.

Chair Schwartz stated that it is a good letter and she supports sending it on. Pacific Source needs to consider this and it is important to our community. Our new representative to the Coordinated Care Organization should support this.

*****The Board was in consensus to send a letter to Pacific Source in support of MCCFL's expanded services.*****

Discussion Item – Appointments

LPSCC APPOINTMENTS

Sheriff Magill stated that the members of LPSCC support these appointments, adding that he also has the support of the Oregon State Patrol Superintendent for the appointment of Officer Scott Rector.

{{{Commissioner Hege moved to approve Order 22-052 appointing Scott Rector as a non-voting member of the Local Public Safety Coordinating Council (LPSCC) and Order 22-055 Appointing Jack Henderson to a

layperson position on LPSCC. Chair Schwartz seconded the motion which passed unanimously.}}

FAIR BOARD APPOINTMENTS

Mr. Stone explained that we have received a number of applications for the Fair Board; we need to appoint for five positions. He recommended that the Board appoint Commissioner Kramer as a Fair Board member and give him the opportunity to make a recommendation for the other four positions.

Commissioner Hege observed that we received a tremendous number of applications and we appreciate their willingness to step up; there are a lot of talented people who can do great things. Mr. Stone said that he is hoping that even those who are not appointed will still help us run parts of the fair; we will be asking for that help. Commissioner Hege said it would be great if we could appoint them all; he would like to see all of them involved.

Chair Schwartz commented that given the December 7th report on the Fair, she had questions on how we are going to improve things for next year. She said she thinks it is a good idea to appoint Commissioner Kramer for some oversight as he has been involved and attending Fair Board meetings.

Vice-Chair Kramer said that this is an opportunity for us to have a bit of a redo and add some formality to how the Fair Board conducts business. Chair Schwartz stated that it will be a good idea to take Vice-Chair Kramer's recommendations.

{{{Commissioner Hege moved to appoint Commissioner Kramer as Chair of the Wasco County Fair Board. Chair Schwartz seconded the motion. Commissioner Hege and Chair Schwartz voted "yay;" Vice-Chair Kramer abstained. Motion passed.}}}

Vice-Chair Kramer said we have 16 qualified people who have applied to serve on the Fair Board; all are passionate about the Fair and the County. Although we cannot appoint all 16, we will lean on some of them to participate in other ways. He said that he recommends appointments for Butch David, Kate Richter, Ken Polehn and Stacey Taylor. He pointed out that Ken Polehn has previously served on the Board and will bring institutional knowledge to the Board. He added that he intends to add some formality in how the Fair Board operates and conducts itself.

{{{Commissioner Hege moved to support the recommendations to appoint Butch David, Kate Richter, Ken Polehn and Stacey Taylor to the Wasco County Fair Board. Chair Schwartz seconded the motion which passed unanimously.}}}

Commissioner Hege pointed out that there are many opportunities to serve. Vice-Chair Kramer said that for the five outgoing Board members, we will send out letters of thanks for their service.

Discussion Item – Inmates Health Care Costs

Commissioner Hege explained that there is bill in congress regarding the payment of health care costs for those accused but not convicted; that cost comes to the counties. He said he would encourage support for the letter.

Chair Schwartz said that one of the things that is unjust is that we say people are innocent until proven guilty, but we strip them of their health care benefits without a conviction.

*****The Board was in consensus to send the letter regarding the federal policy that denies federal health benefits for adults and juveniles that are being housed in local jails prior to conviction.*****

Agenda Item – Public Works Updates

MUDDY ROAD

Public Works Director Arthur Smith reported that he has continued to work with Young Life on long term improvements to the 11 miles of road leading to Washington Ranch. Last week he issued a permit for that work; they have hired PBS Engineering and Environmental to provide the design and oversight for the project. They have engaged York Brothers Excavation as the prime contractor for the work. Both companies are experienced, licensed and bonded. Phase 1 will attack some of the trouble spots for ditching, culvert installation and realignment starting at the Ranch and working out – that could take many months. Phase 2 will include hauling and placing base rock. They still have dreams of paving the road which would be a later phase. This is a positive step and the investment in the road is a good thing.

Commissioner Hege asked if this is a public road. Mr. Smith replied that it is a road of public access. Commissioner Hege asked if the road will stay within the right-of-way in places where it will be realigned. Mr. Smith said that the right of

way is 60 feet wide; however, if realignment creates the need for slopes outside of the right-of-way, the property on either side of the right-of-way is owned by Young Life. He added that Young Life may also have private roads on their property that they want to improve.

GLOBAL GRANT SERVICES

Mr. Smith explained that fleet replacement has been an issue for years; we have over 70 pieces of equipment, 60% of which is over 30 years old. He stated that he does not have \$12 million to replace the aging equipment. Global Grant Services has found an opportunity through the State's Department of Environmental Quality. The infrastructure grant would provide a blueprint for our needs. They are pushing for more zero and near-zero emission equipment. While the technology for electric heavy equipment is not yet available, there is cleaner emission equipment available today. The product of this grant would help us leverage millions of dollars in federal funds for new, cleaner emission equipment. He said that there is a 50% match for this grant; Global Grant Services is hopeful that they can obtain that match through the EPA, but the Public Works Department may have to bear that cost. He said he sees this as the clearest path to replace the fleet and it is in alignment with the goals of the Climate Resiliency Committee.

Chair Schwartz said she thinks it is a great idea. She asked if the Public Works Department can provide the match if we are not able to get the match through the EPA. Mr. Smith replied that he would have at least one budget cycle to find that match. \$75,000 pays for several miles of chip seal; but if it can leverage millions, it would be a good investment.

Chair Schwartz said she appreciates the tie-in to the Climate Resiliency Committee as this does support their efforts.

Vice-Chair Kramer said this is worthwhile and Mr. Smith should move forward with it.

County Clerk and Climate Resiliency Committee Member Lisa Gambie said that she can see the Committee supporting this. Mr. Smith has already met with DEQ and they have encouraged him to apply; they have a similar funding stream for the equipment, but they need the technical report to support that funding.

Agenda Item – Mid-Columbia Economic Development District

PUBLIC TRANSPORTATION FUNDING

MCEDD Executive Director Jessica Metta reviewed the memo included in the Board Packet.

{{{Commissioner Hege moved to approve the Wasco County 2023-2025 Statewide Transportation Improvement Fund Plan and the Wasco County application for an FTA 5310 Grant. Chair Schwartz seconded the motion which passed unanimously.}}}

GORGE TRANSIT STRATEGY

MCEDD Mobility Manager Kathy Fitzpatrick reviewed the presentation included in the Board Packet. She said they are looking for an organizational structure that will move them forward in alignment with their vision and goals. She explained that there is overwhelming support for a regionalized transit system with some concerns around the smaller entities having a voice. They are keeping those concerns in mind and she will be back in July with further updates.

Vice-Chair Kramer said he loves Ms. Fitzpatrick's passion for this work. He said that he or Commissioner Hege will try to zoom into the meeting scheduled for January.

Discussion Item – Election of 2023 Board Chair

{{{Chair Schwartz moved to appoint Commissioner Kramer as Chair and Commissioner Hege as Vice-Chair of the Wasco County Board of Commissioners for the 2023 calendar year. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 12.7.2022 Minutes; Surplus Order; Reappointments

{{{Commissioner Hege moved to approve the consent agenda with the corrections outlined at the outset of the meeting - the reappointment of Carolyn Bernal to the Local Public Safety Coordinating Council (LPSCC) is being removed. Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion Item – Commissioners' Reports

Chair Schwartz said we likely have only time for her update; Commissioner Hege

and Vice-Chair Kramer can provide their reports at the next session.

Mid-Columbia Community Action Council: The Navigation Center ground breaking is scheduled for the spring; they are also looking at purchasing a hotel for transitional housing. Whoever takes her place on the MCCAC Board will likely also serve on the HB 3123 Board.

Mid-Columbia Housing Authority is focused on additional housing vouchers especially for the emergency housing population. They are working with MCACC for low income housing development. They are still working to clean up the title on the properties purchased from Wasco County as well as removing asbestos.

North Central Public Health District: Their Board is in discussion around their future. They may petition the Board of Commissioners to come back to the County or may revise their IGA and continue to operate as a District. Sherman County and OHA are looking at how that will impact Sherman County which has been involved since 1950.

The Community Action Program of East Central Oregon (CAPECO) serves as our **Area Agency on Aging**. There have been improvements in service but it still needs our attention

The Veterans Services Advisory Committee is a shrinking group but passionate about veterans' issues. They are strong advocates.

Columbia Gateway Urban Renewal Board still has the streetscapes project. They are also still working on the Tony building demolition which is currently with Oregon business and the EPA. They have incentive grants for business and they are trying to streamline that process. The recreation building is still an ongoing project and should be completed in 2023.

It is important that the County continues to participate on the **Mayor's Unhoused Task Force**. Recently, they have been working with St Vincent's around some of the issues at their location; you should be seeing some improvements, They are also working on keeping people warm; St Vincent's is not opening their shelter this year. MCCAC is opening up outreach services. Wasco County Emergency Manager Sheridan McClellan is also helping with that

Northern Oregon Corrections (**NORCOR**) will be implementing their plan to add

business manager

There are good things coming out of **Columbia Gorge Health Council**. Grants have been awarded to address the social determinants of health rather than just providing services. They just awarded a grant to MCCAC for that.

AOC Veterans – There is not a lot to report, but we need representation

Lower John Day Area Commission on Transportation is an organization that Mr. Smith attends

Commissioner Hege noted that he serves on the Coordinated Care Council's (Columbia Gorge Health Council) finance committee. They had a banner year and will have \$8 million in the black; they have the resources to help.

Vice-Chair thanked Chair Schwartz for her thorough report, adding that it has been a pleasure to work with her over the last 4 years.

Vice-Chair Kramer adjourned the meeting at 10:30 a.m.

Summary of Actions

MOTIONS

- To approve **Youth Think Agreements with Ahslee Sang Consulting and Classroom Champions** as well as the **Change Order Form for Act-On Software**.
- To approve the **Data Use Agreement between Hood River County, Wasco County, Mid-Columbia Center for Living, Northern Oregon Regional Correctional Facilities, Columbia Gorge Coordinated Care Organization and the Research Foundation of the City University of New York**.
- To approve **Order 22-052 appointing Scott Rector as a non-voting member of the Local Public Safety Coordinating Council (LPSCC) and Order 22-055 Appointing Jack Henderson to a layperson position on LPSCC**.
- To appoint **Commissioner Kramer as Chair of the Wasco County Fair Board**.
- To support the recommendation to appoint **Butch David, Kate Richter, Ken Polehn and Stacey Taylor to the Wasco County Fair Board**.
- To appoint **Commissioner Kramer as Chair and Commissioner Hege**

as Vice-Chair of the Wasco County Board of Commissioners for the 2023 calendar year.

- **To approve the Consent Agenda: 12.7.2022 Regular Session Minutes; Order 22-Surplusing Vehicles for the Sheriff's Office;**

Reappointments:

- **Order 22-037 Reappointing Pat Davis to the Wasco County Budget Committee**
- **Order 22-38 Reappointing Ken Polehn to the Wasco County Budget Committee**
- **Order 22-39 Reappointing DeOra Patton to the Wasco County Budget Committee**
- **Order 22-040 Reappointing Jennifer Toepke to the Wasco County Economic Development Commission**
- **Order 22-041 Reappointing Megan Thompson to the Wasco County Economic Development Commission**
- **Order 22-042 Reappointing Bob Krein to the Wasco County Economic Development Commission**
- **Order 22-043 Reappointing Scott Hege to the Hospital Facility Authority Board**
- **Order 22-044 Reappointing Dave Anderson as the Cities of Wasco County representative on the Lower John Day Area Commission on Transportation**
- **Order 22-045 Reappointing Dale McCabe as the Alternate Cities of Wasco County Representative on the Lower John Day Area Commission on Transportation**
- **Order 22-050 Reappointing Daniel White to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-051 Reappointing Dan Lindhorst to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-054 Reappointing Jack Morris to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-056 Reappointing Tom McCoy to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-057 Reappointing Ted Franks to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-058 Reappointing Rod Runyon to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-059 Reappointing Steve Kramer to the Wasco County Local Public Safety Coordinating Council**
- **Order 22-060 Reappointing Damon Hulit to the Mid-Columbia**

Housing Authority Board

- **Order 22-066 Reappointing Ken Bailey to the Mt. Hood Economic Development Council**
- **Order 22-065 Reappointing Steve Kramer to the Mt. Hood Economic Development Council**
- **Order 22-067 Reappointing Elizabeth Wallis to the Wasco County/The Dalles Museum Commission**
- **Order 22-067 Reappointing Kathleen Willis to the Wasco County Planning Commission**
- **Order 22-069 Reappointing Bradley Cross as Wasco County Surveyor**
- **Order 22-073 Reappointing Kristin Dodd to the Wasco County Forest Collaborative Group Steering Committee**
- **Order 22-074 Reappointing Jeremey Thompson to the Wasco County Forest Collaborative Group Steering Committee**
- **Order 22-075 Reappointing Bob Sjolund to the Wasco County Forest Collaborative Group Steering Committee**
- **Order 22-073 Reappointing Steven Kramer to the Central Oregon Workforce Consortium**
- **Order 22-036 Reappointing Robert Krein to the Bakeoven/Buck Hollow Watershed Council**
- **Order 22-061 Reappointing Jim Reed to the Mosier Watershed Council**
- **Order 22-063 Reappointing Peter Dalke to the Mosier Watershed Council**
- **Order 22-071 Reappointing John Nelson to The Dalles Watershed Council**
- **Order 22-072 Reappointing Mark Popoff to The Dalles Watershed Council**
- **Order 22-078 Reappointing Roy Groce to the White River Watershed Council**
- **Order 22-079 Reappointing Ken Martin to the White River Watershed Council**
- **Order 22-080 Reappointing Dan VanVactor to the White River Watershed Council**
- **Order 22-082 Reappointing Robert Larsell to the Wasco County Veterans Advisory Committee**
- **To approve the Wasco County 2023-2025 Statewide Transportation Improvement Fund Plan and the Wasco County application for an FTA 5310 Grant.**

CONSENSUS

- **To send a letter to Pacific Source in support of MCCFL's expanded services.**
- **To send the letter regarding the federal policy that denies federal health benefits for adults and juveniles that are being housed in local jails prior to conviction.**

Wasco County
Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice Chair

Philip Brady, County Commissioner



CONSENT ITEM

Crestline Contract

[STAFF MEMO](#)

[FAIRGROUNDS/HUNT PARK PROJECT CONSTRUCTION AGREEMENT](#)



MEMORANDUM

SUBJECT: Crestline Construction Contract

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JANUARY 11, 2023

BACKGROUND INFORMATION:

The contract included as part of the Consent Agenda was included in the RFP previously approved by the Board. There are no substantive changes to the contract; however, the following revisions have been made:

- Addition of the name of the company being contracted
- Completion Date (May 31, 2024)
- Dollar amount for project (\$2,080,290)
- Removal of language for County pre-work (the County will not be performing any pre-work)
- Removal of language breaking out costs between design and construction – this language had been included in anticipation of the design company and construction company being separate entities.
- Addition of Exhibit A which details costs for the various components of the project.

The contract does not have a schedule as referred to within the document. Article 22 A states: "Contractor will submit, to Owner, a schedule of the Work (the "Schedule") within ten (10) days after execution of the Contract and will maintain the schedule on a current basis until the Work is completed."

Once the schedule has been submitted, it will be incorporated into the agreement.

Wasco County Fairground Contract

This Design-Build Contract (this “Contract”) is made and entered into effective on January 18, 2022 (the “Effective Date”) between County of Wasco (“County”), an Oregon political subdivision, whose address is 511 Washington St, The Dalles, OR 97058, and Crestline Construction Company, LLC (“Contractor”), whose address is 3600 Crates Way #100, The Dalles, OR 97058.

This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.

RECITALS:

A. This Contract is for the design and construction for the replacement of the water, sewer, and electrical systems at the Wasco County Fair Grounds/Hunt Park (the “Project”), as more particularly described in County issued Request for Proposals Wasco County Fair/Hunt Park Design-Build Project dated September 19, 2022 the terms of which are hereby incorporated (the “RFP”).

B. Subject to the terms and conditions contained in this Contract, Contractor will perform the work necessary to complete the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contract Documents. The following documents form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein (collectively, the “Contract Documents”): (a) this Contract; (b) the Request for Proposals; (c) Contractor’s Proposal; (d) Conditions of the Contract (General, Supplementary, and other Conditions); (e) Drawings and Specifications; (f) the Performance Bond; (g) Approved Submittals; and (h) Addenda issued prior to, and all Modifications and Change Orders issued after, execution of this Contract.

2. Contractor Services; Work.

2.1 General. Contractor will furnish all labor, tools, equipment, and services necessary to perform the design, construction, and related services provided or to be provided by Contractor to fulfill Contractor’s obligations to complete the Project pursuant to the Contract (collectively, the “Work”). The Work will be conducted in two phases: (a) the “Design Phase” culminating with the production of the construction documents (drawings and specifications); and (b) the “Construction Phase.” Contractor will perform the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions issued by County.

2.2 Design Services.

a. Contractor will provide the following design services for and on behalf of County: (a) those design services set forth on the attached **Schedule**; (b) those design services described in Contractor’s Proposal dated December 6, 2022, attached hereto as Exhibit A; and (c) any other necessary or appropriate services customarily provided by design

professionals in connection with the performance of those services set forth on the attached **Schedule** and Exhibit A. Contractor will: (a) consult with and advise County on all matters concerning the design services reasonably requested by County, (b) communicate all matters and information concerning the design services, and report directly, to the County Administrative Officer, (c) devote such time and attention to the performance of the design services as County and Contractor deem necessary or appropriate, and (d) perform the design services to the best of Contractor's ability. When required by applicable law, Contractor will provide the design services required by the Contract Documents through duly licensed and qualified persons or entities. The agreements between Contractor and its architect/engineer or other design professionals will be in writing. These agreements, including, without limitation, services and financial arrangements with respect to the Project, will be promptly and fully disclosed to County upon County's written request.

b. Contractor will provide to County, for County's review and written approval, design documents sufficient to establish the size, quality, and character of the Project; its structural systems; and the materials and such other elements of the Project to the extent required by the Contract Documents. Deviations, if any, from the Contract Documents must be disclosed in writing. Upon County's prior written approval of the design documents submitted by Contractor, Contractor will provide construction documents for review and written approval by County. The construction documents will set forth in detail the requirements for construction of the Project and will include, without limitation, drawings and specifications that establish the quality levels of materials and systems required. Deviations in the construction documents from the Contract Documents, if any, will be disclosed in writing. Construction documents may include, without limitation, drawings, specifications, and/or other documents and electronic data setting forth in detail the requirements for construction of the Work, and will be consistent with the County approved design documents, provide information for the use of trade subcontractors, and include documents customarily required for governmental approvals. Notwithstanding anything contained in this Contract to the contrary, commencement of the construction portion of the Project will be subject to Contractor's satisfactory performance of the design services and County's prior written approval of the construction documents, all as determined by County in County's sole discretion.

c. Contractor (or Contractor's design professional) will perform the design services to the best of Contractor's ability, diligently, in good faith, in a professional manner, and consistent with the level of care and skill ordinarily exercised by other engineers, and/or other design professionals under similar circumstances at the time the design services are performed. Contractor will perform the design services consistent with the terms and conditions contained in this Contract. The design services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the design services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

2.3 County-Performed Work. If any County-Performed Work will be performed during the Construction Phase, Contractor will cooperate and coordinate Contractor's activities with the activities of County's forces, as if such forces were operating under separate contracts (as described in Article 8 of the General Conditions).

2.4 Construction Work. Upon issuance of a Notice to Proceed (as identified in Section 6), Contractor will commence the construction portion of the Work, which will be

completed in accordance with and subject to the terms and conditions of the Contract Documents.

3. Compensation; Contract Sum. County will pay Contractor for the performance of the Work, subject to additions and deductions by written change order(s) (subject to and in accordance with the General Conditions), the sum of Two Million Eighty Thousand Two Hundred Ninety Dollars (\$2,080,290) as further detailed on Exhibit A (the "Contract Sum").

4. Relationship.

4.1 Independent Contractor. Contractor is an independent contractor of County. Contractor is not an employee of County. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of County to specify the desired results. This Contract does not create an agency relationship between County and Contractor and does not establish a joint venture or partnership between County and Contractor. Contractor does not have the authority to bind County or represent to any person that Contractor is an agent of County. Contractor has the authority to hire other persons to assist Contractor in performing the Work (and has the authority to fire such persons).

4.2 Taxes; Licenses. County will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Work.

5. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Contract, Contractor represents, warrants, and covenants to County as follows:

5.1 Authority; Binding Obligation; Conflicts. Contractor has full power and authority to sign and deliver this Contract and to perform all of Contractor's obligations under this Contract. This Contract is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Contract by Contractor and the performance by Contractor of all of Contractor's obligations under this Contract will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

5.2 Insurance. Contractor will be responsible to County for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities, including, without limitation, Contractor's architect/engineer and other design professionals, performing any portion of Contractor's obligations under the Contract Documents. In addition to any other insurance required under this Contract and the Contract Documents, Contractor will require that Contractor's architect/engineer and other design professionals maintain professional liability, errors and omissions insurance covering any damages caused by any negligent error, omission, or any other negligent act affecting the Project, its plans, drawings, specifications and/or project manual, and all related work product of the architect/engineer. The policy may be either a practice based policy or a policy pertaining to the specific Project.

Professional liability insurance to be will have a combined single limit of not less than \$2,000,000 per claim, incident or occurrence, and a \$2,000,000 annual aggregate. Each liability insurance policy required under this Contract will be in form and content satisfactory to County, will list County (and County's Representatives (as defined below)) as an additional insured(s), and will contain a severability of interest clause. Contractor will provide County with proof of coverage for Contractor's architect/engineer and other design professionals.

5.3 Compliance With Laws. Contractor and Contractor's design professional will comply, and perform the Work in accordance, with the Laws. Without otherwise limiting the generality of the immediately preceding sentence and notwithstanding anything contained in this Contract to the contrary, Contractor will comply with every obligation applicable to Contractor and/or this Contract under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform and complete the Work. For purposes of this Contract, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Contract, and/or the Work, including, without limitation, all applicable County ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

6. Time of Commencement and Completion. The Design Phase will be commenced on the date stipulated in a written notice issued to Contractor by County (a "Notice to Proceed"), and subject to authorized adjustments, Substantial Completion (as defined in the General Conditions) will be achieved according to the schedule set forth in the specifications. Contractor acknowledges and agrees that a separate Notice to Proceed will be issued for the Construction Phase of the Work, and only upon (a) successful completion of the Design Phase by Contractor, as determined by County in County's sole discretion, and (b) the completion of the County-Performed Work. Promptly after execution of this Contract, Contractor will prepare and submit for County's approval the Contractor's schedule for the Work. The schedule will (a) not exceed time limits, and will be in such detail, as required under the Contract Documents, (b) be revised at appropriate intervals as required by the conditions of the Work and Project, (c) be related to the entire Project to the extent required by the Contract Documents, (d) provide for expeditious and practicable execution of the Work, and (e) include allowances for periods of time required for the County's review and for approval of submissions by Contractor and authorities having jurisdiction over the Project.

7. Term. Subject to the terms and conditions contained in this Contract, the term of this Contract commenced on the Effective Date and will remain in full force and effect until completion of the Work (but in no event later than May 31, 2024) unless sooner terminated as provided in this Contract. This Contract may be extended by the parties' mutual written agreement.

8. Miscellaneous.

8.1 Severability; Assignment; Binding Effect. Each provision contained in this Contract will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Contract to

any person without County's prior written consent. Subject to the immediately preceding sentence, this Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

8.2 Governing Law; Venue. This Contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Any action or proceeding arising out of this Contract will be litigated in courts located in Wasco County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Wasco County, Oregon.

8.3 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Contract are part of this Contract. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Contract, the provisions of this Contract will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Contract. All notices or other communications required or permitted by this Contract must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

8.4 Waiver; Entire Agreement. No provision of this Contract may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by County and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Contract will be deemed a waiver of other provisions or conditions hereof. This Contract (including the Contract Documents) contains the entire agreement and understanding between the parties with respect to the subject matter of this Contract and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Contract.

8.5 Person; Interpretation; Execution. For purposes of this Contract, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Contract. The parties may execute this Contract in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed and made effective for all purposes as of the Effective Date.

COUNTY:

Wasco County
an Oregon political subdivision

CONTRACTOR:

Crestline Construction Company, LLC

Signature _____
Steven D. Kramer, Board Chair

Signature _____

Name/Title: _____

WASCO COUNTY GENERAL CONDITIONS

Contractor's services under this Contract will be subject to the provisions of these General Conditions, and both parties agree to comply therewith, as they may be modified by special conditions (if any) identified in the Contract as one of the Contract Documents.

Article Title

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2	General Provisions
3	Intent of the Contract Documents
4	Substitutions and Value Engineering
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6	Contractor's Superintendent
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ARTICLE 1 **Definitions**

A. For the purposes of this Contract, the following terms have the meanings hereinafter set forth:

“Architect/Engineer” means the person, firm, or corporation that prepared the drawings and specifications, or acts as a consultant during the project, whether it be an architect or engineer.

“Drawings of Record” means those annotated drawings submitted by the Contractor to the Owner during progress of construction illustrating how various elements of the work were actually installed.

“Contract” means the design-build agreement signed by the parties thereto, these General Conditions, and all other documents and exhibits listed as “Contract Documents” in the agreement signed by the parties.

“Contract Change Order(s)” means a document prepared by the Owner or Contractor as a change to the Contract incorporating approved Contractor’s proposals for changes in the Work. Contract Change Orders will be numbered consecutively in chronological order and will refer to the field change order(s) covered.

“Contract Sum” means the amount payable to Contractor under the Contract.

“Contract Time” means the date of substantial completion indicated in Contractor’s schedule.

“Contractor” means the person, firm, or corporation responsible for the execution of the work contracted for by Owner.

“Days,” unless expressly stated otherwise, means calendar days.

“Field Change Order” means an order issued to the Contractor by the Owner’s Construction Representative, to carry out minor revisions in the Work. Such Field Change Orders will be numbered consecutively, in chronological order.

“Owner” means Wasco County.

“Owner Request for Proposal (Owner RFP)” means a request by the Owner for a proposal on contemplated changes in the Work. Such Owner RFPs will be numbered consecutively, in chronological order.

“Owner’s Construction Representative (OCR)” means the Owner’s agent, designated by Owner. The OCR coordinates the activities of the Contractor, Owner’s consultants (if any), and all aspects of the project.

“Punch list” means a list, prepared by the Owner, of the Contractor’s uncompleted or uncorrected work.

“Separate contract” means a contract between Owner and a contractor, other than the Contractor under this Contract, for the construction or furnishing of a portion of the Project.

“Subcontractor” means, without limitation, any firm, corporation, or person working directly or indirectly for the Contractor that furnishes or performs a portion of the work, labor, or material, according to the drawings and/or specifications.

“Substantial completion” means the completion of the work to the extent that the Owner may have uninterrupted use of the facility or specified portion thereof for the purpose for which

intended.

“Work,” unless otherwise specified, indicates all items and services to be furnished, performed and paid for by Contractor and its consultants and subcontractors, and includes all materials, tools, methods, labor, overtime labor, standby labor, equipment services, transportation, power, fuel, water, and other items and facilities of every kind necessary to complete

“Work in place” means work, which has been installed in accordance with the drawings and specifications, but does not include equipment or material that has been delivered to the job site and not yet installed.

B. Capitalized terms not otherwise defined herein have the meanings given to the terms in the Contract signed by the parties.

ARTICLE 2

General Provisions

A. The Contract will be deemed to have been made in, and will be construed under, the laws of the State of Oregon.

B. Contractor will direct all communications to the designated OCR.

C. Contractor will perform services under this Contract including the Work in a skillful and competent manner in accordance with good practice standards of the construction industry. Contractor will be responsible to Owner for errors or omissions in construction and failure to perform this Contract, and will correct or remove any defective work.

D. Contractor and the Work will comply with all applicable laws, regulations, ordinances, building codes, and/or requirements of federal, state, and/or local government authorities and agencies having jurisdiction over the facility to be constructed, including those of any utility companies, and will give all notices and obtain all licenses and permits required.

E. Contractor and the Work will comply with construction procedures contained in the Contract Documents.

F. Time is of the essence with respect to Contractor’s performance of its obligations under this Contract.

G. Contractor will maintain an efficient and accurate accounting system for all work in connection with this Contract. Contractor’s accounts and records covering these charges and all invoices, payments, correspondence, memoranda, and other writings, on account of this Contract, will, at all reasonable times during the term of this Contract, and for two (2) years thereafter, be open to inspection and copying by Owner or its authorized representatives.

H. Contractor will pay for all drawings and specifications required by Contractor for the performance of the Work.

I. Upon acceptance of this Contract, Contractor will execute and deliver Performance Bond (the “Bond”) in an amount equal to the total Contract Sum, and fully executed by a Surety Company authorized to do business in the State of Oregon and approved by Owner. In the event of any increases in the total Contract Sum, Contractor will increase the Performance Bond so that each equals the new total Contract Sum. Contractor will pay the costs of all Bonds.

J. Contractor agrees to immediately remove any liens, claims, or encumbrances which, because of any act or default of Contractor, or of Contractor's subcontractors or sub-subcontractors, or material suppliers, are made against the Owner or the Project; and to defend, indemnify, and save Owner harmless against and from all resulting loss and expenses, including, without limitation, attorney's fees.

K. In carrying out any of the provisions hereof or in exercising any authority granted by the Contract, there will be no personal liability imposed upon any public official or employee of Owner.

ARTICLE 3

Intent of the Contract Documents

A. The intent of the Contract Documents is to include all of the Work for the Contract Sum and within the Contract Time. The drawings and specifications are to be considered complementary, and all work necessary for the execution of the Work if shown on the drawings and not described in the specifications, and all work described in the specifications and not shown on the drawings, or any work which is obviously necessary to complete the Work within the limits established by the drawings and specifications, will be considered part of the Contract, and will be executed by Contractor in the same manner and with the same quality of material as other portions of the Contract without extra compensation.

B. Unless expressly stipulated otherwise, Contractor will provide and pay for all services, labor, overtime labor, standby labor, methods, materials, equipment, transportation, power, fuel, water, and all other facilities and services, including operating costs incurred in checking out equipment, and all other items and facilities of every kind necessary to complete the intent of the Contract for the Contract Sum within the Contract Time.

C. Words describing material or work which have a well-known technical or trade meaning unless otherwise specifically defined in the contract, will be construed in accordance with such well-known meaning, recognized by architects, engineers and tradesmen.

D. Contractor will secure written instructions from the OCR before proceeding with Work affected by omissions or discrepancies in the Contract Documents.

ARTICLE 4

Substitutions

A. Throughout the specifications, manufacturer's name and catalog number may specify types of material in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically specified otherwise, Contractor may assume the phrase "or approved equal" except that the burden is upon Contractor to prove such equality. If Contractor elects to prove such equality, Contractor must request the Owner's approval in writing to substantiate equality, with supporting data and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. Such supporting data will include the basic specifications of the specified item(s), and the specifications, characteristics and other information concerning the proposed substitution demonstrating its equality to the specified items(s), and the effect of the substitution on the schedule and cost, if any.

B. After award of the Contract, proposed substitutions will be considered only if Owner

receives the advantage of lesser cost with no decrease in quality, or earlier completion date, or both. In any event, a request for substitution will be made sufficiently in advance of Project needs to permit sufficient time for evaluation by Owner without jeopardizing the construction schedule.

C. In the event that Owner approves a substitution, Contractor will assume all risk and costs for redesign and adjustment of Work affected by the substitution and its effect on adjoining Work, and any delays occasioned by its use.

ARTICLE 5

Architect's/Engineer's Status

It is not incumbent upon Architect/Engineer or Owner to notify Contractor when to begin, cease or resume work, nor to give early notice of rejection of faulty work, nor in any way to superintend so as to relieve Contractor of any responsibility or of any consequences for neglect or carelessness by Contractor or its subordinates.

ARTICLE 6

Contractor's Superintendent

A. Contractor will provide the services of a competent on-site representative, as approved in writing by Owner, from the commencement of construction to final completion and acceptance of the Work. Contractor's on-site representative will represent Contractor at the Work, and all directions, instructions, or notices given to the on-site representative by will be as binding as if given to Contractor.

B. Contractor's on-site representative will be in charge of the Work at all times and will have authority to furnish estimates and to approve Field Change Orders. Contractor will provide on-site representative with such assistants as are necessary to properly execute and coordinate all phases of the Work.

C. Contractor's project manager, construction superintendent, assistant construction superintendent, if any, and trade foremen, as required, will not be removed from the Work under this Contract without the prior written approval of Owner.

ARTICLE 7

Subcontractors

A. Contractor, upon notification of selection as apparent successful Proposer, and prior to award of Contract, will submit to Owner, for approval, a list of proposed subcontractors and suppliers for each of the major items of the Work. Owner reserves the right to reasonably reject any subcontractor or supplier that has not been qualified by Owner in writing prior to award of Contract, without additional cost to Owner. Where Owner rejects any subcontractor or supplier that has been prequalified by Owner in writing, the Contract Sum will be adjusted by Contract Change Order pursuant to provisions of this Contract for pricing additional or deleted work. Contractor will advise Owner of Contractor's selection of approved subcontractors and suppliers prior to commencement of Work by the subcontractors and suppliers.

B. To the extent the specifications have been divided into separate headings or sections to cover the principal trades or subtrades represented in the Work, it is done for convenience. This

arrangement will not limit Contractor in the extent of the Work included in each of the various subcontracts, nor will the use of the term “subcontractor” relieve Contractor of responsibility for seeing that all of the Work of the Contract is performed properly, whether or not specifically called for in a particular section.

C. All contracts concerning the Work entered into by Contractor with subcontractors will include the terms and conditions governing Contractor. No provisions of this Contract or of any contract between the Contractor and subcontractors will be construed as an agreement between Owner and subcontractors. Contractor will be as fully responsible to the Owner for the acts and omissions of a subcontractor, of the persons employed by a subcontractor, or of firms and/or subcontractors engaged by a subcontractor, as Contractor is for the acts or omissions of its own employees.

ARTICLE 8

Separate Contracts

A. Owner reserves the right to let separate contracts in connection with the Work. Contractor will afford such other firms, contractors, or subcontractors adequate opportunity for the introduction and storage of their material and the execution of their work, and will properly connect and coordinate its work with such other firms, contractors, or subcontractors.

B. Contractor will cooperate with other firms, contractors, or subcontractors on the Work and with Owner so that all portions of the Work may be completed in the least possible time within normal working hours. Contractor will furnish other firms, contractors, or subcontractors, whose work is fitted into Contractor’s, detail and erection drawings giving full information regarding the fabrication and assembly of Contractor’s work. When possible, drawings will show checked field measurements.

C. Should Contractor cause damage to any separate firm, contractor, or subcontractor on the Work, Contractor agrees to use its best efforts to negotiate a settlement with such firm, contractor or subcontractor. Contractor will defend, indemnify and save Owner harmless from all claims, losses, liability, or actions arising therefrom, even if Contractor was not negligent in causing the damage. Contractor’s indemnification obligation provided in this Article 8 will be in addition to any other indemnification obligation contained in this Contract.

ARTICLE 9

Allocation of Risk

A. All reports giving the results of soil investigations or borings conducted by Owner, if any, may be examined at Owner’s offices. Any investigations or borings were carried out and retained for design purposes only, and are not considered adequate for construction.

B. Contractor represents that prior to submitting its proposal for the Work, Contractor acquainted (and/or had the opportunity to acquaint) Contractor with the site and all other conditions relevant to the Work, and made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work.

C. Owner does not warrant the correctness of any soil investigations or borings, or of any interpretations, deductions or conclusions given in any report relative to subsurface conditions. Soil investigations or borings are not warranties of conditions between soil borings nor are they

guaranteed to represent all conditions that may be encountered. Contractor has made and will make its own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions, and will accept full responsibility therefore.

D. During construction, and until acceptance by Owner, Contractor will be responsible for the premises and for the Work and will bear the risk of loss for all damage thereto, however caused, and regardless of whether any damage is the fault of Contractor.

ARTICLE 10 Indemnification

To the fullest extent permitted by law, Contractor will defend, indemnify and hold Owner and each present and future Owner employee, officer, agent, and representative (collectively, "Owner's Representatives), harmless from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from, related to, or caused by the performance of the Work by Contractor, or its subcontractors, agents, and employees. This obligation will survive acceptance of the Work and completion of the Contract. In any and all claims against Owner or its agents or employees, these indemnification obligations will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for contractors' or workers' compensation acts, disability acts or other employee benefit acts. Contractor will carry sufficient insurance to defend, indemnify and hold Owner harmless as provided in this provision.

ARTICLE 11 Contractor's Insurance

A. Contractor will furnish County with appropriate documentation evidencing the following insurance coverage (and provisions) Contractor is required to obtain under this Contract upon Contractor's execution of this Contract and at any other time requested by County:

<u>Kind</u>	<u>Limits</u>
1. Employer Insurance	
a. Workers' Compensation covering all employees who are engaged in any work under the contract	Statutory
b. Employers' Liability including bodily injury caused by disease	Statutory
2. Commercial General Liability*:	\$1,000,000 each person \$2,000,000 each occurrence
a. Bodily injury (including death) and Personal Injury	\$1,000,000 each accident
b. Property Damage and Broad Form Property Damage	\$1,000,000 aggregate
3. Comprehensive Automobile Liability including Owned, Non-owned and Hired Vehicles:	\$1,000,000 each person \$2,000,000 each occurrence

a. Bodily injury (including death) \$1,000,000 each accident

b. Property damage \$1,000,000 each accident

4. Professional Liability:

a. Professional Liability insurance with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

b. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

** The Commercial General Liability policy will include coverage for bodily injury, property damage, independent contractors, blanket contractual, personal injury, products and completed operations, broad form property damage (including but not limited to completed operations) and coverage for explosion, collapse and underground hazards. This insurance will include contractual liability to cover the liability assumed by the Contractor under the indemnification provisions of the General Conditions.*

Each liability insurance policy required under this Contract will be in form and content satisfactory to Owner, will list Owner and Owner's Representatives as an additional insured(s), and will contain a severability of interest clause. The insurance Contractor is required to obtain under this Contract may not be materially changed and/or cancelled without thirty (30) days' prior written notice to Owner. Contractor's insurance will be primary and any insurance carried by Owner will be excess and noncontributing. Contractor will furnish County with appropriate documentation evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Contract upon Contractor's execution of this Contract and at any other time requested by County. If Contractor fails to maintain insurance as required under this Contract, Owner will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon Owner's demand.

B. When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, Contractor will conform to the particular requirements and provide the required insurance. Contractor will include in its liability policy all endorsements that the applicable government authority may require for the protection of the authority, its officers, agents, and employees. Contractor will provide insurance coverage for special conditions, when required.

C. Contractor will maintain the above insurance at all times until acceptance of the Work.

D. Maintenance of insurance by Contractor as specified in this Article will in no way be interpreted as relieving Contractor of any responsibility and Contractor may carry, at its own expense, such additional insurance as Contractor deems necessary.

E. Contractor will require all subcontractors (unless otherwise approved by the Owner) to carry insurance at least equal to that required by Paragraph A of this Article.

ARTICLE 12

Safety

- A. Contractor will take all necessary precautions for the safety of its employees, Owner's employees, and the public, and protection of the Work and of adjoining property, and will comply with all applicable provisions of federal, state and local safety laws and building codes and Owner's fire insurance carrier's requirements to prevent accidents, injury to persons, loss of life and damage to property.
- B. Contractor will not permit any structure to be loaded excessively.
- C. For work at an existing facility operated by Owner, Contractor will obtain approval, from Owner, as to time and duration of activities prior to blasting, welding, torch cutting, building of fires, or making changes in the process water, County water, or fire protection systems.
- D. Contractor will properly erect and maintain all necessary safeguards for the protection of workers, Owner, Owner's employees, and the public. Contractor will post danger signs and markers warning against hazards created by features of the construction.
- D. Safety and accident reports will be submitted in accordance with federal, state, and local regulations. Contractor will inform Owner of any accidents within three (3) days of occurrence.
- F. Owner, Owner's Representatives, and OCR are not responsible for safety, safety procedures, safety analysis of any condition on the project, or coordinating any safety efforts or programs of any contractor or subcontractor.

ARTICLE 13

Intellectual Property

Contractor will pay all royalties and license fees. Contractor will defend all suits or claims for infringement of any intellectual property and will save Owner harmless from loss on account thereof except the Owner will be responsible for all such loss when a particular process or product is specified by it unless Contractor will have information that a particular process or product infringes a patent, in which event, Contractor will be responsible for loss on account thereof unless Contractor promptly provides such information to Owner.

ARTICLE 14

Ownership of Documents

All drawings, specification computations, sketches, test data, survey results, photographs, renderings, models, electronic data and other material related to the Work prepared by Contractor, or furnished to Contractor by Owner, are the property of Owner. Contractor will submit to Owner the original and a reproducible copy of all such materials upon Owner's request, otherwise upon completion of construction. Contractor will not use any such materials or copies thereof on other work nor will Contractor divulge information from such materials without Owner's prior written approval.

ARTICLE 15

Methods of Carrying on the Work

- A. Contractor will be responsible for the design and construction means, methods, techniques, sequences, procedures, coordination, orderly scheduling, and management of all Work by its

design consultants, employees, and subcontractors.

B. Contractor will confine its equipment, apparatus, materials, and operations of workers and subcontractors within limits allowed by Owner and will not unnecessarily encumber the premises. Contractor will be responsible for all materials and equipment stored by Contractor or its subcontractors.

C. Contractor will use the premises only for purposes necessary to the performance of this Contract. Contractor will not make use of any existing structures on Owner's property or any facilities therein without prior approval from Owner.

D. Whenever Contractor receives materials, equipment, and/or personal property from any person having a contract with Owner for storage, erection, or installation, Contractor will give to such person, or Owner, written receipt for the items delivered and will be responsible for the proper care, storage, or replacement of items received.

E. All manufactured articles, materials, and equipment will be stored, applied, installed, tested, connected, erected, used, cleaned and conditioned by Contractor as directed by the manufacturer unless otherwise specified.

F. Contractor will maintain one complete copy of the Contract documents at the job site, with all Owner RFPs, change orders, reviewed shop drawings, observation reports and other documents necessary to the prosecution of the Work. All Contract documents will be kept up to date with legible markings.

ARTICLE 16

Surveys, Permits and Regulations

A. This Contract does not constitute a land use permit, nor does acceptance of this Contract by Contractor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.

B. Contractor will employ a licensed or registered land surveyor who will be responsible for all surveys, measurements and layouts required for the proper execution of the Work.

C. Contractor will compare and continually check for changing conditions, all dimensions, elevations, lines, grades and other information appearing on the drawings with the work of other contractors and with the actual dimensions, elevation lines grades and site conditions. Contractor will report in writing to the Owner any discrepancies in the prevailing conditions before proceeding with the Work. Contractor will be responsible for any cost or expense, which results from its failure to so compare and report.

D. Contractor will furnish, set and maintain grade stakes and temporary markers and will be fully responsible for the accuracy thereof.

E. Contractor will obtain and pay for all permits, licenses, certificates, inspections and other approvals required, both temporary and permanent. Any such fees will be included in the Contract Sum. Prior to Contractor's application for a building permit, Contractor will secure Owner's approval of the Project value to be used for permit purposes.

F. If construction crosses roadways, rights of ways, railroads, streets, watercourses, and/or

utilities under the jurisdiction of a state, county, County or other public agency, public utility or private entity, Contractor will conform to the permits, licenses, regulations and conditions of such authorities. Contractor is responsible for the knowledge of all underground utilities present on the site.

ARTICLE 17

Materials, Employees and Workmanship

A. Unless otherwise specified, all materials will be new and both workmanship and materials will be of good quality. All workers and subcontractors will be skilled in their trades. Contractor will furnish evidence of the skill of its workers and subcontractors upon the request of Owner.

B. Contractor will at all times enforce strict discipline and good order among its employees and all subcontractors, and will not employ or keep on the job any employee or subcontractors' employees whom Owner deems undesirable or unfit. If Owner requires Contractor not to employ or keep on the job any employee or subcontractors' employees, Contractor will promptly comply without any additional costs to Owner or any increase in the Contract Sum.

ARTICLE 18

Connecting the Work

A. Contractor will do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and to fit Contractor's Work to receive or be received by the work of other firms as shown upon or reasonably implied by the drawings and specifications. After others have finished their work, Contractor will promptly complete and finish the Work as Owner may direct.

B. Contractor will not endanger, cut, or alter the work of any other firm without the consent of Owner.

C. Requirements for additional cutting, fitting, and patching resulting from Contractor's defective or untimely Work will not be a basis for additional cost to Owner.

D. If any part of the Work depends for proper execution or maximum durability upon the work of any other firm, Contractor or its subcontractor(s) will inspect said work before commencing its own Work and will make known, for approval by Owner, any departures from the drawings and specifications. Failure of Contractor to observe these requirements will bar Contractor from claiming thereafter that defects in its own Work are due to defects in the work of others, unless Contractor submits clear and convincing evidence that a thorough inspection of said other work was made before Contractor's Work went forward and that tests which were reasonable and customary failed to disclose the defects which later appeared.

E. Where it is necessary to connect to existing facilities, Contractor will not interrupt Owner's operations to make such connections, but the Work will be done according to a schedule convenient to, and approved in writing by, Owner. Any overtime, necessary for such connections will be at Contractor's expense.

ARTICLE 19

Protection of Work, Property, and Persons

A. Contractor will protect the Work, its employees and equipment, Owner's property, adjacent property and the public from personal injury, loss, or property damage from any cause whatsoever.

B. Contractor will be responsible for any injury, loss, or damage to any presently existing improvements on the premises caused by Contractor or its employees, agents, or subcontractors and in the event of such injury, loss, or damage, Contractor will promptly make such repairs or replacements as required by Owner without additional cost to Owner.

C. Contractor will provide and erect all planking, bridges, bracing, shoring, sheet piling, lights, and warning signs necessary for the protection of streets, adjacent property and the public. Contractor will provide scaffolds, tarpaulins, and similar items as required to protect Owner's equipment and employees. Contractor will, if necessary, seal off its Work so as not to interfere with Owner's operations.

D. During the progress of the Work, Contractor will protect all finished Work as soon as same is erected and will maintain such protection until no longer required.

E. The completed Work will include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by federal and/or state industrial authorities, including, without limitation, OSHA, and applicable local and national codes. Further, any features of the Work subject to such safety regulations will be fabricated, furnished, and installed in compliance with their requirements. Contractor will be held responsible for compliance with the requirements included herein.

F. Contractor will preserve and protect existing vegetation such as trees, lawns and shrubs which may be impacted by the Work and which are not to be removed. Contractor will consult with Owner concerning trees to remain adjacent to the construction area. Contractor will protect trees from stockpiling, vehicle driving and parking beneath tree canopies, dumping of refuse or chemically injurious materials or liquids, and continual puddling or running water. Contractor will not remove more than six inches of existing soil or fill more than two inches over existing soil within six feet of trees to be saved. Contractor will be permitted to remove interfering branches and roots only where absolutely necessary and without injury to trunks, and will employ a qualified tree surgeon to remove branches or roots and to treat cuts.

ARTICLE 20

Inspections and Tests

A. Contractor will permit and facilitate observation or inspection of the Work by Owner, Owner's representatives, and governmental authorities having jurisdiction, at all times when the Work is in preparation or progress.

B. The costs for inspections or tests not required by the specifications, but which Owner requests, will be borne by Owner, except where Contractor's Work fails any inspection, Contractor will pay the costs of that inspection. All inspection requests of Owner will be complied with.

C. All tests will be performed by a testing agency approved by Owner and will be in accordance with the current standards of the American Society for Testing and Materials, unless otherwise specified by Owner. Contractor will furnish Owner with two (2) copies of the test procedures used.

D. Acceptance by Owner of test data or inspections of any portion of the Work by Owner will not relieve Contractor of its obligation to perform the Work as required by the Contract.

E. Operating equipment and systems will be performance tested in the presence of OCR to demonstrate compliance with the specified requirements. Performance testing will be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by OCR. Contractor will schedule such testing with OCR at least one (1) week in advance of the planned date for testing. All costs of performance testing will be borne by Contractor.

F. Failure of Owner, during the progress of the Work, to discover or reject defective Work or Work not in accordance with the drawings and specifications will not be deemed an acceptance thereof or a waiver of Owner's right to proper execution of the Work. No partial or final payment or partial or entire use of the premises by Owner will be construed to be an acceptance of Work or materials which are not strictly in accordance with the Contract, or a waiver of Owner's rights.

G. If any Work is covered up without approval of Owner, it will be uncovered for examination, and, after examination, Contractor will perform all re-work required to correct defective work and restore it to the condition called for by the Contract. In such case, the cost of uncovering the Work and of all re- work involved will be borne by Contractor.

H. If Owner must perform re-inspections due to failure of the Work to comply with requirements of the Contract Documents during final inspection, Owner may deduct its costs and any consultant's fee for such additional services from the final payment due Contractor.

I. Contractor will furnish, without charge, samples of materials or products as requested by Owner, whether or not specifically called for in the Contract. Contractor will not incorporate any such material or product into the Work until after Owner has approved the samples submitted in writing. The samples will be submitted to give Owner ample time for review, selection or approval so as to not delay the Work.

ARTICLE 21

Additional or Deleted Work

A. Within twenty-four (24) hours after receipt of a Field Change Order and within five (5) days after receipt of an Owner RFP for changes in the Work not covered by agreed-upon "unit Prices," Contractor will submit to Owner a lump sum proposal, itemized by cost code, stating the amount to be added to or deducted from the Contract Sum and the effect, if any, on the schedule by reason of such changes. The amount for additional or deleted Work not covered by "unit prices" will be determined as follows:

1. For additional Work to be performed by Contractor's subcontractors, Contractor will add an amount equal to each subcontractor's direct costs for labor, materials, equipment rental, and transportation, plus ten percent (10%) thereof to cover all other charges for or in connection with such work. The costs for materials will include taxes, if any. The percentage fee includes, without limitation, layout, supervision (field and home office), small tools and related items, general expenses, overhead, and profit of Contractor and its subcontractors.

2. For additional Work to be performed by Contractor's own forces, Contractor will add an amount equal to Contractor's direct costs for labor, materials, equipment rental, and transportation, plus ten percent (10%) thereof to cover all other charges for or in connection with such work. The costs for materials will include taxes, if any. The percentage fee includes, without limitation, all charges for layout, supervision (field and home office), small tools and related items,

general expenses, overhead, and profit.

3. For work to be deleted, Contractor will deduct an amount equal to the direct cost savings for labor, material, equipment, transportation, and taxes deleted from the work, plus ten percent (10%), to cover all other savings from, or in connection with, such deleted work. The costs for materials will include taxes if any. The percentage fee includes only those charges for layout, supervision (field and home office), small tools and related items, general expenses, overhead, and profit attributable to the deleted work.

B. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits.

C. If Contractor's proposal, submitted in response to a Field Change Order or Owner RFP, is acceptable to Owner, OCR will issue a Contract Change Order consistent with Contractor's proposal.

D. If Owner and Contractor are unable to agree upon change order terms, or if in the opinion of Owner the Work must proceed before an agreement can be negotiated, Owner will issue a written order to Contractor to proceed with the changes, and the Contractor will comply. In such event, Contractor will keep daily records as to all labor employed concerning the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor will submit the records for approval by the OCR. If Contractor fails to keep such records, all Work will be deemed to have been performed at Contractor's own expense. Owner and Contractor will attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor will submit to Owner all evidence in support of Contractor's proposal. In the absence of an agreement to the contrary, the changed work will be priced in accordance with Paragraphs A & B of this Article 21.

E. When a schedule of unit prices for additions or deletions to the Work is made a part of the Contract, and in the event Owner issues a Field Change Order or Owner RFP for additional or deleted Work to which unit prices are applicable, no percentage fee or other mark-up will be applied to scheduled unit prices. Owner will have the right to establish verification procedures for all Work performed under unit price Contract provisions.

F. In the event of addition and deletion of like items in a Field Change Order or Owner RFP, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.

G. In no event will Contractor proceed with changes in the Work without a written order from Owner to so proceed. Owner will be under no obligation to pay for unauthorized extra, additional or changed Work performed by Contractor without a written Change Order or written order to proceed executed by Owner.

ARTICLE 22

Schedule

A. Contractor will submit, to Owner, a schedule of the Work (the "Schedule") within ten (10) days after execution of the Contract and will maintain the schedule on a current basis until the

Work is completed. Time limits set forth in the Contract for substantial completion, final completion, or any other project milestones, will govern, and the schedule must be adjusted to comply. Contractor will perform the Work in accordance with the schedule as well as within the dates specified in the Contract.

B. Periodically as required by Owner, Contractor will report to Owner on the status of the Work on duplicate marked copies of the current schedule. Contractor will indicate in the status report any Work that is not proceeding according to the current schedule or to modify the schedule. Any modifications to Contractor's schedule notwithstanding, Contractor will remain responsible to complete the Work within the times specified in the Contract.

C. If the Work is not proceeding according to the Schedule and Owner does not reasonably believe Contractor's proposed actions or schedule modifications are sufficient to accomplish completion of the Work within the Contract time, Contractor will be in default under the Contract. If Contractor fails to cure such default by submitting proposed actions or schedule modifications, reasonably acceptable to Owner, within ten (10) days of receiving written notice of the default, Owner may perform such Work as it deems necessary to bring the Work into compliance with the current schedule and to credit the cost thereof against payments due Contractor. Such action will not constitute Owner's waiver of any other claim or claims against Contractor resulting from Contractor's failure to perform on schedule or within the time limits set forth in the Contract.

ARTICLE 23

Delays and Extension of Time

A. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by any other firm employed by Owner or by changes ordered in the Work, strikes, lockouts, fires, floods, earthquakes, or acts of God, acts of war, or public enemy, inability to obtain materials due to government restrictions, acts of public officials, or by any cause which Owner decides justifies the delay, then the schedule for completion of the Work will be extended for a period equal to the delay so caused. No such delay will be recognized unless it alone increases the overall critical path duration of the schedule in effect at the time of the delay.

B. No schedule extension will be allowed for delay commencing more than five (5) days before claim therefore is made in writing to the Owner. In case of a continuing delay, only one claim is necessary.

C. No claim for delay will be allowed Contractor on account of Owner's failure to return drawings and shop drawings to Contractor until ten (10) working days after Owner's receipt of a demand for such drawings, and not then, unless such claim is reasonable. Disapproval of drawings by Owner will not be a claim for delay.

D. Extension of time of completion by Owner, if any, will be Contractor's sole remedy for delay, no matter how or by whom caused, and Contractor will not be entitled to any increase in the Contract Sum or to damages or additional compensation as a consequence of such delays; provided, however, Contractor will be entitled to compensation for delays caused by Owner's failure to obtain such permits as are Owner's responsibility in a timely manner.

E. Contractor will cause each subcontract or agreement with material suppliers to contain a provision limiting remedies of subcontractors and suppliers for delay to those allowed the Contractor under Paragraph D, above.

ARTICLE 24

Temporary Sign

Contractor may, at no cost to Owner, provide a suitable temporary sign acceptable to the Owner advertising the Work and indicating thereon the title of the project and name of Contractor. The sign will be no larger than four feet by four feet (4' x 4'). Layout, text, and location of such sign will be as approved by Owner. No other signs advertising the Work will be permitted.

ARTICLE 25

Temporary Structures and Services

A. Toilets. Contractor will provide suitable toilet facilities at approved locations with proper enclosures for the use of all workers, and will maintain such in a sanitary and operable condition, all in conformity with local regulations.

B. Temporary buildings. Contractor will provide such temporary buildings as may be required for the use of its workers and the safe storage of tools and materials. Such structures will be located on the job site with location as approved in advance by Owner.

C. Temporary Electric Power. Owner will provide, at Contractor's expense, for all temporary light and power required for the Work including, without limitation, all wiring, connections, and accessories, and all power consumed.

D. Temporary Water Supply. Contractor will make all necessary arrangements for and provisions of water including temporary piping and hose extensions required for construction purposes. Contractor will obtain and pay for temporary permits from proper authorities and pay for all water used.

E. Temporary Facilities. Contractor will install and operate an adequate number of temporary hoists and furnish and maintain temporary scaffolds, ladders, runways, and the like as required for the proper execution of the Work. As soon as the progress of the Work will permit, Contractor will erect the permanent stairs, platforms, ramps, catwalks, etc., properly equipped with handrails and other safeguards and will provide wood or paper coverings to protect these and all other permanent parts of the facility from damage or defacement during the Work.

F. Removal of Temporary Structures and Services. Contractor will remove temporary structures and services installed by Contractor upon completion of the Contract or as directed by Owner. Contractor will make any repairs or alterations necessitated by such removal at Contractor's expense.

G. Pestilence Control. Contractor will guard against and, if necessary, exterminate rodents, termites, vermin, and other pests. All personnel on the project site will be required to dispose of garbage and refuse in covered metal containers, which the Contractor will furnish and empty regularly.

H. Pollution Control. Contractor will comply with requirements of Owner and of governmental authorities having jurisdiction, regarding pollution control.

I. Contractor will not disrupt or interrupt electric, gas, water, steam, or other utilities or services to existing structures without prior notice to Owner and then only at a definite time and

for a definite duration as approved by Owner in writing.

J. If Work is to be performed upon or adjacent to an existing structure, the Work will be executed in such manner as will not interfere with the continued free and comfortable use of the structure, walks and grounds. Contractor will keep building exits clear of obstructions at all times.

K. Contractor will provide designated smoking areas, separate from areas where work is actively being performed, for its employees and subcontractors.

ARTICLE 26

Security of Equipment and Operable Machinery

Site-parked mobile equipment, operable machinery, and hazardous parts of the new construction subject to mischief will be kept locked or otherwise made inoperable whenever left unattended.

ARTICLE 27

Weather Protection and Heating

A. Contractor will provide and maintain weather protection and temporary heating to properly protect all Work from damage. Contractor will not use any installed or partially installed heating system for temporary heating purposes, unless specifically authorized in writing by Owner.

B. Contractor will use only flameproof tarpaulins.

ARTICLE 28

Cleaning

A. Contractor will at all time keep the premises free from accumulation of waste materials or rubbish caused by employees, subcontractors, or the Work. At the completion of the Work, Contractor will remove, from the site, all rubbish, tools, scaffolding and surplus materials unless otherwise directed. If, in the opinion of Owner, Contractor fails to keep the premises clean, Owner may remove waste materials, rubbish, and charge the expense of such removal to Contractor.

B. Contractor will neatly stack construction materials such as concrete forms and scaffolding when not in use. Contractor will promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from surfaces to prevent marring or other damage.

C. Volatile wastes will be properly stored in covered metal containers and removed daily.

D. Wastes will not be buried or burned on the site, or disposed of into storm drains, sanitary sewers, streams, or waterways. Contractor will remove and dispose of all wastes from the site in a manner complying with local ordinances and state and federal anti-pollution laws.

E. Contractor will periodically wet down debris, trucks, chutes, etc. as required minimizing flying dust.

ARTICLE 29

Progress Payments and Final Payments

A. Owner will make progress payments to Contractor on account of the construction portion of the Contract Sum as follows:

On or before the twentieth (20th) day of each month, Contractor will submit a statement indicating the value of labor and materials acceptably incorporated into the Project during that calendar month. Owner will pay the amount due under each statement within thirty (30) days after Owner has reviewed and approved the statement.

There will be a five percent (5%) retainage of all sums due. The retainage will be paid to Contractor with final payment.

B. Partial payments will not constitute acceptance by Owner of Contractor's Work nor be construed as a waiver of any right or claim by Owner in connection with the Work.

C. Contractor will submit invoices with a detailed cost breakdown.

D. Contractor will keep the Project, including, without limitation, any fixture or the land upon which the Project is erected free and clear of all liens, claims, security interests, and/or encumbrances in favor of any person and arising by reason of having provided labor, materials or equipment relating to the Work. Contractor will indemnify and hold Owner, the Project, and the real property harmless from and against any liens, notices, or claims that may be filed in connection with Contractor's performance under this Contract or with construction of the Work, including, without limitation, damages, costs, and/or attorney fees arising therefrom.

E. Applications for payment will include the value of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site or at some other location agreed upon in writing by the parties hereto. Contractor warrants that title to all equipment and materials will pass to Owner upon Owner's payment therefore or upon incorporation into the Work, whichever occurs first. Contractor will prepare and execute all documents necessary to effect and perfect such transfer of title. Title thereto will vest in Owner provided; however, the vesting of title will not impose any obligation on Owner or relieve Contractor of its obligations under the Contract.

F. Contractor will submit an updated schedule with each application for payment.

G. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Owner will promptly make such inspection. Owner will make final payment to Contractor approximately thirty (30) days after Owner's acceptance of the completed Work.

H. Before submitting application for final payment, Contractor will remove all equipment from the project and complete Contract closeout procedures.

I. By acceptance of the final payment, Contractor warrants that it has received payment in full for its performance of the Contract and waives all further claims against Owner in connection with the Work. Final payment by Owner will be conclusive proof of Owner's performance of the Contract.

ARTICLE 30

Owner's Right to Withhold Payment

A. Owner will have the right to withhold from payments due Contractor such sums as necessary, in Owner's sole opinion, to protect Owner against any loss and/or damage which may result from negligence and/or deficient Work by Contractor, failure by Contractor to perform its obligations, including, without limitation, failure to maintain satisfactory progress of the Work, and/or claims against Contractor or Owner relating to Contractor's performance or work. In

addition, Owner may withhold payments from Contractor for damages, caused by Contractor, for which no adjustment is made, or any subcontractors, and where reasonable evidence indicates a claim will be filed against Owner or the property.

B. If Contractor fails to take prompt and adequate action to bring the Work on schedule or to correct deficiencies in the Work, or to perform any other obligations, Owner will have the right to perform such Work or cure any default by Contractor as Owner deems necessary, and to credit the cost thereof against payments due Contractor.

ARTICLE 31

Premium Time

A. Owner reserves the right to accelerate the Schedule from time to time, without cause, upon written direction to Contractor to so accelerate. If the forces of contractor or any of its subcontractors are required to work overtime as a result of such acceleration, Owner will reimburse Contractor for the premium portion of overtime wages paid plus applicable federal and state payroll taxes and other actual payroll costs attributable to the overtime premium. Reimbursement for such acceleration will not include any overhead or profits of Contractor or its subcontractors on the premium portion of overtime wages.

B. Contractor will keep and maintain accurate records of all overtime hours to be reimbursed and will secure Owner's approval of such records on a daily basis. Reimbursement will be made based on such approved records by change order as provided herein.

C. This article will have no application to overtime work that Contractor is required to perform due to its own failure to meet the Contract schedule or, without limitation, due to any other fault of Contractor.

ARTICLE 32

Claims and Demands

A. If Contractor claims that any written instructions issued after the effective date of this Contract, by drawings or otherwise, involve extra costs under the Contract, Contractor will not be entitled to reimbursement for such extra costs unless Contractor will so notify Owner in writing before proceeding to execute the Work and within seven (7) days after receipt of such instructions.

B. Claims and demands for any other cause whatsoever, by Contractor against Owner, must be served in writing upon Owner within fourteen (14) days from the occurrence of the cause thereof, except as otherwise expressly provided, or Contractor will be deemed to have waived such claims or demands.

ARTICLE 33

Taxes

Contractor will comply with all Oregon tax laws and pay all federal, state, and local taxes, including, without limitation, excise taxes, sales and use taxes.

ARTICLE 34

Owner's Right to Use

A. Owner has the right to use, ahead of schedule, any substantially completed or partially

completed portion of the Work, notwithstanding the time of completion for all of the Work. If such use delays completion of the Work, Contractor will be entitled only to any extension of time. Claims for such extra compensation or extension of time, or notification to Contractor of Owner's intent to so use, will be made within five (5) days of the event giving rise to the claim for extra compensation or extension of time, or not later than five (5) days prior to Owner's intended date of use.

B. After Owner has commenced use of any substantially completed portion of the Project, Contractor will not disrupt the use thereof to make corrections in the Work but will, at Owner's discretion, make such corrections at Contractor's expense outside of Owner's normal hours of operation.

ARTICLE 35

Owner's Right to Terminate

A. If Contractor fails to commence the Work in accordance with the provisions of the Contract; fails to diligently prosecute the Work to completion in a timely, efficient, workmanlike, skillful and careful manner, and in strict accordance with the provisions of the Contract (including the scheduled completion date and any interim scheduled milestone dates); fails to deploy adequate qualified personnel or equipment to complete the Work on time; fails to perform any of its obligations under the Contract; or fails to make prompt payments to its subcontractors, materialmen, or laborers, Contractor must cure any such default within seven (7) days after written notice of the default or Owner will have the right to (i) terminate the Contract; (ii) take possession of all or any part of Contractor's materials, equipment, supplies, and other property of any kind used in the performance of the Work and to use such property including engaging the services of other parties therefore. No action taken by Owner hereunder will be deemed a waiver of any other right or remedy. If the cost to Owner of performing the balance of the Work is more than the balance of the Contract Sum that has not been paid to Contractor, Contractor will be liable, and will reimburse Owner, for such excess.

B. If Contractor fails to prosecute the Work properly; or fails to perform any provision of the contract; or does, or omits, anything whereby safety or proper construction may be compromised or whereby damage or injury may result to persons or property, after three (3) days' written notice to Contractor, Owner will have the right to make good all omissions or deficiencies and may deduct the cost therefore from the Contract Sum. No action taken by Owner hereunder will affect any other rights or remedies of Owner or relieve Contractor from any consequences or liabilities arising from such acts or omissions.

C. Owner may stop or suspend the work, in whole or in part, or terminate the Contract for public interest and without cause by giving seven (7) days' prior written notice of suspension or termination to Contractor. In such event, the Contract Sum will be adjusted with respect to the Work completed at the time of termination. Owner will pay Contractor for Work completed according to payment provisions of the Contract and Owner will reimburse Contractor for all costs necessarily incurred in organizing and carrying out the stoppage of the Work and paid directly by Contractor. Owner will not reimburse Contractor for any continuing contractual commitments to subcontractors, materialmen, or others, or for penalties or damages for canceling such contractual commitments inasmuch as Contractor will make all subcontracts and other commitments subject to this provision.

D. Contractor and Owner recognize that if Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of the Contract. Accordingly, Contractor and Owner agree that upon the occurrence of any such event, Owner may request of Contractor, or its successor in interest, assurance of future performance in accordance with the Contract. Upon failure to comply with such request within ten (10) days of the request, Owner may terminate the Contract.

E. If Owner stops or suspends the Work, or terminates the Contract, and an arbitrator or a court determines that Owner's termination was wrongful, such termination will be deemed converted to a termination without cause, set forth above, and Contractor's remedy is limited to the recovery of the payments permitted for such termination for public interest and without cause as set forth in subparagraph C, above.

F. Termination by Owner will not constitute any waiver of rights, claims, and/or causes of action Owner may have against Contractor. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Contract, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Contract, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

ARTICLE 36

Dispute Resolution

If any claim, dispute, or controversy arising out of or related to this Contract occurs (a "Dispute"), County and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Contract.

ARTICLE 37

Attorney Fees

With respect to any dispute relating to this Contract, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Contract, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

ARTICLE 38

Assignment

A. Contractor will not assign its rights or obligations under, or arising from, the whole or any

part of the Contract or any subcontract without Owner's prior written consent. Contractor will not assign any amounts due or to become due under the Contract without prior written notice to Owner.

B. Contractor hereby assigns, to Owner (and its assigns), all interest in subcontracts and purchase orders, now existing or hereinafter entered into by Contractor, for performance of any part of the Work. Assignment will be effective upon acceptance by Owner, in writing and only as to those subcontracts and purchase orders that Owner so designates. Owner may accept assignment at any time during the course of construction prior to final completion. All of Contractor's subcontracts and purchase orders will provide that they are freely assignable by Contractor to Owner (and its assigns). It is agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract and may not be withdrawn prior to final completion.

ARTICLE 39

Guarantees and Warranties

A. In addition to any specific guarantees and warranties required by the Contract, Contractor guarantees to perform the Work in a first class, workmanlike manner and guarantees all Work against defects in material or workmanship for a period of one (1) year from the date of acceptance of the Work or final payment by the Owner, whichever is later. Acceptance will mean final acceptance of the entire Work, early partial occupancy notwithstanding. However, Contractor will be liable to the Owner for all damages sustained by Owner due to the failure of any foundation within two (2) years of final payment under the Contract.

B. All guarantees or warranties of equipment or materials furnished to Contractor or subcontractors by any manufacturer or supplier will be deemed to run to the benefit of Owner. If any manufacturer or supplier of any equipment or material furnishes a guarantee or warranty for a period in excess of one (1) year from the date of acceptance, Contractor's guarantee, as provided in Paragraph A of this Article shall be deemed to extend for a like period as to such equipment or material.

C. Contractor will fulfill any warranties of manufacturers for material or equipment installed.

D. Within a reasonable time after receipt of written notice thereof, Contractor will correct defects in material or workmanship which exist prior to or during the period of any guarantee provided herein and any damage to other Work or property caused by such defects or the repairing of such defects, at Contractor's own expense and without cost to Owner, and without interruption to Owner's use.

E. The guarantees and warranties will not be construed to modify or limit any rights or actions, which Owner may otherwise have against Contractor by law or statute, or in equity.

ARTICLE 40

Public Contract

Contractor will comply with all applicable public contracting provisions required by Oregon law,

including, without limitation, the provisions contained in OAR 137-049-0200(1)(c). Without otherwise limiting the generality of the immediately preceding sentence, Contract will comply with the following:

A. Contractor will make payment promptly, as due, to all persons supplying to the Contractor labor or materials for the performance of the work provided for in this Contract.

B. Contractor will pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any Subcontractor incurred in the performance of the Contract.

C. Contractor will not permit any lien or claim to be filed or prosecuted against the state, or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or materials furnished for the Work.

D. Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

E. Contractor must demonstrate that an employee drug testing program is in place.

F. To the extent lawn and landscape maintenance is part of the Work; Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. If the Contract calls for demolition work (as described in ORS 279C.510(1)), Contractor will salvage or recycle construction and demolition debris, if feasible and cost-effective;

G. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or any Subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.

H. If Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with this Contract within thirty (30) days after receipt of payment from the Owner or a contractor, the Contractor or Subcontractor will owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent (9%) per annum. The amount of interest may not be waived.

I. If Contractor or any Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

J. A person may not be employed by the Contractor or any Subcontractor for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:

1. For all overtime in excess of eight hours in any one day or forty (40) hours in any

one week when the work week is five consecutive days, Monday through Friday; or

2. For all overtime in excess of ten (10) hours in any one day or forty (40) hours in one week when the work week is four consecutive days, Monday through Friday; and

3. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

K. Contractor will give notice in writing to employees either at the time of hire or before commencement of work on the agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Contractor will include an identical provision in its subcontracts and require all Subcontractors, of any tier, to include an identical provision in all subcontracts.

L. In the case of agreement for personal services as defined in ORS 279C.100, the employee will be paid at least time and half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services agreements who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

M. Agreements for services must contain a provision that requires that persons employed under the agreement will receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

N. Contractor will promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services.

O. Contractor and all Subcontractors are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

P. Contractor and all Subcontractors will comply with the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of this Contract either by the Contractor or Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Contract, as specified in the specifications for the Work.

Q. Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

R. Contractor represents and agrees that the specifications contain a sufficient provision stating that a fee is required to be paid by the Owner to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The fee will be paid to the Commissioner under the administrative rule of the Commissioner.

S. Contractor represents and agrees that the specifications contain a sufficient provision

stating that Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

1. Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

2. Contractor will require each Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

3. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on Public Works Bonds.

T. The hourly rate of wage to be paid by the Contractor or every Subcontractor subject to prevailing wage rates to workers, will be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.

U. Contractor and every Subcontractor subject to prevailing wage rates to workers will keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the project.

V. To the extent Contractor or any Subcontractor subject to prevailing wage rates will also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the project, the Contractor or Subcontractor, as applicable, shall post notice describing such plans in a conspicuous and accessible place in or about the project. The notice preferably will be posted in the same place as the notice required under Paragraph U, above. In addition to the description of the plans, the notice shall contain information on how and where to make claims and where to obtain further information.

W. Contractor or the Contractor's surety, and every Subcontractor or Subcontractor's surety, will file certified statements with the Owner in writing on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon such public work, and that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement will be verified by the oath of the Contractor or the Contractor's surety, or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge. The certified statements will set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Each certified statement required shall be delivered or mailed by the Contractor or Subcontractor to the Owner. Certified statements shall be submitted for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month by the fifth business day of the following month. If a contractor fails to file the required certified statements, the public agency shall retain twenty-five percent (25%) of any amount earned by the contractor until the contractor has filed with the public agency certified statements as required by this Paragraph W. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

X. Contractor or Subcontractor will preserve the certified statements for a period of three years from the date of completion of the Contract.

Y. Contractor represents and agrees that the Owner has fully and timely included a provision that the Contractor and any Subcontractor will comply with ORS 279C.840 in the advertisement for Proposals, the request for Proposals, the contract specifications, the accepted Proposal or elsewhere in the contract documents and that the Owner has no liability for unpaid minimum wages.

Z. Owner shall make progress payments under the Contract monthly as work progresses. Payment shall be based upon estimates of work completed that are approved by the Owner. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein. In instances when an invoice is filled out incorrectly or when there is any defect or impropriety in any submitted invoice when there is a good faith dispute, the Owner shall so notify the Contractor within fifteen (15) days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this Paragraph Z.

AA. If requested in writing by a first-tier Subcontractor, Contractor, within ten (10) calendar days after receiving the request, will send to the first-tier Subcontractor a copy of that portion of any invoice, request for payment submitted to the Owner or pay document provided by the Owner, to the Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

BB. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.

CC. Owner may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As work progresses, Owner may, in Owner's sole discretion, reduce the amount of the retainage and the Owner may in its sole discretion eliminate retainage on any remaining monthly contract payments after fifty percent (50%) of the work under the contract is completed if, in the Owner's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage will be allowed only upon written application by the Contractor, which application will include written approval of Contractor's surety; except that when the Contract work is ninety-seven and one-half percent (97½ %) completed Owner may, at its discretion, and without application by Contractor, reduce the retained amount to one-hundred percent (100%) of the value of the Contract Work remaining to be done. Upon receipt of a written application by Contractor, Owner will respond in writing within a reasonable time.

DD. The retainage held by Owner will be included in and paid to Contractor as part of the final payment of the Contract Price. Contractor's construction manager will notify Owner in writing when Contractor considers the work complete and Owner will, within fifteen (15) days after receiving the notice, either accept the work or notify Contractor of work yet to be performed on the Contract.

EE. Contractor will not request payment from the Owner of any amount withheld or retained in accordance herewith until such time as Contractor has determined and certified to Owner that the Subcontractor is entitled to the payment of such amount. A dispute between Contractor and a first-tier Subcontractor relating to the amount or entitlement of a first-tier Subcontractor to a

payment or a late payment interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which Owner is a party. Owner will not be included as a party in any administrative or judicial proceeding involving such a dispute. Contractor will include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to Contractor by Owner under such contract; and,

2. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph (1) of this Paragraph EE. Contractor or first-tier Subcontractor will not be obligated to pay an interest penalty if the only reason that Contractor or first-tier Subcontractor did not make payment when payment was due is that Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty will be:

a. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and,

b. Computed at the rate specified in ORS 279C.515(2).

FF. Contractor will include in each of its subcontracts, for the purpose of performance of such contraction condition, a provision requiring the first-tier Subcontractor to include payment clause and an interest penalty clause conforming to the standards of Paragraph EE, above, in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. Contractor will comply and require all Subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations and statutes, including but not limited to those in ORS Chapter 279C. To the extent that ORS Chapter 279C, or any other law, code, ordinance or regulations, requires any term or condition to be included in this Contract, such term or condition are hereby incorporated by this reference. Nothing contained herein will be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation and whenever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule, and/or regulation the provision of this Contract which is affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance, or regulation.

GG. By signing this Contract, Contractor certifies that all Subcontractors performing construction work will be registered by the Construction Contractors Board or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.

END OF GENERAL CONDITIONS

Exhibit A

RFP PROPOSAL - REVISED 12/6/2022



Crestline Construction Company, LLC

3600 Crates Way, Suite 100

The Dalles, OR 97058

Contact: Yani Vaivoda

Phone: 541-506-4000

Fax: 541-506-4001

Submitted to:
Company Name
Address

Phone
Fax
Email

Stephanie Krell
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058
541-506-2550
541-506-2551

Job Name: Wasco County RFP for Fair and Hunt Park De
Plan Sheets: None

Date of Plans: N/A
Addenda: #1
Soils Report: None

Scope of Work is Detailed Below

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ELECTRICAL				
1100	ELECTRICAL SYSTEM IMPROVEMENTS	1.00	LS	1,012,000.00	1,012,000.00
1200	ELECTRICAL TRENCHING & BACKFILL	2,600.00	LF	33.00	85,800.00
	SUBTOTAL ELECTRICAL				1,097,800.00
2000	WATER	1.00	LS		
	NEW WATER SERVICE LOOP				
2101	6" WATERLINE	3,500.00	LF	85.00	297,500.00
2102	2" WATERLINE	250.00	LF	44.00	11,000.00
2103	NEW SERVICE TO EXISTING BLDG	21.00	EA	2,100.00	44,100.00
2104	NEW SERVICE TO EXISTING CAMP SITE	13.00	EA	2,100.00	27,300.00
2105	FIBER CONDUIT INSTALLATION	3,000.00	LF	7.50	22,500.00
2110	ENGINEERING SERVICES	1.00	LS	23,000.00	23,000.00
	NEW CAMP SITE WATER IMPROVEMENTS				
2201	6" WATERLINE	55.00	LF	111.00	6,105.00
2202	2" WATERLINE	150.00	LF	59.00	8,850.00
2204	NEW SERVICE TO NEW CAMP SITE	3.00	EA	2,300.00	6,900.00
2205	RELOCATE BLOW OFF	1.00	EA	2,000.00	2,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2206	4" IRRIGATION LINE	55.00	LF	96.00	5,280.00
2207	RELOCATE IRRIGATION BLOWOFF	1.00	EA	2,000.00	2,000.00
2209	TIE TO EXISTING	2.00	EA	4,300.00	8,600.00
2210	ENGINEERING SERVICES	1.00	LS	37,375.00	37,375.00
	SUBTOTAL WATER				502,510.00
3000	SEPTIC	1.00	LS		
	NEW SERVICE - CARTAKERS BLDG				
3101	1.25" PRESSURE SS	400.00	LF	35.00	14,000.00
3102	SSCO	1.00	EA	880.00	880.00
3103	E-ONE PUMP STATION	1.00	EA	17,300.00	17,300.00
3104	TIE TO EXISTING	2.00	EA	2,200.00	4,400.00
3105	ENGINEERING SERVICES	1.00	LS	5,750.00	5,750.00
	NEW CAMP SITE SEWER IMPROVEMENTS				
3201	6" SAN SEWER	300.00	LF	115.00	34,500.00
3202	3000 GAL SEPTIC TANK	1.00	EA	30,000.00	30,000.00
3204	INTERTIE VALVE VAULT	1.00	EA	25,000.00	25,000.00
3205	2" PRESSURE SEWER	500.00	LF	43.00	21,500.00
3206	SEPTIC DRAINFIELD	1.00	LS	108,000.00	108,000.00
3207	NEW SERVICE TO NEW CAMP SITE	3.00	EA	3,300.00	9,900.00
3208	SSFM CO	2.00	EA	850.00	1,700.00
3210	ENGINEERING SERVICES	1.00	LS	28,750.00	28,750.00
3211	EXSING SEPTIC FLOW STUDY	1.00	LS	5,750.00	5,750.00
3215	SYSTEM TESTING AND COMMISSIONING	1.00	LS	5,250.00	5,250.00
	SUBTOTAL SEPTIC				312,680.00
4000	AC AND INSULATION	1.00	LS		
	STRIP DOOR INSTALLATION				
	HVAC				
	SUBTOTAL AC AND INSULATION				
5000	OTHER IMPROVEMENTS	1.00	LS		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
5101	MOBILIZATION	1.00	LS	95,000.00	95,000.00
5102	EROSION CONTROL	1.00	LS	13,000.00	13,000.00
5103	POLLUTION CONTROL PLAN	1.00	LS	675.00	675.00
5106	POTHOLING	25.00	EA	405.00	10,125.00
5107	SURFACE RESTORATION	1.00	LS	28,000.00	28,000.00
	NEW CAMP SITE IMPROVEMENTS				
5203	GRADING & AGG BASE SURFACING	500.00	SY	41.00	20,500.00
	SUBTOTAL OTHER				167,300.00

GRAND TOTAL

2,080,290.00

NOTES:

SCOPE OF WORK

Electrical:

1. Permit Fee
2. West campground
 - a. Modify existing 400-amp service to 800-amp service
 - b. Demo overhead Ariel cables
 - c. Install multiple underground feeders to RV pedestals
 - d. Demo (17) Existing RV pedestals
 - e. Install double 50-amp 30-amp and 20-amp RV pedestals
3. Old campground
 - a. Modify existing 400-amp service to 800-amp service
 - b. Demo overhead aerial cable
 - c. Install multiple underground feeders to RV pedestals
 - d. Demo (14) existing RV pedestals
 - e. Install double 50-amp 30-amp and 20-amp RV pedestals
4. Midway/ Vendor area
 - a. Install one new 600-amp service
 - b. Install multiple underground feeders
 - c. Install (12) double 50-amp, 30-amp and 20-amp RV pedestals
5. Backside of Grandstands Vendor area
 - a. Install on new 400-amp service
 - b. Install multiple underground feeders to RV pedestals
 - c. install (10) double 50-amp, 30-amp and 20-amp RV pedestals
6. Roadway- Replace (3) low pole lights w/ LED
7. Old Campground- Replace (5) low pole lights w/ LED
8. New Bathroom-Replace (4) wall lights w/ LED
9. West Campground- Replace (5) low pole light w/ LED
10. Arena- Replace (43) high output lights w/ high output LED
11. Midway high pole- Replace (8) high pole light w/ LED
12. Building #1
 - a. Demo existing exterior light fixtures
 - b. Install (4) led wall lights
13. Building #2
 - a. Demo existing exterior light fixtures

- b. Install (4) exterior led wall lights
- c. Replace (1) exterior low pole light w/ LED
- 14. Building #4
 - a. Replace (1) low pole light w/ LED
 - b. Replace (1) exterior wall light w/ LED
- 15. Building #5
 - a. Replace (1) low pole light w/ LED
- 16. Building #6 no work
- 17. Building #7 no work
- 18. Building #8- no work
- 19. Building #9- no work
- 20. Building #10- no work
- 21. Building #11
 - a. Replace (1) wall light w/ LED
 - b. Replace (1) low pole light w/ LED
- 22. Building #12
 - a. Replace (1) exterior wall light w/ LED
- 23. Building #13
 - a. Replace (2) exterior wall light w/ LED
 - b. Replace (1) low pole light w/ LED
- 24. East Roadway parking light-Replace (5) high pole lights w/ LED
- 25. Keeper- Replace (1) low pole light w/ LED
- 26. Dew Drop- Replace (1) low pole light w/ LED
- 27. Outdoor kitchen
 - a. Replace (1) low pole light w/ LED
- 28. East Bathroom
 - a. Replace (1) pole light w/ LED
 - b. Replace (3) exterior wall lights w/ LED
- 29. Main entrance- Replace (2) goose neck lights w/ LED
- 30. Install (1) replace meter-main service next to building #13. Refeed the caretakers service disconnect and demo overhead lines

Notes:

Energy trust incentive TBD

Water:

Design and install water loop and services. Design and install expansion of water system to 3 EA new camp spots.

Sewer:

Design and install new E-One pump station to caretaker's residence and connect to existing sanitary sewer lift station. Install new camp site sewer and septic improvements utilizing the existing pump station.

****Recognize that the proposed connection of the caretakers house to the existing septic system poses some risk of not being approved by the DEQ due to perceived capacity issues. Our intent is to use the historic occupancy rates of the RV park to establish an argument that the original drainfield does have capacity since the RV park is not occupied 100% of the time. The DEQ may or may not concur with this assessment. If not then a fall back position would be to 'disconnect' 3 RV spaces from the septic system and offset the capacity gained with the additional load from the caretakers house. Another option would be to look at creating a drainfield for the house only, however we are guessing that a high ground water table and lack of available open space may prohibit such construction.****

AC & Insulation:

None

****THIS PRICING IS BASED ON CONCEPTUAL AND PRELIMINARY DESIGN INFORMATION.****

Actual pricing will be developed utilizing construction drawings and specifications.



AGENDA ITEM

Budget Adjustment & Finance Report

[BUDGET ADJUSTMENT STAFF MEMO](#)

[RESOLUTION 23-001 INCREASING EXPENDITURES AND REVENUE
APPROPRIATIONS WITHIN A FUND](#)

[MOTION LANGUAGE](#)

[DIRECTORS REPORT](#)

[FINANCIALS](#)

[RECONCILIATIONS](#)



1/5/2023

To: Board of County Commissioners
Wasco County Fair Board

From: Mike Middleton – Finance Director

Re: Fair Budget Change

The Fair is over budget and a budget change is needed to be in compliance with Oregon Local Budget Law. This has been communicated in prior financial information provided to both the County Commissioners & Fair Board.

The primary reason is overspending against the budget for the Fair. There will be an additional minor increase due to the new salary matrix. The positive is the Fair has generated revenue in several areas greater than was budgeted for and can be used to offset a large portion of the necessary budget change.

The recommended change is an additional \$67,500 increase to the expense appropriation and be offset by unplanned (new) revenues of \$43,667 and a reduction of Contingency funds of \$23,833.

While the total budget change is \$67,500, due to \$43,667 being due to unbudgeted additional revenue leave the \$23,833 move from Contingency as less than 10% of the originally Adopted appropriation. (Total fund appropriation is \$470,839 making the 10% threshold \$47,084.)

The proposed budget change resolution is attached. The proposed change is summarized below:

Fund/Department	Amount	Increase/Decrease
Fair Fund/Revenue	\$43,667	Increase
Fair Fund/Personnel	\$13,500	Increase
Fair Fund/Materials & Services	\$54,000	Increase
Fair Fund/Contingency	\$23,833	Decrease

Recommend Motion:

I move to approve resolution #23-xxx to increase Fair Fund revenues \$43,667 and decrease Contingency \$23,833 to allow an increase of expense of \$67,500.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF INCREASING EXPENDITURES AND REVENUE APPROPRIATIONS WITHIN A FUND

RESOLUTION #23-001

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

IT APPEARING TO THE BOARD: That expenditures in the Fair Fund will exceed the adopted budget before the fiscal year end; and

IT FURTHER APPEARING TO THE BOARD: That the increased expenditures are due to exceeding the planned fair event costs in the adopted budget; and

IT FURTHER APPEARING TO THE BOARD: That the Fair Fund had significant additional revenues above budgeted expectations to cover a large portion of the appropriations shortfall; and

IT FURTHER APPEARING TO THE BOARD: That the Fair Fund has enough available in the fund Contingency to cover the remainder of the budget overage; and

IT FURTHER APPEARING TO THE BOARD: That the Fair Fund will need \$43,667 increase to the appropriations and utilize \$23,833 of Contingency funds to not exceed the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$43,667 in Fair Fund revenue appropriation be increased and \$23,833 in Contingency be utilized to match an increase expense (personnel, materials and services – fair) in the budget.:

Fund	Classification	Increase/Decrease	
2030	Fair Fund Revenue	\$43,667	Increase
2030	Fair Fund Contingency	\$23,833	Decrease
2030	Fair Fund Expense	\$67,500	Increase

DATED this 18th day of January, 2023.

APPROVED AS TO FORM:

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Phil Brady, County Commissioner



MOTION

SUBJECT: Budget Resolution

I move to approve Resolution 23-001 increasing expenditures and revenue appropriations within a fund.

Wasco County Financial Report

For the Fiscal period ending December 31st, 2022

Financial statements are presented for the 6th month of fiscal year 2023 (FY23). These are the unaudited statements and are intended for managerial use.

The prior statements submitted to the BOCC had been made by a manual process. Now, data cubes can be accessed directly and allow for a more flexible reporting structure. For guidance, the straight-line assumption for execution is 50.0%. Not all revenues and expenses are straight-line but it is a good starting point for analysis.

General Fund

Non-Departmental revenues for the fiscal year are at 194.3% of the budget expectation. The primary reason is the beginning fund balance is at 102.4%. Investment Earnings are doing well at 201.6% of the budgeted projections due to increasing interest rates.

Property taxes are \$11,622,401 or 101.9% execution. This is up from FY22 by \$1,585,135 or 15.8%. Based on prior years, another \$1M by the end of the fiscal year is not unexpected.

Miscellaneous revenue is executing at 45.6%, slightly under the budgetary expectation. This is where reimbursement comes in and the Administrative & IT revenues from other funds for the General Fund.

General Revenue Allocation show as a positive number which means it is treated as a decrease to revenue. This is part of the allocation of general revenues out to departments in the general fund. Allocations through December have not been completed yet (November & December).

Transfers out have been recorded. These are the monthly allotment to Capital, Reserve and 911 funds, the full amount to the Fair & Museum. Transfers in at this time consist of the share of the abatement funds for the County General Fund (\$275,000).

Assessment & Taxation revenues are executing at 29.3% - little under the straight-line assumption but when the allocation is completed it will be in line.

Total expenses executed to 38.9% with Personnel executing to 47.60% so well within the straight-line assumption.

County Clerk revenues are executing at 51.7%. This is driven by the grant revenue is a spike at 77.0% for \$63,118. (The full amount was \$82,000 but \$18,882 was recognized in the prior FY.) Charges for Services is up due to receiving \$19,120 for Special District Election reimbursement.

Total expense execution is only 25.2% with Personnel executing to 48.5%.

Sheriff's Office revenues are executing at 37.8% just behind the straight-line assumption. Charges for Services are over the budget expectation already with an execution of 120.9% due to amounts contributed to Emergency Management. The Miscellaneous Revenues are executing at 78.6% due to a \$2,400 unplanned receipt for a radio site rental included here. The general revenue allocations for November & December have not been processed yet.

Total expense execution is 33.4% with Personnel executing to 49.8%.

Administrative Services revenues are executing at 52.5%. The percentage of execution is due to the General Revenue Allocations at 51.3%. The total allocation at this point is \$2,621,654 and is primarily the Departmental

beginning fund balances for EAS, Facilities & IT. The allocation for November & December has not been included yet.

Total expense execution is only 31.5% with Personnel executing to 48.1%.

Administration revenues are executing at 11.6%. This appears low due to how the general revenue allocations are coming in. The allocation for November & December has not been included yet.

Total expense execution is 47.9% with Personnel executing to 57.6%.

District Attorney revenues are executing at 24.8%. The allocation for November & December has not been included yet.

Expenses executed at 40.7% overall with Personnel at 48.5%

Planning revenues are executing at 41.9%. The allocation for November & December has not been included yet.

Expenses executed at 30.9% with Personnel executing at 46.6%

Public Works revenues are executing at 131.2%. This is due to Grant revenues being recorded here (\$50,700). Finance is review to ensure this is accurate.

Expenses executed at 19.3%. Personnel executed at 55.0%.

Prevention Division – Youth Services & Youth Think revenues are executing at 48.2%. The allocation for November & December has not been included yet.

Expenses are executing at 31.9% with Personnel executing at 55.4%.

Building Codes Funds – General & Electrical

Department revenues executed at 25.9% (General) and 39.8% (Electrical).

Personnel for the funds executed at 43.5% and 49.0% (General and Electrical). Materials & Services for General executed at 12.4%. Materials & Services for Electrical executed at 34.1%. No capital expenses occurred in either fund.

The YTD fund balance for General BC is \$3,381,729 which is a decrease of \$72,157 in fund balance. The YTD fund balance for Electrical BC is \$602,160 which is a decrease of \$71,902.

Public Works Fund & Public Works Reserve Fund

Departmental revenues for Public Works executed at 38.3%.

Expenditures for Public Works executed at 59.2%. This is due to the cycle of purchases for road supplies and chemicals and is expected as Materials & Services are executing at 73.5%. Personnel is executing at 49.6%

The Public Works Reserve (Road fund) only has interest as revenue and no expenses to date. The interest is executing at 194.5% of budget.

911 & 911 Equipment Funds

Departmental Revenues for 911 have executed at 34.8%. This is due to the charges (share) for partners paying up to date but the cellphone tax comes in quarterly. The County is right on schedule with the funds transferred in.

Expenditures executed at 48.2% with Personnel at 50.6% execution.

The Reserve fund is growing by interest and the monthly transfer in of \$2,500 from 911 to plan for future equipment needs.

Community Corrections

Department revenues executed at 54.3% and expenses executed at 28.7%.

Fair & Park

Revenue for the Fair is executing at 145.0%. This is due to 2 separate and distinct factors. First, the Fair has happened. But the percentage is skewed due to the revenue from the long-term rentals and event held. Regular (non-fair time) camping revenues are \$27,637 actuals with a budget of \$16,000. Expect this category to exceed the budget further.

Fair expense has executed at 113.1% with Personnel executing at 74.8%. Several factors were involved here and it comes down to utilizing staff time during the Fair and a lack of attention to the budget for the Fair. A significant budget change will need to be done and is to be proposed at the 1/18/2023 BOCC meeting.

The Park fund revenues executed at 16.1% - it would have been higher, but a grant was not started generating revenue yet. This put the revenues \$300K below the budgeted expectation. Expenditures executed at 9.5% overall, specifically due to the \$430,000 budgeted for the Capital grant project that has no spending yet.

Reserve & Capital Funds

The Capital Acquisition fund really only received income from investments and transfers in. The expense only has the purchase of property of \$1,503,265.

The Facility Capital Reserve has revenue of \$1,000,000 which is the Fairgrounds Infrastructure grant. This will be ran out of this capital fund instead of skewing the Fair budget. Additionally, the payments from the MCCFL for the building loan are recorded here.

The General Operating Reserve fund ran the ARPA funds through here. This is only executing at 2.1% at this point.

Appropriation vs Budget for all funds

The expense budget execution for all funds are within the legal level of control (Fund-Dept) except one. While line items may be over or under, the execution does not exceed the legal level of control for any area of the organization in the FY23 fiscal year to date. However, as mentioned above, the Fair Fund is above the legal level of appropriation. A budget change will be brought to the 1/18/2023 BOCC meeting.

A review of the appropriations shows only four areas that have exceeded the budgeted straight-line assumption at the legal level of control. In the General Fund Transfers Out are at 50.9% which is manageable. Public Works is executing at 59.2% which is due to cyclic nature and the purchase of supplies. The Fair Fund as stated above is outside the legal level of appropriation and is executing at 113.1%. Special Economic Development transfer out is executing at 100% which is planned.

Reconciliations for November have been completed and attached.

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

General Fund-All Dept

Fund	1010 - GENERAL FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2023		2022					
						FY23- FY22		FY23 Budget - FY23 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(11,128,865)	(21,621,140)	(10,373,205)	(19,726,983)	(1,894,157)	9.6%	10,492,275	194.3%	
400 - BEGINNING FUND BALANCE	(14,522,943)	(14,876,744)	(11,082,263)	(12,836,815)	(2,039,929)	15.9%	353,801	102.4%	
410 - PROPERTY TAXES	(11,401,691)	(11,622,401)	(10,924,920)	(10,037,266)	(1,585,135)	15.8%	220,710	101.9%	
411 - LICENSES-FEES & PERMITS	(1,978,733)	(792,279)	(1,772,764)	(860,576)	68,297	-7.9%	(1,186,454)	40.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(965,092)	(432,303)	(939,481)	(469,376)	37,073	-7.9%	(532,789)	44.8%	
413 - INTERGOV REV-SINGLE AUDIT	(3,200)	-	(3,200)	-	-	0.0%	(3,200)	0.0%	
416 - FINES & RESTITUTION	-	-	-	-	-	0.0%	-	0.0%	
417 - INVESTMENT EARNINGS	(69,000)	(139,126)	(46,010)	(34,394)	(104,733)	304.5%	70,126	201.6%	
418 - RENTS	(12,114)	(4,400)	(12,017)	-	(4,400)	0.0%	(7,714)	36.3%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(277,599)	(126,551)	(264,293)	(150,750)	24,199	-16.1%	(151,048)	45.6%	
480 - GENERAL REVENUE ALLOCATIONS	18,101,507	6,372,664	14,671,743	4,662,193	1,710,471	36.7%	11,728,843	35.2%	
12 - ASSESSMENT & TAXATION					-	0.0%	-	0.0%	
Revenue	(1,059,958)	(311,012)	(922,736)	(124,075)	(186,937)	150.7%	(748,946)	29.3%	
411 - LICENSES-FEES & PERMITS	(27,900)	(10,131)	(27,900)	(8,750)	(1,381)	15.8%	(17,769)	36.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
415 - INTERNAL SERVICES	(5,000)	(3,985)	(5,000)	(1,999)	(1,986)	99.4%	(1,015)	79.7%	
420 - SALE OF FIXED ASSETS	-	(8,606)	-	(4,586)	(4,020)	87.7%	8,606	0.0%	
421 - MISCELLANEOUS	(1,650)	(97)	(1,650)	-	(97)	0.0%	(1,554)	5.8%	
480 - GENERAL REVENUE ALLOCATIONS	(1,025,408)	(288,193)	(888,186)	(108,740)	(179,454)	165.0%	(737,215)	28.1%	
Expense	1,059,958	412,661	922,736	338,923	73,738	21.8%	647,297	38.9%	
510 - PERSONNEL	781,738	371,871	748,386	300,837	71,034	23.6%	409,867	47.6%	
520 - MATERIALS & SERVICES	278,220	40,790	174,350	38,086	2,704	7.1%	237,430	14.7%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
15 - COUNTY CLERK					-	0.0%	-	0.0%	
Revenue	(872,718)	(450,860)	(551,278)	(327,322)	(123,537)	37.7%	(421,859)	51.7%	
411 - LICENSES-FEES & PERMITS	(177,835)	(61,882)	(173,125)	(116,264)	54,382	-46.8%	(115,953)	34.8%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(82,000)	(63,118)	-	-	(63,118)	0.0%	(18,882)	77.0%	
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
414 - CHARGES FOR SERVICE	(53,330)	(19,958)	(105)	(3,686)	(16,272)	441.5%	(33,372)	37.4%	
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%	
480 - GENERAL REVENUE ALLOCATIONS	(559,553)	(305,903)	(378,048)	(207,373)	(98,530)	47.5%	(253,650)	54.7%	

FY23 Wasco County - 2022-12 December

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General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
Expense	872,718	220,129	551,278	153,971	66,158	43.0%	652,589	25.2%	
510 - PERSONNEL	321,345	155,949	295,207	141,371	14,578	10.3%	165,396	48.5%	
520 - MATERIALS & SERVICES	469,373	64,180	256,071	12,599	51,580	409.4%	405,193	13.7%	
530 - CAPITAL OUTLAY	82,000	-	-	-	-	0.0%	82,000	0.0%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(4,809,127)	(1,817,476)	(3,544,441)	(1,191,137)	(626,339)	52.6%	(2,991,651)	37.8%	
411 - LICENSES-FEES & PERMITS	(57,000)	(36,958)	(55,000)	(32,705)	(4,253)	13.0%	(20,042)	64.8%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(195,210)	(70,752)	(175,210)	(110,688)	39,935	-36.1%	(124,458)	36.2%	
413 - INTERGOV REV-SINGLE AUDIT	(61,750)	(6,832)	(56,500)	(22,560)	15,728	-69.7%	(54,918)	11.1%	
414 - CHARGES FOR SERVICE	(14,500)	(17,533)	(14,000)	(15,474)	(2,060)	13.3%	3,033	120.9%	
416 - FINES & RESTITUTION	(35,000)	(13,557)	(35,000)	(18,314)	4,757	-26.0%	(21,443)	38.7%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(4,500)	(3,538)	(3,250)	(3,887)	350	-9.0%	(962)	78.6%	
422 - PASS THROUGH PAYMENTS	(3,000)	(2,140)	(2,000)	(4,900)	2,760	-56.3%	(860)	71.3%	
480 - GENERAL REVENUE ALLOCATIONS	(4,438,167)	(1,666,166)	(3,203,481)	(982,608)	(683,557)	69.6%	(2,772,001)	37.5%	
Expense	4,809,127	1,604,946	3,544,441	1,195,269	409,677	34.3%	3,204,181	33.4%	
510 - PERSONNEL	2,612,737	1,300,940	2,236,391	1,033,014	267,925	25.9%	1,311,797	49.8%	
520 - MATERIALS & SERVICES	649,330	236,019	607,639	162,255	73,764	45.5%	413,311	36.3%	
530 - CAPITAL OUTLAY	1,547,060	67,987	700,411	-	67,987	0.0%	1,479,073	4.4%	
17 - ADMINISTRATIVE SERVICES					-	0.0%	-	0.0%	
Revenue	(5,533,641)	(2,905,470)	(4,940,393)	(2,406,520)	(498,950)	20.7%	(2,628,171)	52.5%	
411 - LICENSES-FEES & PERMITS	(84,730)	(40,911)	(81,481)	(56,057)	15,145	-27.0%	(43,819)	48.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	(1,180)	1,180	-100.0%	-	0.0%	
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
414 - CHARGES FOR SERVICE	(108,755)	(27,078)	(53,168)	(36,024)	8,946	-24.8%	(81,677)	24.9%	
415 - INTERNAL SERVICES	-	-	-	-	-	0.0%	-	0.0%	
418 - RENTS	(225,660)	(135,631)	(225,658)	(70,526)	(65,105)	92.3%	(90,029)	60.1%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(4,650)	(80,196)	(4,650)	(3,366)	(76,830)	2282.4%	75,546	1724.7%	
480 - GENERAL REVENUE ALLOCATIONS	(5,109,846)	(2,621,654)	(4,575,436)	(2,239,368)	(382,286)	17.1%	(2,488,192)	51.3%	
Expense	5,533,641	1,743,904	4,940,392	1,381,073	362,831	26.3%	3,789,737	31.5%	
510 - PERSONNEL	2,382,854	1,147,166	1,982,774	1,018,483	128,683	12.6%	1,235,688	48.1%	
520 - MATERIALS & SERVICES	1,626,392	596,738	1,116,529	314,311	282,427	89.9%	1,029,654	36.7%	
530 - CAPITAL OUTLAY	1,524,395	-	1,841,089	48,278	(48,278)	-100.0%	1,524,395	0.0%	
18 - ADMINISTRATION					-	0.0%	-	0.0%	
Revenue	(4,796,285)	(556,914)	(3,949,487)	(664,656)	107,742	-16.2%	(4,239,371)	11.6%	
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%	

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General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
412 - INTERGOV REV-NON-SINGLE AUDIT	(690,059)	(313,185)	(601,658)	(282,623)	(30,562)	10.8%	(376,874)	45.4%	
413 - INTERGOV REV-SINGLE AUDIT	(726,420)	(43,644)	(126,585)	(52,218)	8,574	-16.4%	(682,776)	6.0%	
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	(30,875)	-	(20,583)	(10,292)	50.0%	30,875	0.0%	
420 - SALE OF FIXED ASSETS	(4,000)	-	(4,000)	-	-	0.0%	(4,000)	0.0%	
421 - MISCELLANEOUS	(31,000)	(646)	(30,000)	(32,637)	31,991	-98.0%	(30,354)	2.1%	
480 - GENERAL REVENUE ALLOCATIONS	(3,344,806)	(168,563)	(3,187,244)	(276,594)	108,031	-39.1%	(3,176,243)	5.0%	
Expense	4,796,285	2,299,600	3,949,487	1,855,714	443,886	23.9%	2,496,685	47.9%	
510 - PERSONNEL	159,746	91,972	143,433	75,545	16,427	21.7%	67,774	57.6%	
520 - MATERIALS & SERVICES	4,491,539	2,206,035	3,670,054	1,780,169	425,866	23.9%	2,285,504	49.1%	
530 - CAPITAL OUTLAY	145,000	1,593	136,000	-	1,593	0.0%	143,407	1.1%	
19 - DISTRICT ATTORNEY					-	0.0%	-	0.0%	
Revenue	(1,279,521)	(317,276)	(917,257)	(340,186)	22,910	-6.7%	(962,246)	24.8%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(101,655)	-	(82,935)	(27,049)	27,049	-100.0%	(101,655)	0.0%	
413 - INTERGOV REV-SINGLE AUDIT	(109,517)	-	(115,914)	(22,768)	22,768	-100.0%	(109,517)	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	(53)	53	-100.0%	-	0.0%	
421 - MISCELLANEOUS	(104,872)	(145,900)	(104,872)	(91,859)	(54,041)	58.8%	41,028	139.1%	
480 - GENERAL REVENUE ALLOCATIONS	(963,477)	(171,376)	(613,536)	(198,456)	27,080	-13.6%	(792,101)	17.8%	
Expense	1,279,521	521,072	917,257	381,786	139,287	36.5%	758,449	40.7%	
510 - PERSONNEL	938,227	454,926	686,882	346,982	107,944	31.1%	483,301	48.5%	
520 - MATERIALS & SERVICES	338,452	66,146	227,533	34,803	31,343	90.1%	272,306	19.5%	
530 - CAPITAL OUTLAY	2,842	-	2,842	-	-	0.0%	2,842	0.0%	
21 - PLANNING					-	0.0%	-	0.0%	
Revenue	(1,305,532)	(547,354)	(970,566)	(346,941)	(200,413)	57.8%	(758,178)	41.9%	
411 - LICENSES-FEES & PERMITS	(125,100)	(35,351)	(119,500)	(63,659)	28,308	-44.5%	(89,749)	28.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(18,900)	(7,361)	(56,900)	-	(7,361)	0.0%	(11,539)	38.9%	
413 - INTERGOV REV-SINGLE AUDIT	(50,000)	(50,000)	(45,000)	(45,000)	(5,000)	11.1%	-	100.0%	
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(100)	-	(100)	(75)	75	-100.0%	(100)	0.0%	
480 - GENERAL REVENUE ALLOCATIONS	(1,111,432)	(454,642)	(749,066)	(238,207)	(216,435)	90.9%	(656,790)	40.9%	
Expense	1,305,532	403,592	970,566	319,465	84,127	26.3%	901,940	30.9%	
510 - PERSONNEL	806,104	375,452	768,896	298,950	76,501	25.6%	430,652	46.6%	
520 - MATERIALS & SERVICES	499,428	28,140	201,670	20,515	7,625	37.2%	471,288	5.6%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
22 - PUBLIC WORKS					-	0.0%	-	0.0%	
Revenue	(149,323)	(195,845)	(61,319)	(105,042)	(90,803)	86.4%	46,522	131.2%	
411 - LICENSES-FEES & PERMITS	(15,000)	(13,733)	(15,000)	(12,825)	(908)	7.1%	(1,267)	91.6%	

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General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
412 - INTERGOV REV-NON-SINGLE AUDIT	(1,000)	(50,700)	(1,000)	(43,092)	(7,608)	17.7%	49,700	5070.0%	
414 - CHARGES FOR SERVICE	(1,865)	-	(1,865)	-	-	0.0%	(1,865)	0.0%	
421 - MISCELLANEOUS	(100)	(55)	(100)	(24,836)	24,781	-99.8%	(45)	55.0%	
480 - GENERAL REVENUE ALLOCATIONS	(131,358)	(131,357)	(43,354)	(24,289)	(107,067)	440.8%	(1)	100.0%	
Expense	149,323	28,827	61,319	25,208	3,619	14.4%	120,496	19.3%	
510 - PERSONNEL	43,423	23,898	40,188	20,466	3,432	16.8%	19,525	55.0%	
520 - MATERIALS & SERVICES	104,272	4,929	19,503	4,742	187	4.0%	99,343	4.7%	
530 - CAPITAL OUTLAY	1,628	-	1,628	-	-	0.0%	1,628	0.0%	
24 - PREVENTION DIVISION					-	0.0%	-	0.0%	
Revenue	(2,000,224)	(964,704)	(1,582,167)	(480,772)	(483,933)	100.7%	(1,035,520)	48.2%	
411 - LICENSES-FEES & PERMITS	(1,000)	-	(1,000)	(610)	610	-100.0%	(1,000)	0.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(223,714)	(12,026)	(194,400)	(43,907)	31,881	-72.6%	(211,688)	5.4%	
413 - INTERGOV REV-SINGLE AUDIT	(330,500)	(312,516)	(329,000)	(16,514)	(296,002)	1792.5%	(17,984)	94.6%	
414 - CHARGES FOR SERVICE	(20,000)	-	(20,000)	-	-	0.0%	(20,000)	0.0%	
416 - FINES & RESTITUTION	-	(0)	-	-	(0)	0.0%	0	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	(4,200)	(1,000)	(21,540)	17,340	-80.5%	4,200	0.0%	
421 - MISCELLANEOUS	(7,550)	(71,150)	(3,375)	(11,637)	(59,513)	511.4%	63,600	942.4%	
480 - GENERAL REVENUE ALLOCATIONS	(1,417,460)	(564,812)	(1,033,392)	(386,564)	(178,247)	46.1%	(852,648)	39.8%	
Expense	2,000,224	638,487	1,582,167	462,687	175,800	38.0%	1,361,737	31.9%	
510 - PERSONNEL	854,425	473,427	718,775	353,796	119,631	33.8%	380,998	55.4%	
520 - MATERIALS & SERVICES	1,145,799	165,060	863,392	108,891	56,168	51.6%	980,739	14.4%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
90 - TRANSFERS					-	0.0%	-	0.0%	
Revenue	(459,770)	(275,000)	(584,770)	(400,000)	125,000	-31.3%	(184,770)	59.8%	
450 - TRANSFERS IN	(459,770)	(275,000)	(584,770)	(400,000)	125,000	-31.3%	(184,770)	59.8%	
Expense	2,507,670	1,276,585	2,522,999	114,073	1,162,512	1019.1%	1,231,086	50.9%	
550 - TRANSFERS OUT	2,507,670	1,276,585	2,522,999	114,073	1,162,512	1019.1%	1,231,086	50.9%	
Grand Total	(9,080,965)	(20,813,248)	(8,434,978)	(19,885,465)	(927,784)	4.7%	11,732,283	229.2%	

FY23 Wasco County - 2022-12 December

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Building Codes

Fund	1500 - BUILDING CODES GENERAL
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022			FY23- FY22			
2023					FY23- FY22	FY23- FY22	FY23 Budget -	FY23
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	%	Actual	Budget Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(3,341,050)	(3,453,886)	(3,454,521)	(3,410,079)	(43,807)	1.3%	112,836	103.4%
400 - BEGINNING FUND BALANCE	(3,324,428)	(3,420,981)	(3,430,521)	(3,400,966)	(20,016)	0.6%	96,553	102.9%
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS	(16,622)	(32,905)	(24,000)	(9,113)	(23,792)	261.1%	16,283	198.0%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(794,138)	(206,003)	(799,336)	(296,623)	90,620	-30.6%	(588,135)	25.9%
411 - LICENSES-FEES & PERMITS	(494,138)	(158,535)	(499,336)	(201,670)	43,135	-21.4%	(335,603)	32.1%
421 - MISCELLANEOUS	(300,000)	(47,468)	(300,000)	(94,953)	47,485	-50.0%	(252,532)	15.8%
Expense	1,585,491	278,160	1,559,117	199,967	78,194	39.1%	1,307,331	17.5%
510 - PERSONNEL	500,320	217,780	460,995	189,044	28,735	15.2%	282,540	43.5%
520 - MATERIALS & SERVICES	485,171	60,381	498,122	10,922	49,458	452.8%	424,790	12.4%
530 - CAPITAL OUTLAY	600,000	-	600,000	-	-	0.0%	600,000	0.0%
90 - TRANSFERS	-	-			-	0.0%	-	0.0%
Grand Total	(2,549,697)	(3,381,729)	(2,694,740)	(3,506,735)	125,006	-3.6%	832,032	132.6%

FY23 Wasco County - 2022-12 December

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Building Codes

Fund 1600 - BUILDING CODES - ELECTRICAL
 Segment 3 All
 Segment 4 All

Fund
 SubDept
 Not used

Column Labels 2023		2022			FY23- FY22			
					Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual				
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(676,806)	(674,062)	(755,878)	(766,566)	92,503	-12.1%	(2,744)	99.6%
400 - BEGINNING FUND BALANCE	(673,774)	(667,843)	(750,253)	(764,540)	96,697	-12.6%	(5,931)	99.1%
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS	(3,032)	(6,220)	(5,625)	(2,026)	(4,194)	207.0%	3,188	205.1%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(98,943)	(39,366)	(97,915)	(40,829)	1,463	-3.6%	(59,577)	39.8%
411 - LICENSES-FEES & PERMITS	(98,567)	(39,366)	(97,915)	(40,594)	1,228	-3.0%	(59,201)	39.9%
421 - MISCELLANEOUS	(376)	-	-	(235)	235	-100.0%	(376)	0.0%
Expense	239,923	111,269	232,784	72,575	38,694	53.3%	128,654	46.4%
510 - PERSONNEL	197,286	96,743	189,911	69,921	26,822	38.4%	100,543	49.0%
520 - MATERIALS & SERVICES	42,637	14,526	42,873	2,654	11,871	447.3%	28,111	34.1%
90 - TRANSFERS					-	0.0%	-	0.0%
Grand Total	(535,826)	(602,160)	(621,009)	(734,820)	132,660	-18.1%	66,334	112.4%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Public Works

Fund	2020 - PUBLIC WORKS FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022							
2023									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - FY23 Budget Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue		(3,254,712)	(3,239,544)	(3,396,440)	(3,472,516)	232,972	-6.7%	(15,168)	99.5%
400 - BEGINNING FUND BALANCE		(3,211,532)	(3,210,383)	(3,353,260)	(3,463,088)	252,705	-7.3%	(1,149)	100.0%
415 - INTERNAL SERVICES		(3,180)	(1,590)	(3,180)	-	(1,590)	0.0%	(1,590)	50.0%
417 - INVESTMENT EARNINGS		(40,000)	(27,571)	(40,000)	(9,427)	(18,144)	192.5%	(12,429)	68.9%
22 - PUBLIC WORKS						-	0.0%	-	0.0%
Revenue		(4,113,680)	(1,573,958)	(3,558,592)	(1,591,015)	17,058	-1.1%	(2,539,722)	38.3%
411 - LICENSES-FEES & PERMITS		(12,000)	(4,046)	(12,000)	(5,352)	1,306	-24.4%	(7,954)	33.7%
412 - INTERGOV REV-NON-SINGLE AUDIT		(3,258,575)	(1,382,798)	(2,907,070)	(1,372,392)	(10,406)	0.8%	(1,875,777)	42.4%
413 - INTERGOV REV-SINGLE AUDIT		(513,605)	-	(165,022)	-	-	0.0%	(513,605)	0.0%
414 - CHARGES FOR SERVICE		(307,000)	(186,266)	(432,000)	(211,219)	24,953	-11.8%	(120,734)	60.7%
420 - SALE OF FIXED ASSETS		(20,000)	-	(40,000)	-	-	0.0%	(20,000)	0.0%
421 - MISCELLANEOUS		(2,500)	(769)	(2,500)	(1,985)	1,216	-61.3%	(1,731)	30.8%
530 - CAPITAL OUTLAY		-	(79)	-	(68)	(11)	16.7%	79	0.0%
Expense		4,153,582	2,459,327	3,546,505	1,556,719	902,608	58.0%	1,694,255	59.2%
510 - PERSONNEL		2,159,032	1,070,820	1,968,905	924,092	146,728	15.9%	1,088,212	49.6%
520 - MATERIALS & SERVICES		1,889,550	1,388,506	1,127,600	632,627	755,879	119.5%	501,044	73.5%
530 - CAPITAL OUTLAY		105,000	-	450,000	-	-	0.0%	105,000	0.0%
90 - TRANSFERS						-	0.0%	-	0.0%
Revenue		-	-	-	-	-	0.0%	-	0.0%
450 - TRANSFERS IN		-	-	-	-	-	0.0%	-	0.0%
Expense		-	-	780,288	-	-	0.0%	-	0.0%
550 - TRANSFERS OUT		-	-	780,288	-	-	0.0%	-	0.0%
Grand Total		(3,214,810)	(2,354,175)	(2,628,239)	(3,506,812)	1,152,637	-32.9%	(860,635)	73.2%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Public Works Reserve

Fund	3210 - ROAD RESERVE FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2023		2022					
						FY23- FY22		FY23 Budget - FY23 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual	Variance	Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue	(3,707,355)	(4,511,722)	(4,555,267)	(4,548,295)		36,573	-0.8%	804,367	121.7%
400 - BEGINNING FUND BALANCE	(3,685,355)	(4,468,927)	(4,533,267)	(4,536,711)		67,784	-1.5%	783,572	121.3%
417 - INVESTMENT EARNINGS	(22,000)	(42,795)	(22,000)	(11,583)		(31,212)	269.5%	20,795	194.5%
22 - PUBLIC WORKS						-	0.0%	-	0.0%
Revenue	-	-	-	-		-	0.0%	-	0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-		-	0.0%	-	0.0%
Expense	3,707,355	-	5,335,555	-		-	0.0%	3,707,355	0.0%
510 - PERSONNEL	-	-	400,000	-		-	0.0%	-	0.0%
520 - MATERIALS & SERVICES	1,539,095	-	1,568,295	-		-	0.0%	1,539,095	0.0%
530 - CAPITAL OUTLAY	2,168,260	-	3,367,260	-		-	0.0%	2,168,260	0.0%
90 - TRANSFERS						-	0.0%	-	0.0%
Revenue	-	-	(780,288)	-		-	0.0%	-	0.0%
450 - TRANSFERS IN	-	-	(780,288)	-		-	0.0%	-	0.0%
Expense	-	-				-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-				-	0.0%	-	0.0%
Grand Total	-	(4,511,722)	-	(4,548,295)		36,573	-0.8%	4,511,722	0.0%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

911

Fund 2200 - 911 COMMUNICATIONS FUND
Segment 3 All
Segment 4 All

Fund
SubDept
Not used

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(275,764)	(363,850)	(254,756)	(316,732)	(47,117)	14.9%	88,086	131.9%	
400 - BEGINNING FUND BALANCE	(274,264)	(360,935)	(253,756)	(315,848)	(45,087)	14.3%	86,671	131.6%	
417 - INVESTMENT EARNINGS	(1,500)	(2,915)	(1,000)	(884)	(2,030)	229.6%	1,415	194.3%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(1,039,399)	(361,659)	(1,079,052)	(462,065)	100,406	-21.7%	(677,740)	34.8%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(668,938)	(177,162)	(604,081)	(161,878)	(15,284)	9.4%	(491,776)	26.5%	
414 - CHARGES FOR SERVICE	(370,361)	(184,181)	(474,871)	(300,044)	115,863	-38.6%	(186,180)	49.7%	
421 - MISCELLANEOUS	(100)	(316)	(100)	(143)	(173)	121.0%	216	316.0%	
Expense	1,275,542	614,759	1,233,273	531,604	83,156	15.6%	660,783	48.2%	
510 - PERSONNEL	1,015,087	513,206	975,771	453,010	60,196	13.3%	501,881	50.6%	
520 - MATERIALS & SERVICES	260,455	101,553	257,502	78,593	22,960	29.2%	158,902	39.0%	
540 - DEBT SERVICE	-	-	-	-	-	0.0%	-	0.0%	
90 - TRANSFERS					-	0.0%	-	0.0%	
Revenue	(150,457)	(75,228)	(193,145)	(96,573)	21,345	-22.1%	(75,229)	50.0%	
450 - TRANSFERS IN	(150,457)	(75,228)	(193,145)	(96,573)	21,345	-22.1%	(75,229)	50.0%	
Expense	30,000	15,000	213,172	106,586	(91,586)	-85.9%	15,000	50.0%	
550 - TRANSFERS OUT	30,000	15,000	213,172	106,586	(91,586)	-85.9%	15,000	50.0%	
Grand Total	(160,078)	(170,977)	(80,508)	(237,180)	66,203	-27.9%	10,899	106.8%	
					-	0.0%	-	0.0%	

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

911Equip

Fund	3240 - 911 EQUIPMENT RESERVE	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2022							
2023						FY23- FY22		FY23 Budget	
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	Actual	Variance	FY23-FY22 %	FY23 Budget
									Execution
00 - NON-DEPARTMENTAL RESOURCES						-		0.0%	-
Revenue		(308,903)	(311,862)	(95,216)	(94,922)	(216,940)		228.5%	2,959
400 - BEGINNING FUND BALANCE		(308,355)	(308,835)	(94,668)	(94,680)	(214,155)		226.2%	480
417 - INVESTMENT EARNINGS		(548)	(3,027)	(548)	(242)	(2,786)		1152.3%	2,479
16 - SHERIFF						-		0.0%	-
Revenue		-	-	-	-	-		0.0%	-
413 - INTERGOV REV-SINGLE AUDIT		-	-	-	-	-		0.0%	-
Expense		338,903	-	308,388	-	-		0.0%	338,903
530 - CAPITAL OUTLAY		338,903	-	308,388	-	-		0.0%	338,903
90 - TRANSFERS						-		0.0%	-
Revenue		(30,000)	(15,000)	(213,172)	(106,586)	91,586		-85.9%	(15,000)
450 - TRANSFERS IN		(30,000)	(15,000)	(213,172)	(106,586)	91,586		-85.9%	(15,000)
Expense		-	-	-	-	-		0.0%	-
550 - TRANSFERS OUT		-	-	-	-	-		0.0%	-
Grand Total		-	(326,862)	-	(201,508)	(125,354)		62.2%	326,862

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Community Corrections

Fund	2270 - COMMUNITY CORRECTIONS FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2022							
2023									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - FY23 Budget Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue		(1,084,557)	(1,076,466)	(545,000)	(938,917)	(137,549)	14.6%	(8,091)	99.3%
400 - BEGINNING FUND BALANCE		(1,074,557)	(1,062,080)	(535,000)	(936,031)	(126,050)	13.5%	(12,477)	98.8%
417 - INVESTMENT EARNINGS		(10,000)	(14,386)	(10,000)	(2,886)	(11,499)	398.4%	4,386	143.9%
16 - SHERIFF						-	0.0%	-	0.0%
Revenue		(1,777,148)	(965,588)	(1,523,642)	(471,982)	(493,607)	104.6%	(811,560)	54.3%
411 - LICENSES-FEES & PERMITS		(32,000)	(17,180)	(109,000)	(40,624)	23,444	-57.7%	(14,820)	53.7%
412 - INTERGOV REV-NON-SINGLE AUDIT		(1,745,148)	(946,026)	(1,414,642)	(421,397)	(524,628)	124.5%	(799,122)	54.2%
421 - MISCELLANEOUS		-	(2,383)	-	(9,960)	7,577	-76.1%	2,383	0.0%
Expense		2,487,902	714,563	1,899,113	798,970	(84,407)	-10.6%	1,773,339	28.7%
510 - PERSONNEL		948,329	397,738	803,990	454,258	(56,520)	-12.4%	550,591	41.9%
520 - MATERIALS & SERVICES		989,573	316,825	1,008,214	344,713	(27,887)	-8.1%	672,748	32.0%
530 - CAPITAL OUTLAY		550,000	-	86,909	-	-	0.0%	550,000	0.0%
90 - TRANSFERS		-	-			-	0.0%	-	0.0%
Grand Total		(373,803)	(1,327,491)	(169,529)	(611,928)	(715,563)	116.9%	953,688	355.1%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Fair&Park

Fund	2030 - COUNTY FAIR FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2022							
2023									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23- FY22 %	FY23 Budget - Actual	FY23 Budget Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue		(287,422)	(307,667)	(215,069)	(228,078)	(79,589)	34.9%	20,245	107.0%
400 - BEGINNING FUND BALANCE		(285,860)	(304,716)	(213,569)	(227,432)	(77,284)	34.0%	18,856	106.6%
417 - INVESTMENT EARNINGS		(1,562)	(2,951)	(1,500)	(646)	(2,305)	357.1%	1,389	188.9%
18 - ADMINISTRATION						-	0.0%	-	0.0%
Revenue		(155,417)	(225,320)	(149,447)	(170,348)	(54,972)	32.3%	69,903	145.0%
411 - LICENSES-FEES & PERMITS		(85,050)	(101,618)	(61,880)	(105,131)	3,513	-3.3%	16,568	119.5%
412 - INTERGOV REV-NON-SINGLE AUDIT		(53,167)	(53,167)	(53,167)	(53,167)	-	0.0%	(0)	100.0%
414 - CHARGES FOR SERVICE		-	-	-	-	-	0.0%	-	0.0%
418 - RENTS		(7,200)	(2,000)	(7,200)	(3,600)	1,600	-44.4%	(5,200)	27.8%
419 - CONTRIBUTIONS & DONATIONS		(10,000)	(12,124)	(27,200)	(7,300)	(4,824)	66.1%	2,124	121.2%
421 - MISCELLANEOUS		-	(56,411)	-	(1,151)	(55,260)	4800.9%	56,411	0.0%
Expense		192,091	217,163	157,324	139,916	77,247	55.2%	(25,072)	113.1%
510 - PERSONNEL		19,891	14,878	18,741	9,259	5,619	60.7%	5,013	74.8%
520 - MATERIALS & SERVICES		172,200	202,285	138,583	130,656	71,628	54.8%	(30,085)	117.5%
530 - CAPITAL OUTLAY		-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS		22,000	(28,000)	21,000	-	(28,000)	0.0%	50,000	-127.3%
Grand Total		(228,748)	(343,823)	(186,192)	(258,510)	(85,313)	33.0%	115,075	150.3%

as of: 1/10/2023

Fund	2230 - PARKS FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels 2023		2022			2021			
					FY22- FY21		FY21 Budget	FY21 Budget
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY22-FY21 %	- Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(273,119)	(245,783)	(257,876)	(284,083)	38,301	-13.5%	(27,336)	90.0%
400 - BEGINNING FUND BALANCE	(271,319)	(243,156)	(255,376)	(283,311)	40,156	-14.2%	(28,163)	89.6%
417 - INVESTMENT EARNINGS	(1,800)	(2,627)	(2,500)	(772)	(1,855)	240.4%	827	145.9%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Revenue	(394,250)	(63,415)	(373,750)	(30,222)	(33,194)	109.8%	(330,835)	16.1%
411 - LICENSES-FEES & PERMITS	(26,250)	(28,730)	(13,750)	(5,552)	(23,178)	417.5%	2,480	109.4%
412 - INTERGOV REV-NON-SINGLE AUDIT	(368,000)	(34,115)	(360,000)	(24,670)	(9,445)	38.3%	(333,885)	9.3%
418 - RENTS	-	-	-	-	-	0.0%	-	0.0%
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%
421 - MISCELLANEOUS	-	(571)	-	-	(571)	0.0%	571	0.0%
Expense	554,381	52,638	549,696	51,595	1,043	2.0%	501,743	9.5%
510 - PERSONNEL	46,411	32,518	43,726	21,606	10,913	50.5%	13,893	70.1%
520 - MATERIALS & SERVICES	77,970	20,120	75,970	29,989	(9,869)	-32.9%	57,850	25.8%
530 - CAPITAL OUTLAY	430,000	-	430,000	-	-	0.0%	430,000	0.0%
90 - TRANSFERS	(50,000)	-	(50,000)	-	-	0.0%	(50,000)	0.0%
Grand Total	(162,988)	(256,560)	(131,930)	(262,710)	6,150	-2.3%	93,572	157.4%

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Reserve & Capital

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels		2022						
2023								
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - FY23 Budget Actual Execution
3220 - CAPITAL ACQUISITIONS FUND		-	(2,659,927)	-	(3,825,756)	1,165,829	-30.5%	2,659,927 0.0%
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	- 0.0%
Revenue		(3,799,511)	(3,788,192)	(3,884,276)	(3,865,856)	77,664	-2.0%	(11,319) 99.7%
400 - BEGINNING FUND BALANCE		(3,780,211)	(3,763,187)	(3,864,976)	(3,855,992)	92,805	-2.4%	(17,024) 99.5%
417 - INVESTMENT EARNINGS		(19,300)	(25,005)	(19,300)	(9,864)	(15,141)	153.5%	5,705 129.6%
18 - ADMINISTRATION						-	0.0%	- 0.0%
Revenue		-	-	-	-	-	0.0%	- 0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT		-	-	-	-	-	0.0%	- 0.0%
418 - RENTS		-	-	-	-	-	0.0%	- 0.0%
Expense		4,549,511	1,503,265	3,884,276	40,100	1,463,165	3648.8%	3,046,246 33.0%
520 - MATERIALS & SERVICES		-	-	-	-	-	0.0%	- 0.0%
530 - CAPITAL OUTLAY		4,549,511	1,503,265	3,884,276	40,100	1,463,165	3648.8%	3,046,246 33.0%
90 - TRANSFERS		(750,000)	(375,000)	-	-	(375,000)	0.0%	(375,000) 50.0%
3260 - FACILITY CAPITAL RESERVE		-	(5,021,301)	-	(3,506,984)	(1,514,317)	43.2%	5,021,301 0.0%
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	- 0.0%
Revenue		(3,725,503)	(3,671,304)	(3,034,239)	(3,477,223)	(194,081)	5.6%	(54,199) 98.5%
400 - BEGINNING FUND BALANCE		(3,627,503)	(3,594,801)	(2,936,239)	(3,434,256)	(160,544)	4.7%	(32,702) 99.1%
417 - INVESTMENT EARNINGS		(98,000)	(76,503)	(98,000)	(42,967)	(33,536)	78.1%	(21,497) 78.1%
18 - ADMINISTRATION						-	0.0%	- 0.0%
Revenue		-	(1,047,073)	-	(43,260)	(1,003,813)	2320.4%	1,047,073 0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT		-	(1,000,000)	-	-	(1,000,000)	0.0%	1,000,000 0.0%
421 - MISCELLANEOUS		-	-	-	-	-	0.0%	- 0.0%
490 - OTHER FINANCING		-	(47,073)	-	(43,260)	(3,813)	8.8%	47,073 0.0%
Expense		4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469 1.9%
530 - CAPITAL OUTLAY		4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469 1.9%
90 - TRANSFERS		(780,084)	(390,042)	-	12,500	(402,542)	-3220.3%	(390,042) 50.0%
99 - NON-DEPARTMENTAL EXPENDITURES						-	0.0%	- 0.0%
Expense		-	-	12,500	-	-	0.0%	- 0.0%
550 - TRANSFERS OUT		-	-	12,500	-	-	0.0%	- 0.0%
3270 - GENERAL OPERATING RESERVE		-	(8,257,036)	-	(5,833,015)	(2,424,021)	41.6%	8,257,036 0.0%
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	- 0.0%
Revenue		(7,687,681)	(8,040,175)	(8,637,778)	(5,877,446)	(2,162,729)	36.8%	352,494 104.6%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Reserve & Capital

Column Labels		2022						
		2023						
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22		FY23 Budget - FY23 Budget	
					Actual	Variance	Actual	Execution
400 - BEGINNING FUND BALANCE	(7,670,081)	(7,836,806)	(8,620,178)	(5,743,560)	(2,093,245)	36.4%	166,725	102.2%
413 - INTERGOV REV-SINGLE AUDIT	-	(127,743)	-	(118,801)	(8,942)	7.5%	127,743	0.0%
417 - INVESTMENT EARNINGS	(17,600)	(75,627)	(17,600)	(15,085)	(60,541)	401.3%	58,027	429.7%
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Expense	8,469,310	173,954	10,921,132	44,432	129,523	291.5%	8,295,356	2.1%
510 - PERSONNEL	-	-	1,600,000	-	-	0.0%	-	0.0%
520 - MATERIALS & SERVICES	8,469,310	173,954	9,321,132	44,432	129,523	291.5%	8,295,356	2.1%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS	(781,629)	(390,815)	(2,283,354)	-	(390,815)	0.0%	(390,815)	50.0%
Grand Total	-	(15,938,263)	-	(13,165,755)	(2,772,508)	21.1%	15,938,263	0.0%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Appropriation General Fund

Fund	1010 - GENERAL FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

0

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
12 - ASSESSMENT & TAXATION	1,059,958	412,661	922,736	338,923	73,738	21.8%	647,297	38.9%	
Expense	1,059,958	412,661	922,736	338,923	73,738	21.8%	647,297	38.9%	
15 - COUNTY CLERK	872,718	220,129	551,278	153,971	66,158	43.0%	652,589	25.2%	
Expense	872,718	220,129	551,278	153,971	66,158	43.0%	652,589	25.2%	
16 - SHERIFF	4,809,127	1,604,946	3,544,441	1,195,269	409,677	34.3%	3,204,181	33.4%	
Expense	4,809,127	1,604,946	3,544,441	1,195,269	409,677	34.3%	3,204,181	33.4%	
17 - ADMINISTRATIVE SERVICES	5,533,641	1,743,904	4,940,392	1,381,073	362,831	26.3%	3,789,737	31.5%	
Expense	5,533,641	1,743,904	4,940,392	1,381,073	362,831	26.3%	3,789,737	31.5%	
18 - ADMINISTRATION	4,796,285	2,299,600	3,949,487	1,855,714	443,886	23.9%	2,496,685	47.9%	
Expense	4,796,285	2,299,600	3,949,487	1,855,714	443,886	23.9%	2,496,685	47.9%	
19 - DISTRICT ATTORNEY	1,279,521	521,072	917,257	381,786	139,287	36.5%	758,449	40.7%	
Expense	1,279,521	521,072	917,257	381,786	139,287	36.5%	758,449	40.7%	
21 - PLANNING	1,305,532	403,592	970,566	319,465	84,127	26.3%	901,940	30.9%	
Expense	1,305,532	403,592	970,566	319,465	84,127	26.3%	901,940	30.9%	
22 - PUBLIC WORKS	149,323	28,827	61,319	25,208	3,619	14.4%	120,496	19.3%	
Expense	149,323	28,827	61,319	25,208	3,619	14.4%	120,496	19.3%	
24 - PREVENTION DIVISION	2,000,224	638,487	1,582,167	462,687	175,800	38.0%	1,361,737	31.9%	
Expense	2,000,224	638,487	1,582,167	462,687	175,800	38.0%	1,361,737	31.9%	
90 - TRANSFERS	2,507,670	1,276,585	2,522,999	114,073	1,162,512	1019.1%	1,231,086	50.9%	
Expense	2,507,670	1,276,585	2,522,999	114,073	1,162,512	1019.1%	1,231,086	50.9%	
91 - CONTINGENCY	2,596,992	-	1,949,278	-	-	0.0%	2,596,992	0.0%	
Expense	2,596,992	-	1,949,278	-	-	0.0%	2,596,992	0.0%	
93 - UNAPPROPRIATED	6,483,973	-	6,485,698	-	-	0.0%	6,483,973	0.0%	
Expense	6,483,973	-	6,485,698	-	-	0.0%	6,483,973	0.0%	
Grand Total	33,394,964	9,149,801	28,397,617	6,228,168	2,921,633	46.9%	24,245,163	27.4%	

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Appropriation all other Funds

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels								
		2023			2022			

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Appropriation all other Funds

Column Labels 2023	2022							
	FY23- FY22		FY23 Budget - FY23 Budget					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution
90 - TRANSFERS	184,770	-	184,770	-	-	0.0%	184,770	0.0%
91 - CONTINGENCY	256,956	-	204,712	-	-	0.0%	256,956	0.0%
2070 - HOUSEHOLD HAZARDOUS WASTE FUND	390,872	-	393,239	-	-	0.0%	390,872	0.0%
91 - CONTINGENCY	205,738	-	86,012	-	-	0.0%	205,738	0.0%
93 - UNAPPROPRIATED	185,134	-	307,227	-	-	0.0%	185,134	0.0%
2080 - SPECIAL ECON DEV PAYMENTS FUND	4,028,386	331,000	4,430,039	3,007,133	(2,676,133)	-89.0%	3,697,386	8.2%
18 - ADMINISTRATION	3,748,386	51,000	4,025,039	2,602,133	(2,551,133)	-98.0%	3,697,386	1.4%
90 - TRANSFERS	280,000	280,000	405,000	405,000	(125,000)	-30.9%	-	100.0%
2090 - LAW LIBRARY FUND	155,401	4,400	166,212	6,473	(2,073)	-32.0%	151,001	2.8%
19 - DISTRICT ATTORNEY	49,829	4,400	49,829	6,473	(2,073)	-32.0%	45,429	8.8%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	105,572	-	116,383	-	-	0.0%	105,572	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2100 - DISTRICT ATTORNEY	6,254	900	6,643	43	857	1983.8%	5,354	14.4%
19 - DISTRICT ATTORNEY	6,254	900	6,643	43	857	1983.8%	5,354	14.4%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
2110 - MUSEUM	313,385	31,804	277,368	33,742	(1,938)	-5.7%	281,581	10.1%
18 - ADMINISTRATION	135,069	31,804	114,302	33,742	(1,938)	-5.7%	103,265	23.5%
91 - CONTINGENCY	178,316	-	163,066	-	-	0.0%	178,316	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2200 - 911 COMMUNICATIONS FUND	1,465,620	629,759	1,526,953	638,190	(8,430)	-1.3%	835,861	43.0%
16 - SHERIFF	1,275,542	614,759	1,233,273	531,604	83,156	15.6%	660,783	48.2%
90 - TRANSFERS	30,000	15,000	213,172	106,586	(91,586)	-85.9%	15,000	50.0%
91 - CONTINGENCY	160,078	-	80,508	-	-	0.0%	160,078	0.0%
2230 - PARKS FUND	717,369	52,638	681,626	51,595	1,043	2.0%	664,731	7.3%
18 - ADMINISTRATION	554,381	52,638	549,696	51,595	1,043	2.0%	501,743	9.5%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	90,091	-	59,033	-	-	0.0%	90,091	0.0%
93 - UNAPPROPRIATED	72,897	-	72,897	-	-	0.0%	72,897	0.0%
2270 - COMMUNITY CORRECTIONS FUND	2,861,705	714,563	2,068,642	798,970	(84,407)	-10.6%	2,147,142	25.0%
16 - SHERIFF	2,487,902	714,563	1,899,113	798,970	(84,407)	-10.6%	1,773,339	28.7%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	373,803	-	169,529	-	-	0.0%	373,803	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%

FY23 Wasco County - 2022-12 December

as of: 1/10/2023

Appropriation all other Funds

Column Labels 2023	2022							
			FY23- FY22		FY23 Budget - FY23 Budget			
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution
2290 - COURT FACILITIES SECURITY FUND	296,021	-	262,121	-	-	0.0%	296,021	0.0%
18 - ADMINISTRATION	51,000	-	51,000	-	-	0.0%	51,000	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	245,021	-	211,121	-	-	0.0%	245,021	0.0%
2330 - KRAMER FIELD FUND	35,910	-	35,910	-	-	0.0%	35,910	0.0%
18 - ADMINISTRATION	35,910	-	35,910	-	-	0.0%	35,910	0.0%
2370 - CLERK RECORDS FUND	54,067	-	53,430	970	(970)	-100.0%	54,067	0.0%
15 - COUNTY CLERK	19,000	-	12,800	970	(970)	-100.0%	19,000	0.0%
91 - CONTINGENCY	35,067	-	40,630	-	-	0.0%	35,067	0.0%
3210 - ROAD RESERVE FUND	3,707,355	-	5,335,555	-	-	0.0%	3,707,355	0.0%
22 - PUBLIC WORKS	3,707,355	-	5,335,555	-	-	0.0%	3,707,355	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
3220 - CAPITAL ACQUISITIONS FUND	4,549,511	1,503,265	3,884,276	40,100	1,463,165	3648.8%	3,046,246	33.0%
18 - ADMINISTRATION	4,549,511	1,503,265	3,884,276	40,100	1,463,165	3648.8%	3,046,246	33.0%
3240 - 911 EQUIPMENT RESERVE	338,903	-	308,388	-	-	0.0%	338,903	0.0%
16 - SHERIFF	338,903	-	308,388	-	-	0.0%	338,903	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
3260 - FACILITY CAPITAL RESERVE	4,505,587	87,118	3,034,239	13,500	73,618	545.3%	4,418,469	1.9%
18 - ADMINISTRATION	4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469	1.9%
90 - TRANSFERS	-	-	-	12,500	(12,500)	-100.0%	-	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES	-	-	12,500	-	-	0.0%	-	0.0%
3270 - GENERAL OPERATING RESERVE	8,469,310	173,954	10,921,132	44,432	129,523	291.5%	8,295,356	2.1%
18 - ADMINISTRATION	8,469,310	173,954	10,921,132	44,432	129,523	291.5%	8,295,356	2.1%
Grand Total	45,767,543	6,607,928	46,870,179	6,614,155	(6,227)	-0.1%	39,159,615	14.4%

Reconciliation Report November 2022 Reconciliations

Wasco County

1. Main Checking
 - a. On banking reconciliation sheet
 - b. All balance
2. Unseg Checking
 - a. On banking reconciliation sheet
 - b. All balance
3. Charter Appeal
 - a. On banking reconciliation sheet
 - b. All balance
4. LGIP – County
 - a. On banking reconciliation sheet
 - b. All balance
 - c. Only the balance for Wasco County
5. Tax Receivable Munis to Ascend
 - a. Balances – No variances
6. Tax Receipts Munis to Ascend
 - a. Balances – No variances
7. Transfers In/Out
 - a. Balances – No variances
8. PERS Recap Payroll Register to PERS Invoice
 - a. October & November

Qlife

1. Checking – Bank of the West
 - a. Balances – no variances
2. LGIP
 - a. Balances – no variances

Reviewed _____ Date _____

Reviewed _____ Date _____

**Bank Reconciliation
November 2022**

Bank

Munis

Charter Appeal -
999N0000-
111111/
786R57F9-

	LGIP	Unseg	Charter Appeal	Main	Total		LGIP - 111130	Unseg - 111110	417100	Main - 111100	Total
Beginning Balance per Bank	42,985,506.35	2,214,125.43	108,004.19	1,885,647.71	47,193,283.68	Beginnng Balance per Eden	42,985,506.35	2,805,978.57	108,004.19	1,360,442.82	47,259,931.93
					-						-
Deposits		25,584,681.65		604,639.92	26,189,321.57	Debits			0.44	13,783,382.14	13,783,382.58
Other Deposits	28,346,144.23	18,810,853.60		42,833,190.61	89,990,188.44						-
Interest	102,150.76		0.44		102,151.20						-
Withdrawals	(28,774,894.11)	(41,210,612.79)		(29,011,520.65)	(98,997,027.55)	Credits	(326,599.77)	(1,246,051.88)		(950,804.84)	(2,523,456.49)
Fees	(0.65)				(0.65)						-
Summary Post (Cleared Checks)		(1,186,063.21)		(1,650,737.04)	(2,836,800.25)						-
Other Checks (not in Summary)					-						-
					-						-
Ending Balance per Bank	42,658,906.58	4,212,984.68	108,004.63	14,661,220.55	61,641,116.44	Ending Balance per Cash by Fund	42,658,906.58	1,559,926.69	108,004.63	14,193,020.12	58,519,858.02
					-						-
Outstanding Withdrawals					-						-
Outstanding Checks		(2,784,309.60)		(457,368.25)	(3,241,677.85)						-
Outstanding Payroll Checks				(10,832.18)	(10,832.18)						-
Credit Card Deposits in Transit		131,251.61			131,251.61						-
Other - Deposits in transit					-						-
					-						-
Adjusted Balance	42,658,906.58	1,559,926.69	108,004.63	14,193,020.12	58,519,858.02	Adjusted Balance	42,658,906.58	1,559,926.69	108,004.63	14,193,020.12	58,519,858.02
						Variance	-	-	-	-	-
						Recon Mike M	Recon Mike M	Recon Mike M	Recon Mike M		
						12/20/22	1/9/23	12/20/22	1/9/23		
						Relevant JV adjustments					

Munis/Financials/Cash Management/Accounts Payable Checks/Check Reconciliation

Use "Reports" skittle

Unseg

CHECK NUMB	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
1	07/28/2021	PRINTED	41	KEITH C WETMORE	39.34	-	
101	11/22/2021	PRINTED	322	FEDEX	159.16	-	
116	11/22/2021	PRINTED	307	HUGO RAMSEYER	12.93	-	
124	11/22/2021	PRINTED	319	WASTE CONNECTIONS	5,617.16	-	
147	12/01/2021	PRINTED	331	DCC PROPANE LLC	112.58	-	
150	12/01/2021	PRINTED	333	ALLISON DUNCAN	48.20	-	
178	12/01/2021	PRINTED	356	STEWART TITLE COMPANY	85.64	-	
205	01/04/2022	PRINTED	337	LEWIS FLINT	12.00	-	
271	03/18/2022	PRINTED	540	LINNELL MIKKELSEN	11.61	-	
311	05/12/2022	PRINTED	2572	KARISSA L WAY HAMM	287.73	-	
324	06/15/2022	PRINTED	675	FLOYD D BARBER JR	20.58	-	
412	10/06/2022	PRINTED	828	JENNA CIECKO	139.55	-	
414	10/06/2022	PRINTED	2963	CITY OF DUFUR	157.83	-	
426	10/20/2022	PRINTED	910	RANDOLPH OLMSTEAD	121.33	-	
428	10/20/2022	PRINTED	912	WILIAM D PARKE	15.64	-	
429	10/20/2022	PRINTED	907	CARA A FAYDO	13.11	-	
431	11/08/2022	PRINTED	2966	CITY OF ANTELOPE	192.82	-	
432	11/08/2022	PRINTED	2963	CITY OF DUFUR	3,072.00	-	
436	11/08/2022	PRINTED	2081	LIBRARY DISTRICT JEFFERSON CO	439.85	-	
441	11/08/2022	PRINTED	946	SAMUEL & LINDA VERCOE	11.25	-	
446	11/16/2022	PRINTED	2966	CITY OF ANTELOPE	710.09	-	
447	11/16/2022	PRINTED	2963	CITY OF DUFUR	11,359.72	-	
449	11/16/2022	PRINTED	2973	CITY OF SHANIKO	2.36	-	
451	11/16/2022	PRINTED	2081	LIBRARY DISTRICT JEFFERSON CO	1,624.60	-	
467	11/21/2022	PRINTED	959	AXFORD, LLC	95.20	-	
469	11/21/2022	PRINTED	2966	CITY OF ANTELOPE	2,543.35	-	
470	11/21/2022	PRINTED	2963	CITY OF DUFUR	40,688.03	-	
472	11/21/2022	PRINTED	2973	CITY OF SHANIKO	2.15	-	
476	11/21/2022	PRINTED	2081	LIBRARY DISTRICT JEFFERSON CO	5,818.54	-	
479	11/21/2022	PRINTED	968	MICKEY SNODGRASS	72.69	-	
481	11/21/2022	PRINTED	2967	NORTHERN WASCO CO PARKS & REC	681,122.76	-	
482	11/21/2022	PRINTED	960	OREGON FIRST COMMUNITY CREDIT UNION	12,682.87	-	
483	11/21/2022	PRINTED	961	PACIFIC NW FCU	675.15	-	
485	11/29/2022	PRINTED	969	BRENDA ANNOTTI	446.48	-	
486	11/29/2022	PRINTED	2080	COMMUNITY COLLEGE CENTRAL OR	2,783.99	-	
487	11/29/2022	PRINTED	2966	CITY OF ANTELOPE	1,632.54	-	
488	11/29/2022	PRINTED	2963	CITY OF DUFUR	26,112.15	-	
489	11/29/2022	PRINTED	2964	CITY OF MAUPIN	97,134.54	-	
490	11/29/2022	PRINTED	2973	CITY OF SHANIKO	0.75	-	
491	11/29/2022	PRINTED	972	DENNIS MCCORMICK	34.64	-	
492	11/29/2022	PRINTED	3068	FOSSIL SCHOOL DISTRICT 21J	2,711.89	-	
493	11/29/2022	PRINTED	2081	LIBRARY DISTRICT JEFFERSON CO	3,734.62	-	
494	11/29/2022	PRINTED	971	JIM BROCK	24.27	-	
495	11/29/2022	PRINTED	2968	JUNIPER FLAT RURAL	28,024.12	-	
496	11/29/2022	PRINTED	2292	MOSIER FIRE DISTRICT	90,095.25	-	
497	11/29/2022	PRINTED	2967	NORTHERN WASCO CO PARKS & REC	437,127.53	-	
498	11/29/2022	PRINTED	970	RICHARD MITCHELL	33.83	-	
499	11/29/2022	PRINTED	973	TITTY LLC	15.21	-	
500	11/29/2022	PRINTED	2180	WASCO COUNTY SOIL & WATER	208,179.68	-	
497	11/29/2022	PRINTED	2967	NORTHERN WASCO CO PARKS & REC	437,127.53	-	
481	11/21/2022	PRINTED	2967	NORTHERN WASCO CO PARKS & REC	681,122.76	-	
					2,784,309.60	-	

Unseg Deposits in Transit

Date	Type	Dept	Amount
11/30/2022	Cash	Assessing	72,510.60
11/28/2022	Credit Card	Assessing	2,982.59
11/28/2022	Echeck	Assessing	45,418.55
11/29/2022	Credit Card	Assessing	5,045.16
11/30/2022	Credit Card	Assessing	5,294.71

131,251.61

Main

CHECK NUMB	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
45	07/28/2021	PRINTED	3084	OREGON STATE	3.00	-	
67	07/28/2021	PRINTED	33	ROGERS STEVEN	64.00	-	
200	10/26/2022	WIRE	2150	U S BANK	327.06	-	
40000049	08/25/2021	PRINTED	2178	OREGON DEPARTMENT OF JUSTICE	450.00	-	
40000371	10/11/2021	PRINTED	2016	POTTER WEBSTER COMPANY	244.88	-	
40000592	11/16/2021	PRINTED	3014	NATIONAL ASSN OF COUNTIES	504.00	-	
40000859	12/30/2021	PRINTED	2992	NORTHERN WASCO COUNTY P.U.D.	97.00	-	
40000866	12/30/2021	PRINTED	421	PRODUCT STEWARDSHIP INSTITUTE, INC	600.00	-	
40000877	12/30/2021	PRINTED	3023	TRAFFIC SAFETY SUPPLY CO.	242.52	-	
40000913	01/10/2022	PRINTED	184	JACKSON GROUP PETERBILT	2,841.93	-	
40000914	01/10/2022	PRINTED	2804	L3HARRIS	600.00	-	
40001204	02/24/2022	PRINTED	505	CHRIS KLINE	15.45	-	
40001322	03/11/2022	PRINTED	2404	NACVSO	100.00	-	
40001665	05/12/2022	PRINTED	2244	BRYANT PIPE & SUPPLY INC	147.40	-	
40001794	05/26/2022	PRINTED	2105	OPENONLINE, LLC	365.00	-	
40001959	06/24/2022	PRINTED	783	THE DALLAS AUTO PARTS	286.33	-	
40001962	06/24/2022	PRINTED	2525	THE DALLAS NAPA AUTO PARTS	65.33	-	
40002051	07/12/2022	PRINTED	3111	LIFE MAP ASSURANCE COMPANY	596.07	-	
40002052	07/12/2022	PRINTED	3111	LIFE MAP ASSURANCE COMPANY	336.65	-	
40002059	07/12/2022	PRINTED	402	OREGON DEPT OF AGRICULTURE	356.00	-	
40002191	07/29/2022	PRINTED	479	POINTE PEST CONTROL OR LL	95.00	-	
40002438	09/01/2022	PRINTED	3111	LIFE MAP ASSURANCE COMPANY	39.44	-	
40002439	09/01/2022	PRINTED	3111	LIFE MAP ASSURANCE COMPANY	336.65	-	
40002592	09/22/2022	PRINTED	877	EMILY WILLIAMSON	75.00	-	
40002623	09/22/2022	PRINTED	878	TRACI GRIFFITH	109.86	-	
40002683	10/06/2022	PRINTED	3086	BOHN'S PRINTING, INC.	40.00	-	
40002711	10/06/2022	PRINTED	884	LEAH LOWE	330.14	-	
40002753	10/13/2022	PRINTED	2073	COLUMBIA GORGE NEWS	75.00	-	
40002828	10/20/2022	PRINTED	3035	ESTATE OF WM. L. EDDINS	1,200.00	-	
40002850	10/20/2022	PRINTED	2041	SOUTHERN WASCO CO. AMBULANCE	900.00	-	
40002908	11/02/2022	PRINTED	171	BARGEWAY PUB	1,368.00	-	
40002928	11/02/2022	PRINTED	2407	SAFE SPACE CHILDREN'S	20,000.00	-	
40002933	11/02/2022	PRINTED	2957	WAMIC MARKET LLC	16.32	-	
40002953	11/11/2022	PRINTED	740	GMI	2,082.72	-	
40002969	11/11/2022	PRINTED	479	POINTE PEST CONTROL OR LL	95.00	-	
40002984	11/11/2022	PRINTED	2817	VOIANCE LANGUAGE SERVICES LLC	25.16	-	
40002987	11/11/2022	PRINTED	2232	RON WEBBER	3,360.00	-	
40002992	11/15/2022	PRINTED	2966	CITY OF ANTELOPE	50.00	-	
40003002	11/15/2022	PRINTED	3014	NATIONAL ASSN OF COUNTIES	504.00	-	
40003010	11/15/2022	PRINTED	2440	PACWEST MACHINERY LLC	1,281.70	-	
40003013	11/15/2022	PRINTED	948	RUSSELL JONES	179.01	-	
40003022	11/15/2022	PRINTED	2957	WAMIC MARKET LLC	47.57	-	
40003047	11/17/2022	PRINTED	2232	RON WEBBER	2,310.00	-	
40003048	11/21/2022	PRINTED	2057	CIS TRUST	100.00	-	
40003059	11/21/2022	PRINTED	2156	TERMINIX	91.00	-	
40003062	11/21/2022	PRINTED	3022	TUM-A-LUM LUMBER COMPANY	63.87	-	
40003063	11/21/2022	PRINTED	953	TYGH VALLEY WATER DISTRICT	810.00	-	
40003064	11/21/2022	PRINTED	2957	WAMIC MARKET LLC	42.77	-	
40003066	11/22/2022	PRINTED	3030	AMERICAN FAMILY LIFE ASSURANCE	490.05	-	
40003067	11/22/2022	PRINTED	753	CALIFORNIA STATE DISBURSEMENT UNIT	12.50	-	
40003068	11/22/2022	PRINTED	2116	CDW GOVERNMENT INC	6,741.71	-	
40003069	11/22/2022	PRINTED	2095	EMPOWER ANNUITY INS CO OF AMERICA	200.00	-	
40003071	11/22/2022	PRINTED	3027	NATIONWIDE RETIREMENT SOLUTION	6,743.33	-	
40003072	11/22/2022	PRINTED	2199	OR PAROLE & PROBATION OFFICERS	120.00	-	
40003074	11/22/2022	PRINTED	2015	ASSOCIATION WASCO COUNTY LAW ENFORCEME	689.13	-	
40003075	11/22/2022	PRINTED	838	WASHINGTON STATE SUPPORT REGISTRY	119.00	-	
40003076	11/29/2022	PRINTED	2234	ALLSTREAM	997.74	-	
40003077	11/29/2022	PRINTED	2257	AN XSTREAM ELECTRIC LLC	210.00	-	
40003078	11/29/2022	PRINTED	2167	BEERY ELSNER & HAMMOND LLP	451.00	-	
40003079	11/29/2022	PRINTED	2419	BMS TECHNOLOGIES	3,050.70	-	
40003080	11/29/2022	PRINTED	2266	CENTURY LINK	504.92	-	

40003081	11/29/2022 PRINTED	2057	CIS TRUST	168,219.21	-
40003082	11/29/2022 PRINTED	3114	GORGE NETWORKS	122.38	-
40003083	11/29/2022 PRINTED	2032	MUTUAL OF OMAHA	2,570.42	-
40003084	11/29/2022 PRINTED	917	NIKKI LUCAS	4,400.00	-
40003085	11/29/2022 PRINTED	2060	NORTHERN OREGON CORRECTIONS	29,050.55	-
40003086	11/29/2022 PRINTED	2992	NORTHERN WASCO COUNTY P.U.D.	45.56	-
40003087	11/29/2022 PRINTED	1005	MOLLY ROGERS	29.00	-
40003088	11/29/2022 PRINTED	2351	TECHNOLOGY INTEGRATION GROUP	4,275.95	-
40003089	11/29/2022 PRINTED	510	DAVIS WRIGHT TREMAINE LLP	792.00	-
40003090	11/29/2022 PRINTED	2196	TYLER TECHNOLOGIES INC	1,347.00	-
40003091	11/29/2022 PRINTED	2302	WASHINGTON FAMILY RANCH	500.00	-
40003088	11/29/2022 PRINTED	2351	TECHNOLOGY INTEGRATION GROUP	4,275.95	-
40003082	11/29/2022 PRINTED	3114	GORGE NETWORKS	122.38	-
40003081	11/29/2022 PRINTED	2057	CIS TRUST	168,219.21	-
40003080	11/29/2022 PRINTED	2266	CENTURY LINK	504.92	-
40003078	11/29/2022 PRINTED	2167	BEERY ELSNER & HAMMOND LLP	451.00	-
40003076	11/29/2022 PRINTED	2234	ALLSTREAM	997.74	-
40003064	11/21/2022 PRINTED	2957	WAMIC MARKET LLC	42.77	-
40003047	11/17/2022 PRINTED	2232	RON WEBBER	2,310.00	-
40003022	11/15/2022 PRINTED	2957	WAMIC MARKET LLC	47.57	-
40002987	11/11/2022 PRINTED	2232	RON WEBBER	3,360.00	-
40002059	07/12/2022 PRINTED	402	OREGON DEPT OF AGRICULTURE	356.00	-
40001962	06/24/2022 PRINTED	2525	THE DALLES NAPA AUTO PARTS	65.33	-
40001794	05/26/2022 PRINTED	2105	OPENONLINE, LLC	365.00	-
40001665	05/12/2022 PRINTED	2244	BRYANT PIPE & SUPPLY INC	147.40	-
40001322	03/11/2022 PRINTED	2404	NACVSO	100.00	-
40000049	08/25/2021 PRINTED	2178	OREGON DEPARTMENT OF JUSTICE	450.00	-
				457,368.25	-

For Payroll use Human Capital Management/Payroll/End of Period/Check Reconciliation/Check Register

CHECK NUMB	CHECK DATE	CHECK TYPE	EMPLOYEE #	VENDOR NAME	UNCLEARED	CLEARED	CLEAR DATE
50000208	5/25/2022 PRINTED			4836 RONFELD, MARILYN	46.01	-	
50000226	6/10/2022 PRINTED			4836 RONFELD, MARILYN	138.01	-	
50000327	10/7/2022 PRINTED			4865 MCLUNG, KYLEIGH	117.45	-	
50000357	11/10/2022 PRINTED			4808 ROGERS, STEVEN H.	1,319.23	-	
50000359	11/18/2022 PRINTED			4376 MCCONNEL, CURT	3,801.78	-	
50000369	11/25/2022 PRINTED			4896 KINDIG, DENNIS	272.89	-	
50000370	11/25/2022 PRINTED			4615 LEWIS, HARRIETT	550.57	-	
50000371	11/25/2022 PRINTED			4759 MENDEZ, SANDRA	273.36	-	
50000372	11/25/2022 PRINTED			4836 RONFELD, MARILYN	284.91	-	
50000373	11/25/2022 PRINTED			4837 RONFELD, STEVE	284.91	-	
50000375	11/25/2022 PRINTED			4792 STILES, LORI J	387.55	-	
50000378	11/25/2022 PRINTED			4808 ROGERS, STEVEN H.	2,089.14	-	
50000379	11/25/2022 PRINTED			4868 BELL, MADISON	1,266.37	-	
					10,832.18	-	10,832.18

November 2022 Property Tax Receivable Ascend - Munis Reconciliation

Recon Mike M - 12/2/2022

Org-Obj	Obj Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Munis	Ascend-Munis
101N0000-130100	Property Taxes Principal Receivable		438,749.65	12,530,829.10	11,510,532.49	1,459,046.26	1,459,046.26	-
101N0000-130110	Property Taxes Interest Receivable		4,631.48	22,909.67	22,299.54	5,241.61	5,241.61	-
101N0000-130120	Miscellaneous Receivable		26,240.81	11,409.68	12,673.81	24,976.68	24,976.68	-
706N0000-130100	Property Taxes Principal Receivable		67,108.42	1,922,129.65	1,765,641.14	223,596.93	223,596.93	-
706N0000-130110	Property Taxes Interest Receivable		503.27	2,366.25	2,323.46	546.06	546.06	-
707N0000-130100	Property Taxes Principal Receivable		25,473.26	727,875.73	668,632.74	84,716.25	84,716.25	-
707N0000-130110	Property Taxes Interest Receivable		190.28	897.34	881.01	206.61	206.61	-
801N0000-130100	Property Taxes Principal Receivable		366.50	9,780.31	8,989.28	1,157.53	1,157.53	-
801N0000-130110	Property Taxes Interest Receivable		3.97	18.66	18.17	4.46	4.46	-
802N0000-130100	Property Taxes Principal Receivable		56,389.79	1,936,555.01	1,775,723.31	217,221.49	217,221.49	-
802N0000-130110	Property Taxes Interest Receivable		662.83	3,139.37	3,069.01	733.19	733.19	-
803N0000-130100	Property Taxes Principal Receivable		288.34	7,164.71	6,590.39	862.66	862.66	-
803N0000-130110	Property Taxes Interest Receivable		2.98	14.59	14.15	3.42	3.42	-
804N0000-130100	Property Taxes Principal Receivable		47,281.05	1,355,863.95	1,245,463.60	157,681.40	157,681.40	-
804N0000-130110	Property Taxes Interest Receivable		501.76	2,479.20	2,413.29	567.67	567.67	-
806N0000-130100	Property Taxes Principal Receivable		271.02	6,982.06	6,419.48	833.60	833.60	-
806N0000-130110	Property Taxes Interest Receivable		2.75	13.83	13.44	3.14	3.14	-
807N0000-130100	Property Taxes Principal Receivable		19,677.91	-	6,941.11	12,736.80	12,736.80	-
807N0000-130110	Property Taxes Interest Receivable		854.72	2,639.67	2,703.72	790.67	790.67	-
808N0000-130100	Property Taxes Principal Receivable		390,932.81	11,593,320.41	10,645,533.55	1,338,719.67	1,338,719.67	-
808N0000-130110	Property Taxes Interest Receivable		4,125.25	20,452.60	19,903.39	4,674.46	4,674.46	-
809N0000-130100	Property Taxes Principal Receivable		384.90	9,525.23	8,762.58	1,147.55	1,147.55	-
809N0000-130110	Property Taxes Interest Receivable		4.22	19.95	19.40	4.77	4.77	-
810N0000-130100	Property Taxes Principal Receivable		51,174.03	1,310,277.66	1,205,177.31	156,274.38	156,274.38	-
810N0000-130110	Property Taxes Interest Receivable		679.05	2,760.11	2,779.19	659.97	659.97	-
812N0000-130100	Property Taxes Principal Receivable		8,096.80	211,678.43	194,636.76	25,138.47	25,138.47	-
812N0000-130110	Property Taxes Interest Receivable		82.92	418.41	406.68	94.65	94.65	-
814N0000-130100	Property Taxes Principal Receivable		190.52	4,724.96	4,345.51	569.97	569.97	-
814N0000-130110	Property Taxes Interest Receivable		1.99	9.14	8.84	2.29	2.29	-
817N0000-130100	Property Taxes Principal Receivable		3.81	-	-	3.81	3.81	-
817N0000-130110	Property Taxes Interest Receivable		0.03	-	-	0.03	0.03	-
818N0000-130100	Property Taxes Principal Receivable		71,212.70	1,830,624.84	1,683,656.32	218,181.22	218,181.22	-
818N0000-130110	Property Taxes Interest Receivable		761.24	3,747.94	3,648.72	860.46	860.46	-
819N0000-130100	Property Taxes Principal Receivable		5,516.43	272,171.79	248,933.50	28,754.72	28,754.72	-
819N0000-130110	Property Taxes Interest Receivable		-	109.23	103.37	5.86	5.86	-
830N0000-130100	Property Taxes Principal Receivable		228.68	5,735.09	5,273.89	689.88	689.88	-
830N0000-130110	Property Taxes Interest Receivable		1.39	7.73	7.41	1.71	1.71	-
831N0000-130100	Property Taxes Principal Receivable		3,382.89	91,751.35	84,327.58	10,806.66	10,806.66	-
831N0000-130110	Property Taxes Interest Receivable		26.12	119.68	118.47	27.33	27.33	-
832N0000-130100	Property Taxes Principal Receivable		13,311.80	341,228.01	313,842.79	40,697.02	40,697.02	-
832N0000-130110	Property Taxes Interest Receivable		99.21	469.35	460.21	108.35	108.35	-
833N0000-130100	Property Taxes Principal Receivable		3,648.91	97,993.76	90,076.19	11,566.48	11,566.48	-
833N0000-130110	Property Taxes Interest Receivable		24.83	124.12	121.06	27.89	27.89	-
835N0000-130100	Property Taxes Principal Receivable		130.68	(0.05)	35.26	95.37	95.37	-
835N0000-130110	Property Taxes Interest Receivable		1.70	7.63	7.27	2.06	2.06	-
836N0000-130100	Property Taxes Principal Receivable		148,995.43	4,670,465.94	4,286,236.44	533,224.93	533,224.93	-
836N0000-130110	Property Taxes Interest Receivable		1,102.21	5,235.72	5,134.97	1,202.96	1,202.96	-
851N0000-130100	Property Taxes Principal Receivable		4,254.48	142,950.30	131,105.02	16,099.76	16,099.76	-
851N0000-130110	Property Taxes Interest Receivable		41.49	175.57	173.77	43.29	43.29	-
852N0000-130100	Property Taxes Principal Receivable		503.81	13,120.46	12,063.01	1,561.26	1,561.26	-
852N0000-130110	Property Taxes Interest Receivable		3.68	17.29	16.98	3.99	3.99	-
853N0000-130100	Property Taxes Principal Receivable		3,792.33	98,455.58	90,540.70	11,707.21	11,707.21	-
853N0000-130110	Property Taxes Interest Receivable		29.28	135.42	133.22	31.48	31.48	-
854N0000-130100	Property Taxes Principal Receivable		142,704.04	4,253,455.40	3,905,502.02	490,657.42	490,657.42	-
854N0000-130110	Property Taxes Interest Receivable		1,093.02	5,023.53	4,952.97	1,163.58	1,163.58	-
856N0000-130100	Property Taxes Principal Receivable		1.41	-	-	1.41	1.41	-
856N0000-130110	Property Taxes Interest Receivable		0.03	-	-	0.03	0.03	-
857N0000-130100	Property Taxes Principal Receivable		55,567.16	1,536,026.01	1,411,505.18	180,087.99	180,087.99	-
857N0000-130110	Property Taxes Interest Receivable		411.42	1,957.57	1,919.37	449.62	449.62	-
858N0000-130100	Property Taxes Principal Receivable		468.10	-	68.91	399.19	399.19	-
858N0000-130110	Property Taxes Interest Receivable		26.93	32.79	53.95	5.77	5.77	-
860N0000-130100	Property Taxes Principal Receivable		15,496.36	456,573.73	419,276.35	52,793.74	52,793.74	-
860N0000-130110	Property Taxes Interest Receivable		115.90	545.97	536.00	125.87	125.87	-
861N0000-130100	Property Taxes Principal Receivable		10,716.27	286,195.92	262,996.85	33,915.34	33,915.34	-
861N0000-130110	Property Taxes Interest Receivable		69.40	337.20	335.15	71.45	71.45	-

November 2022 Property Tax Receivable Ascend - Munis Reconciliation

Recon Mike M - 12/2/2022

Org-Obj	Obj Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Munis	Ascend-Munis
862N0000-130100	Property Taxes Principal Receivable		25,524.45	731,601.17	672,036.74	85,088.88	85,088.88	-
862N0000-130110	Property Taxes Interest Receivable		187.17	896.74	877.68	206.23	206.23	-
864N0000-130100	Property Taxes Principal Receivable		10,121.88	316,705.46	290,660.80	36,166.54	36,166.54	-
864N0000-130110	Property Taxes Interest Receivable		74.98	355.81	349.11	81.68	81.68	-
878N0000-130100	Property Taxes Principal Receivable		348.30	8,689.95	7,993.34	1,044.91	1,044.91	-
878N0000-130110	Property Taxes Interest Receivable		2.78	12.13	11.90	3.01	3.01	-
879N0000-130100	Property Taxes Principal Receivable		4,347.92	104,224.30	95,939.92	12,632.30	12,632.30	-
879N0000-130110	Property Taxes Interest Receivable		36.03	157.91	156.46	37.48	37.48	-
880N0000-130100	Property Taxes Principal Receivable		10,381.72	269,212.79	247,587.36	32,007.15	32,007.15	-
880N0000-130110	Property Taxes Interest Receivable		84.70	369.95	367.71	86.94	86.94	-
881N0000-130100	Property Taxes Principal Receivable		66,428.99	1,677,009.24	1,542,852.40	200,585.83	200,585.83	-
881N0000-130110	Property Taxes Interest Receivable		548.39	2,466.60	2,431.55	583.44	583.44	-
882N0000-130100	Property Taxes Principal Receivable		0.23	-	-	0.23	0.23	-
882N0000-130110	Property Taxes Interest Receivable		0.02	-	-	0.02	0.02	-
883N0000-130100	Property Taxes Principal Receivable		11,635.16	309,087.91	284,156.58	36,566.49	36,566.49	-
883N0000-130110	Property Taxes Interest Receivable		40.57	401.41	362.92	79.06	79.06	-
884N0000-130100	Property Taxes Principal Receivable		18,245.64	472,118.66	433,866.66	56,497.64	56,497.64	-
884N0000-130110	Property Taxes Interest Receivable		42.95	730.36	656.18	117.13	117.13	-

November 2022 Reconciliation of Property Tax Revenue

Mike M 12/2/2022

Munis Org-Obj	fmt_tax_year	Sum of period	August Accrual	Ascend Adjusted	Munis	Ascend - Munis
1016091I-529999		17.28		17.28	17.28	-
101N0172-410100		10,994,173.27		10,994,173.27	10,994,173.27	-
101N0172-410200		30,868.22		30,868.22	30,868.22	-
706R027E-422200		4,491.71		4,491.71	4,491.71	-
706R027E-422205		1,686,418.81		1,686,418.81	1,686,418.81	-
707R037E-422200		1,705.22		1,705.22	1,705.22	-
707R037E-422205		638,616.32		638,616.32	638,616.32	-
783R57FE-422180		7,744.20		7,744.20	7,744.20	-
783R57FE-422181		2,301.49		2,301.49	2,301.49	-
801A59FE-422200		25.49		25.49	25.49	-
801A59FE-422205		8,581.01		8,581.01	8,581.01	-
802A59FE-422200		3,956.11		3,956.11	3,956.11	-
802A59FE-422205		1,699,064.33		1,699,064.33	1,699,064.33	-
803A59FE-422200		19.87		19.87	19.87	-
803A59FE-422205		6,286.02		6,286.02	6,286.02	-
804A59FE-422200		3,337.97		3,337.97	3,337.97	-
804A59FE-422205		1,189,594.28		1,189,594.28	1,189,594.28	-
806A59FE-422200		18.88		18.88	18.88	-
806A59FE-422205		6,125.80		6,125.80	6,125.80	-
807A59FE-422200		1,359.14		1,359.14	1,359.14	-
808A59FE-422200		27,594.23		27,594.23	27,594.23	-
808A59FE-422205		10,171,620.91		10,171,620.91	10,171,620.91	-
809A59FE-422200		26.49		26.49	26.49	-
809A59FE-422205		8,357.17		8,357.17	8,357.17	-
810A59FE-422200		3,674.17		3,674.17	3,674.17	-
810A59FE-422205		1,149,601.36		1,149,601.36	1,149,601.36	-
812A59FE-422200		572.66		572.66	572.66	-
812A59FE-422205		185,720.90		185,720.90	185,720.90	-
814A59FE-422200		12.91		12.91	12.91	-
814A59FE-422205		4,145.48		4,145.48	4,145.48	-
818A59FE-422200		5,028.63		5,028.63	5,028.63	-
818A59FE-422205		1,606,140.86		1,606,140.86	1,606,140.86	-
819A59FE-422200		466.37		466.37	466.37	-
819A59FE-422205		238,794.62		238,794.62	238,794.62	-
830A59FE-422200		14.68		14.68	14.68	-
830A59FE-422205		5,031.79		5,031.79	5,031.79	-
831A59FE-422200		226.56		226.56	226.56	-
831A59FE-422205		80,499.94	-	80,499.94	80,499.94	-
832A59FE-422200		891.55		891.55	891.55	-
832A59FE-422205		299,384.28		299,384.28	299,384.28	-
833A59FE-422200		245.50		245.50	245.50	-
833A59FE-422205		85,977.10		85,977.10	85,977.10	-
835A59FE-422200		6.30		6.30	6.30	-

November 2022 Reconciliation of Property Tax Revenue

Mike M 12/2/2022

Munis Org-Obj	fmt_tax_year	Sum of period	August Accrual	Ascend Adjusted	Munis	Ascend - Munis
836A59FE-422200		9,964.63		9,964.63	9,964.63	-
836A59FE-422205		4,097,715.92		4,097,715.92	4,097,715.92	-
850A59FE-422200		68.82		68.82	68.82	-
850A59FE-422205		19,204.34		19,204.34	19,204.34	-
851A59FE-422200		270.29		270.29	270.29	-
851A59FE-422205		125,419.32		125,419.32	125,419.32	-
852A59FE-422200		33.41		33.41	33.41	-
852A59FE-422205		11,511.41		11,511.41	11,511.41	-
853A59FE-422200		253.27		253.27	253.27	-
853A59FE-422205		86,382.23		86,382.23	86,382.23	-
854A59FE-422200		9,563.95		9,563.95	9,563.95	-
854A59FE-422205		3,731,849.36		3,731,849.36	3,731,849.36	-
857A59FE-422200		3,706.66		3,706.66	3,706.66	-
857A59FE-422205		1,347,664.66		1,347,664.66	1,347,664.66	-
858A59FE-422200		32.36		32.36	32.36	-
860A59FE-422200		1,037.03		1,037.03	1,037.03	-
860A59FE-422205		400,583.59		400,583.59	400,583.59	-
861A59FE-422200		727.51		727.51	727.51	-
861A59FE-422205		251,100.56		251,100.56	251,100.56	-
862A59FE-422200		1,707.92		1,707.92	1,707.92	-
862A59FE-422205		641,884.95		641,884.95	641,884.95	-
864A59FE-422200		678.54		678.54	678.54	-
864A59FE-422205		277,867.20		277,867.20	277,867.20	-
878A59FE-422200		22.80		22.80	22.80	-
878A59FE-422205		7,624.25		7,624.25	7,624.25	-
879A59FE-422200		290.28		290.28	290.28	-
879A59FE-422205		91,443.64		91,443.64	91,443.64	-
880A59FE-422200		700.62		700.62	700.62	-
880A59FE-422205		236,199.91		236,199.91	236,199.91	-
881A59FE-422200		4,434.21		4,434.21	4,434.21	-
881A59FE-422205		1,471,361.96		1,471,361.96	1,471,361.96	-
883A59FE-422200		757.03		757.03	757.03	-
883A59FE-422205		271,185.61		271,185.61	271,185.61	-
884A59FE-422200		1,266.09		1,266.09	1,266.09	-
884A59FE-422205		414,225.91		414,225.91	414,225.91	-
		43,677,480.12		43,677,480.12	43,677,480.12	-

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

			ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
450 TRANSFERS IN									
101T01CF	452060	TRANSFER FROM FORE	-184,770	-184,770	.00	.00	.00	-184,770.00	.0%*
101T01CF	452080	TRANSFER FROM ECON	-275,000	-275,000	-275,000.00	-275,000.00	.00	.00	100.0%
203T01CF	451010	TRANSFER FROM GENE	-28,000	-28,000	-28,000.00	.00	.00	.00	100.0%
211T01CF	451010	TRANSFER FROM GENE	-17,500	-17,500	-17,500.00	.00	.00	.00	100.0%
211T01CF	452080	TRANSFER FROM ECON	-5,000	-5,000	-5,000.00	.00	.00	.00	100.0%
220T01CF	451010	TRANSFER FROM GENE	-150,457	-150,457	-75,228.00	-12,538.00	.00	-75,229.00	50.0%*
223T01CF	452030	TRANSFER FROM FAIR	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%*
322T01CF	451010	TRANSFER FROM GENE	-750,000	-750,000	-375,000.00	-62,500.00	.00	-375,000.00	50.0%*
324T01CF	452200	TRANSFER FROM 911	-30,000	-30,000	-15,000.00	-2,500.00	.00	-15,000.00	50.0%*
326T01CF	451010	TRANSFER FROM GENE	-780,084	-780,084	-390,042.00	-65,007.00	.00	-390,042.00	50.0%*
327T01CF	451010	TRANSFER FROM GENE	-781,629	-781,629	-390,814.50	-65,135.75	.00	-390,814.50	50.0%*
601T54CF	456000	TRANSFER FROM QLIF	-324,000	-324,000	-162,000.00	-27,000.00	.00	-162,000.00	50.0%*
601T54CF	456020	TRANSFER FROM QLIF	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%*
TOTAL TRANSFERS IN			-3,426,440	-3,426,440	-1,733,584.50	-509,680.75	.00	-1,692,855.50	50.6%
TOTAL REVENUES			-3,426,440	-3,426,440	-1,733,584.50	-509,680.75	.00	-1,692,855.50	
550 TRANSFERS OUT									
101T01CL	552030	TRANSFER TO COUNTY	28,000	28,000	28,000.00	.00	.00	.00	100.0%
101T01CL	552110	TRANSFERS TO MUSEU	17,500	17,500	17,500.00	.00	.00	.00	100.0%
101T01CL	552200	TRANSFER TO 911 CO	150,457	150,457	75,228.00	12,538.00	.00	75,229.00	50.0%
101T01CL	553220	TRANSFER TO CAPITA	750,000	750,000	375,000.00	62,500.00	.00	375,000.00	50.0%
101T01CL	553260	TRANSFER TO FACILI	780,084	780,084	390,042.00	65,007.00	.00	390,042.00	50.0%
101T01CL	553270	TRANSFER TO OPERAT	781,629	781,629	390,814.50	65,135.75	.00	390,814.50	50.0%
203T01CL	552230	TRANSFER TO PARKS	50,000	50,000	.00	.00	.00	50,000.00	.0%
206T01CL	551010	TRANSFER TO GENERA	184,770	184,770	.00	.00	.00	184,770.00	.0%
208T29CL	551010	TRANSFER TO GENERA	275,000	275,000	275,000.00	275,000.00	.00	.00	100.0%
208T29CL	552110	TRANSFERS TO MUSEU	5,000	5,000	5,000.00	.00	.00	.00	100.0%
220T01CL	553240	TRANSFER TO 911 EQ	30,000	30,000	15,000.00	2,500.00	.00	15,000.00	50.0%
600T54CL	556010	TRANSFER TO QLIFE	324,000	324,000	162,000.00	27,000.00	.00	162,000.00	50.0%
602T54CL	556010	TRANSFER TO QLIFE	50,000	50,000	.00	.00	.00	50,000.00	.0%
TOTAL TRANSFERS OUT			3,426,440	3,426,440	1,733,584.50	509,680.75	.00	1,692,855.50	50.6%
TOTAL EXPENSES			3,426,440	3,426,440	1,733,584.50	509,680.75	.00	1,692,855.50	
GRAND TOTAL			0	0	.00	.00	.00	.00	.0%

** END OF REPORT - Generated by Mike Middleton **

PERS Recap
For the Year Ended 6/30/2023
Create using PERS Monthly Invoice
Wasco County

	PERS WAGES	6% EMPLOYEE PERS SHARE	EMPLOYERS SHARE	PERS Units	Social Security	Rounding	Adjustments	Total Remittance	PERS Invoice	variance
JULY	706,360.87	39,702.65	71,144.40		-	(0.15)	6,802.83	117,649.73	117,649.73	-
AUGUST	677,446.37	48,396.28	63,774.51		-	(0.11)	(24.75)	112,145.93	112,145.93	-
SEPTEMBER	709,927.42	41,703.56	76,723.98		-	(0.11)	1,361.36	119,788.79	119,788.79	-
OCTOBER	669,666.40	39,442.57	73,044.75		-	(0.11)	(955.62)	111,531.59	111,531.59	-
NOVEMBER	718,201.79	42,206.05	77,285.55		-	0.08	(181.52)	119,310.16	119,310.16	-
DECEMBER	-	-	-		-	-	-	-	-	-
JANUARY	-	-	-		-	-	-	-	-	-
FEBRUARY	-	-	-		-	-	-	-	-	-
MARCH	-	-	-		-	-	-	-	-	-
APRIL	-	-	-		-	-	-	-	-	-
MAY	-	-	-		-	-	-	-	-	-
JUNE	-	-	-		-	-	-	-	-	-
Total	3,481,602.85	211,451.11	361,973.19	-	-	(0.40)	7,002.30	580,426.20	580,426.20	-

PERS Units
Emp# 4096 2.32 per month
 2.32

November Adjustments	
Holeman- elections worker	156.55
Thomas	(210.71)
Rogers	(169.08)
Carey sorenson	59.94
Prior years adjustment	(18.22)
	<u>(181.52)</u>

November 2022 Bank Reconciliation

	Main Checking Bank	Munis Total
Begininnng Balance	1,198,319.81	1,188,112.31
Credits		
Deposits	47,361.23	Debit
Withdrawals		
Checks	55,964.98	27,151.09 Credit
Ending Balance	1,189,716.06	1,160,961.22

Deposits in Transit -
Outstanding Checks \$28,754.84

Adjusted Balance	1,160,961.22	1,160,961.22
Variance	-	
Mike M 12/20/22		

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUM	VENDOR NAME	0.00	CLEAR DATE
7	08/25/2021	PRINTED	578	CABLE HUSTON	10,157.50	
140	11/17/2022	PRINTED	3148	ARISTO NETWORKS	7,466.40	
143	11/17/2022	PRINTED	3151	COMMSTRUCTURE	5,803.75	
146	11/29/2022	PRINTED	3151	COMMSTRUCTURE	2,180.00	
147	11/29/2022	PRINTED	2398	GOVERNMENT ETHICS	329.30	
148	11/29/2022	PRINTED	3153	GRAYBAR	1,207.92	
149	11/29/2022	PRINTED	2992	NORTHER WASCO PUD	109.97	
150	11/29/2022	PRINTED	967	THE HARTFORD	1,500.00	

\$28,754.84

	LGIP Account Bank	
Beginning Balance	1,533,939.24	1,533,939.24
Deposits	-	
Dividends/Interest	3,372.57	3,372.57
Withdrawals		
Other Decreases		
Ending Balance	1,537,311.81	1,537,311.81

Equity in Shared Pool *.110000			
Munis 600	Munis 601	Munis 602	
80,646.43	2,520,998.54	91,225.56	2,692,870.53
101.18	3,156.73	114.66	3,372.57

80,747.61	2,524,155.27	91,340.22	2,696,243.10
600Q5499	601Q5499	602Q5499	417100
3.0%	93.6%	3.4%	
Interest Allocation Rate			



AGENDA ITEM

Waste Wizard

[STAFF MEMO](#)

[METRICS](#)

[ROUTEWARE CONTRACT RENEWAL](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: RECOLLECT WASTE WIZARD APP CONTRACT RENEWAL FOR TRICOUNTY HAZARDOUS WASTE & RECYCLING PROGRAM WEBSITE

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MORGAINE RIGGINS

DATE: 1/10/2022

BACKGROUND INFORMATION:

The Tri-County Hazardous Waste & Recycling Program is looking to renew our contract for the Waste Wizard tool displayed on our homepage. This tool allows users in the Tri-County area to discover how to dispose of certain items or materials by searching through the extensive database. The goal of this tool is to work towards reducing contamination in our communities by keeping up to date on what is recyclable in our area, as well as where and how to dispose of each item. Not only does this tool contain information on recyclables, it also tells users how to get rid of items that are hazardous waste, garbage, or compost. Furthermore, users can view our hazardous waste collection event schedule and sign up to get email or phone reminders of upcoming events.

Since the tool went live on April 21st 2022, we have had 1,770 material views with 843 new user sessions, and 957 total user sessions. The top items we see searched are Latex Paint, Disposable Batteries, Motor Oil, Televisions, Plastic Detergent Bottle, Medications, Mattresses, and Fluorescent Tubes. Number of users and searches tends to increase around hazardous waste events, specifically when registration for our Hood River and The Dalles events is available on our website. While the number of users has decreased over the past month, we would like to collect more than a years' worth of data to observe whether this tool is beneficial for our community. With continual promotion of the tool through our newsletter, social media, and other platforms, we aim to make the tool ubiquitous to the public. By continuing our contract with ReCollect for the Waste Wizard, we are able to provide a singular location for residents of the Tri-County area to inform themselves of how and where to dispose of their materials.

The annual contract price comes to \$7,529.76.

Attached: Feb 2023 Routeware Contract Renewal For Wasco County OR PDF, Waste Wizard Metrics PDF

Waste Wizard Metrics

Tri-County Hazardous Waste & Recycling Program

541-506-2529 | info@tricityrecycle.com | - Serving Hood River, Wasco, and Sherman Counties in the Columbia River Gorge -

Tri-County
Hazardous Waste & Recycling Program

About Us | Gallery | Contact

Home | Hazardous Waste | Recycling | Managing My Materials | Healthy Home | Resources | Grants

Check out our 2023 hazardous waste collection schedule by using the Waste Wizard Calendar!

Waste Wizard | English | Share

Wizard | Calendar | Need help?

Please select your county:

- Wasco County
- Sherman County
- Hood River County

Privacy | Terms of Service | Cookie Policy

List of Materials | Powered by RSCollect

Register Here for Hazardous Waste Collection in Hood River & The Dalles

5/19 Hood River
5/20 The Dalles

Households

Businesses

Waste Wizard

Select Community

Export Data

Last 7 Days

Metrics

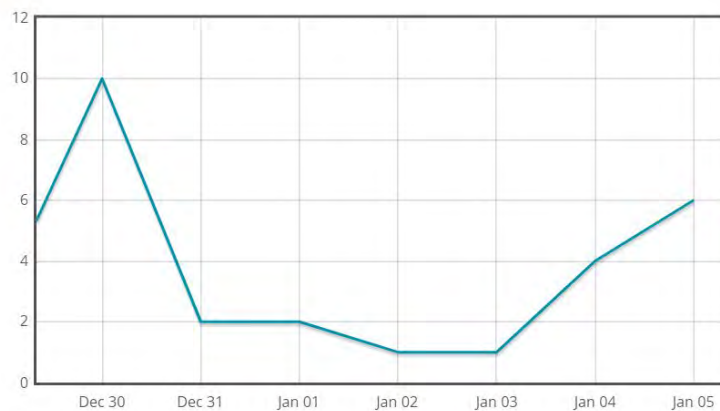
About Analytics Data

Chart

29
Material views

16
User sessions

14
First-time visitors



Material views

Help

Waste Wizard

Select Community ▾

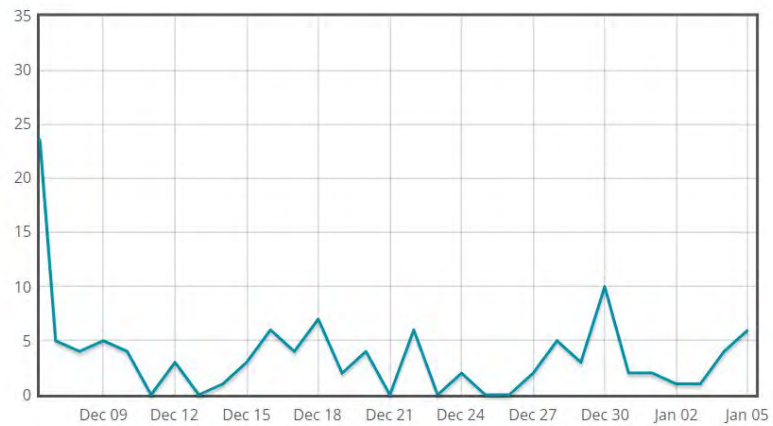
Export Data

Last 30 Days ▾

Metrics

About Analytics Data

Chart



Waste Wizard

Select Community ▾

Export Data

Apr 21, 2022 - Jan 05, 2023 ▾

Metrics

About Analytics Data

Chart



Views	Title
333	Paint - Latex (Full or Partially Full)
191	Battery (Disposable)
80	Motor Oil
59	Television
55	Plastic Detergent Bottle
54	Medications (Prescription and Over-The-Counter)
40	Mattress
34	Fluorescent Tube
34	Antifreeze
33	Stain
31	Fluorescent Bulb (CFLs)
29	Laptop

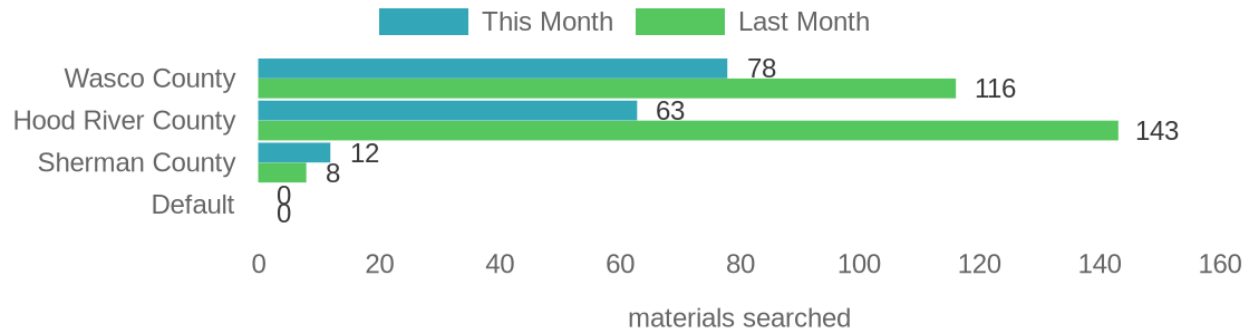
		Hood River County
Paint - Latex (Full or Partially Full)	196	
Battery (Disposable)	156	Hood River County
Paint - Latex House Paint (Full or Partially Full)	136	Wasco County
Plastic Detergent Bottle	51	Wasco County
Motor Oil	41	Wasco County
Television	40	Hood River County
Motor Oil	38	Hood River County
Battery (Disposable)	36	Wasco County

Medications (Prescription and Over-The-Counter)	34	Wasco County
Mattress	25	Wasco County
Plastic Bag	23	Hood River County
Battery (Rechargeable)	21	Hood River County
Antifreeze	21	Wasco County
Laptop	21	Hood River County
Stain	20	Hood River County
Fluorescent Tube	19	Hood River County
Medications (Prescription and Over-The-Counter)	18	Hood River County
Fluorescent Bulb (CFLs)	17	Hood River County
Microwave	17	Hood River County
Television	14	Wasco County
Desktop Computer	14	Hood River County
Fluorescent Bulb (CFLs)	14	Wasco County
Desktop Computer	13	Wasco County
Fluorescent Tube	13	Wasco County
Antifreeze	13	Hood River County
Gas	12	Hood River County

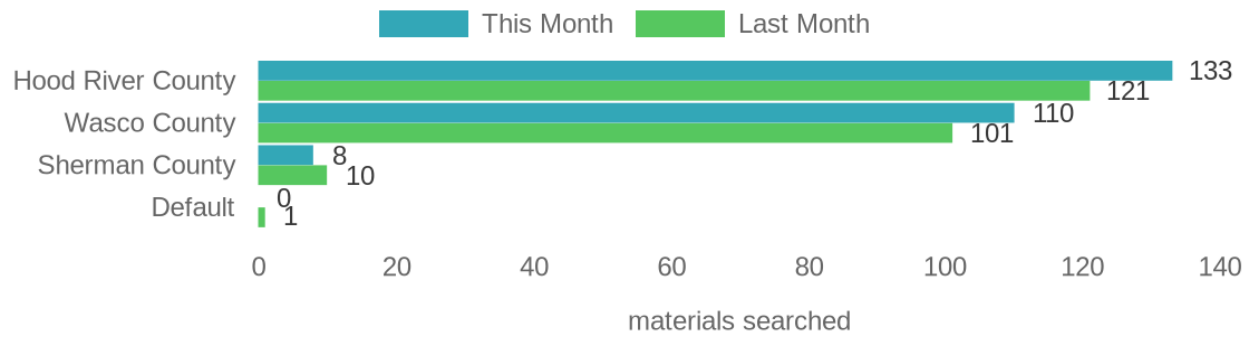
Pesticides, Garden Chemicals, and Fertilizers	12	Hood River County
Sharps	11	Wasco County
Propane Tank	11	Hood River County
Refrigerator	11	Wasco County
Corrugated Cardboard	11	Hood River County
Printer	11	Hood River County
	9	Hood River County
Furniture	9	Wasco County
Microwave	9	Wasco County
Mattress	9	Hood River County
Pizza Box (Greasy)	9	Wasco County
Cell Phone	8	Hood River County
Sharps	8	Hood River County
Light Bulb (Not CFL)	8	Hood River County
Battery (Car)	8	Hood River County
Stain	8	Wasco County
Aerosol Can (Full or Partially Full)	8	Hood River County
Pesticides, Garden Chemicals, and Fertilizers	8	Wasco County
Laptop	8	Wasco County

Refrigerator	7	Hood River County
Household Cleaner	7	Wasco County
Aerosol Can (Full or Partially Full)	7	Wasco County
Paint - Oil (Full or Partially Full)	7	Hood River County
Plastic Tubs and Lids	7	Hood River County
Paint Can (Empty)	7	Hood River County
	7	Wasco County
Gable Top Carton	7	Hood River County
Battery (Rechargeable)	7	Wasco County
Helium Tank	7	Hood River County
Sanitizing Wipe	6	Wasco County
	6	Hood River County
Light Bulb (Not CFL)	6	Wasco County
Plastic Bottle	6	Wasco County
Cardboard Can	6	Sherman County
Refrigerator	6	Sherman County
Styrofoam	6	Wasco County
Paint Can (Empty)	6	Wasco County

December Searches



November Searches





Order Form

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Order #: Q-04164-1
Term: 12 Months
Date: 12/29/2022, 9:17 PM
Expires On: 2/2/2023

Ship To

Morgaine Riggins
Wasco County Oregon
2705 East Second Street
The Dalles, Oregon 97058
United States
+1 541-506-2770
morgainer@co.wasco.or.us

Bill To

Wasco County Oregon
2705 East Second St
The Dalles, Oregon 97058
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Kyle Douglass	(503) 906-8513	kdouglass@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

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Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Event Calendar	Per Month	1.00	USD 79.29	USD 79.29
ReCollect Multi-Community Waste Wizard	Per Month	1.00	USD 548.19	USD 548.19
Support Fees TOTAL:				USD 627.48

Payment Terms -

Support Fees: Due annually in advance per Support Plan terms and conditions

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients>

Password: XXXXXXXXXX

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Wasco County Oregon

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware Global

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Kyle Douglass at kdouglass@routeware.com or fax to (503) 906-8544

Reviewed By:



MOTION

SUBJECT: Waste Wizard Contract Renewal

I move to approve Order #Q-04164-1 renewing Wasco County's agreement with Routeware Global for a period of 12 months.



AGENDA ITEM

Sirosis Park Update

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

EDC Annual Projects List

[STAFF REPORT](#)

[APPROVAL REPORT](#)

**Wasco County Economic Development Commission
Report to the Wasco County Board of Commissioners**

January 2023

Vibrant and Diverse Local Economy

- **Brownfield Coalition Grant:** Staff coordinated a meeting with the Brownfield Coalition project team in October to discuss project progress and the group determined there was a small amount of funding that could support some additional projects. Staff is conducting outreach to the smaller communities about the resources still available. The program is currently working with or has completed projects for 15 sites in the County. There may be room for two or three additional sites before spend out of the existing funding is complete.
- MCEDD also applied for additional brownfield assessment funds as the current grant has not expended enough of the committed funds to qualify for additional resources to date. MCEDD's application was for \$1M to support the five-county region, with Wasco County participating as a coalition partner again. Properties from throughout the County would be eligible for these resources.
- **Wasco County Innovation Initiative (WII):** The leadership group (Port, CGCC/SBDC, EDC/MCEDD, EC Works, Business Oregon, Regional Solutions) is working collaboratively toward implementation of the next phase of this project focused on information gathering and outreach. The team is completing its ecosystem assessment drafts. Staff is coordinating with South Wasco Alliance who is conducting more targeted outreach in South County with support from the Collins Foundation that can feed into the assessments before finalizing them. The group is also exploring programming opportunities to support businesses in engaging in the innovation economy with existing funding as well as exploring more resources.
- MCEDD was successful in its application for a Regional Innovation Hub Planning Grant from Business Oregon that will support further connecting this WII work to regional strategies and increasing access to resources for implementation. MCEDD hired EcoNW to conduct this assessment and they are in the research phase. Our first steering committee meeting for this effort is scheduled for later in January where we will talk about best practices and a vision for an innovation hub in the region.
- WII has hosted three successful Innovators Drinks events in The Dalles as well as Small Business Chat at the South Wasco Connect event in Maupin. The most recent was held at Wines on Second featuring Kiara Kashuba of Gorge Farmers Collective, Keri Weed from Gorge Cosmetology School, and Matt Hensel of Wines on Second. These events are intended to provide opportunities for attendees to connect and celebrate innovative work happening in Wasco County. Takeaways focused on persistence and patience in dealing with business shifts, clearly outlining value to members and customers to support engagement, and challenges accessing needed workforce.
- Staff participated in Main Street Mosier's Business Committee gathering in the fall that included about 30 Mosier area business owners and residents. Discussion focused on workforce challenges, housing affordability for workers, and opportunities for developing a strong network for support. The Committee is interested in supporting staff in developing a Business Siting Guide for Mosier during the next update for that tool.

Robust Infrastructure: Broadband, Water/Wastewater

- Staff has focused significant time on outreach for the broadband speed survey during summer and fall. This has included delivering paper surveys and outreach materials to rural communities and other locations throughout the County, tabling at the Farmer's Markets in both The Dalles and Tygh Valley, and significant direct email outreach asking partners to share the survey with their networks. We had 130 responses from Wasco County. Key takeaways continued to focus on reliability and access challenges, but also highlighted that about one third of respondents are using their connections for home-based businesses and remote work.
- The Wasco County Broadband Action Team (BAT) held a meeting November 3rd. Staff prepared a presentation with findings from the Regional Broadband Survey for Wasco County and the group discussed additional outreach around the speed tests, engaging the community around ensuring their equipment is getting the best out of their connections as well as the affordable connectivity program, and continuing to prepare for potential funding streams.
- Staff will continue to focus on increasing the number of speed tests that are taken in the County on the [Faster Internet Oregon](#) platform to support more robust data. Staff continues to explore additional outreach channels with partners to increase reach.
- Staff supported outreach around the FCC's new [National Broadband Map](#) challenge process that will have a significant impact on the Broadband Equity, Access, and Deployment fundings allocated to each state.
- Staff supported comment submission for Wasco County, QLife, and MCEDD on Business Oregon's proposed Broadband Technical Assistance Program and their ARPA Capital Projects Grant Program. These focused on making the programs useful for rural communities and supporting a strong community connection for any infrastructure grants.
- Staff attended the Oregon Connections Conference as well as the Oregon Brownfield and Infrastructure Summit in October. Both focused on the significant amount of federal funding that is coming to the States for utilization in infrastructure deployment. For broadband, there will be a year-long planning process before the majority of funding becomes available to the State. Staff will support robust engagement in Wasco County to ensure that local needs are reflected in this effort. For water and wastewater, the State revolving loan funds for clean water and safe drinking water will receive additional resources along with a requirement that 49% of those resources are given as grants over five funding years. Accessing this resource will require up to date plans and projects ready for funding. Staff will work to support our smaller communities and districts in preparing for these resources.
- The Pine Grove Water District completed their water source improvement feasibility study and participated in a one-stop meeting with the funding agencies to discuss resources for building a new water source to address the declining water pressure in their current well. Staff is supporting the District in exploring the best funding package considering funding requirements, timing, and financing rates. Estimated project cost is \$2.26 million.
- Tooley Water District (42 connections) completed their feasibility study to address high levels of nitrates in their water system. Their preferred alternative is to develop a new water source

What are the primary reasons you use the internet?	%
Communication (email, video calls, etc.)	96%
Work from home for yourself (Home based business),	34%
Work from home for an employer (Remote work),	37%
General information/research,	82%
Entertainment (TV/videos, music, gaming, etc.),	82%
Remote education (taking online courses/distance learning)	36%
, Daily business operations (organizational software, POS systems, etc.),	12%
Telehealth services	33%

that would have reduced contamination, but the cost is well over \$1.14 million. With assistance from Business Oregon, staff was able to connect this district to additional technical assistance through a new EPA program that will help them work through technical feasibility, consider rates, and other necessary efforts to move the district forward.

- Wamic Water and Sanitary is interested in restarting discussions about implementation for their wastewater feasibility study completed during 2020. Staff met with the District Board to discuss next steps in October and again in December with Rural Community Assistance Corporation (RCAC) to explore strategies to move forward. Staff will be working with the District and RCAC to update costs for their wastewater system feasibility study and support completing an updated water system feasibility study.

Community Capacity, Information Source, and Advocacy

- Staff participated in the first South Wasco Alliance Economic and Workforce Development Collaborative meeting. Those that attended were agency or community representatives working in South Wasco County. The group discussed prioritizing housing and agritourism as initial focus areas as well as supporting outreach around Maupin's November 5th Community Visioning Session.
- Staff attended the November 5th Maupin Community Visioning Session to provide support for the Economic Development discussions. They focused on main street revitalization, better connecting businesses with support services, and increasing tourism impact on small businesses in Maupin. The session had a strong turnout and diverse discussion on the broader community goals. A second session is scheduled for mid-January.
- Staff is working closely with the Port of The Dalles, EDC Representative from the area Tonya Brumley, Dufur City Council Member Josiah Dean, and several additional steering committee members to support an update to the Dufur City Vision and Action Plan developed in 2016 with our support. Staff has supported several Steering Committee meetings, worked with the group to develop outreach materials, and a community survey. On November 15th the Dufur School hosted the first community visioning session. The 32 attendees focused on a vision for the City and updating goal areas. A second meeting will occur later in January. A big thank you to Jennifer and Tonya for their support on this project!
- Staff met with South Wasco Alliance and Tygh School Community Center to engage in discussions about TSCC's business model and opportunities for changes to support sustainability. They are working to prepare for a Ford Family Foundation technical assistance grant to help develop an approach that would increase access to services, create a path for necessary building improvements, and enhance the sustainability of the TSCC organization. Staff will engage in this process as appropriate as well as work with them throughout to identify potential funding resources for next steps.
- Staff met with The Dalles Art Center to discuss the new pocket park they are proposing for downtown The Dalles and is working with them to identify potential funding resources for the project.
- Staff has been participating in the NWCD21 Community Bond Committee meetings discussing needs for a new high school facility as well as cost estimates and tax implications for a capital bond in district.
- Staff participated in the League of Oregon Cities Small Cities meetings held in Mosier and Maupin this fall and winter. Topics for discussion focused on congressionally directed spending and housing.

General EDC Activities:

EDC staff provided the following support services:

- Staff supported the CEP process as outlined in the attached memos.
- Staff supported EDC officer elections. Chair Megan Thompson continues to serve in that role and Lisa Farquharson has taken over as Vice Chair. Thank you to Nan Wimmers for her service in the leadership team!
- Staff posted and distributed the Position 10 opening, but no interest forms were received.

By The Numbers

Source: Oregon Employment Department

- Unemployment rate (seasonally adjusted)

	Nov 2022	Oct 2022	Nov 2021
Oregon	4.4%	4.1%	4.2%
Wasco County	3.9%	3.7%	4.5%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	Nov 2022	Change -month-	Change -year-	% Change -year-
Oregon	1,987,700	8,500	79,800	4.2%
Wasco County	10,170	10	600	0.6%

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

802 Chenoweth Loop Road, The Dalles, OR 97058 ♦ 541-296-2266 ♦
www.co.wasco.or.us/businesses/economic_development_commission/index.php

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: January 10, 2023

Subject: Prioritized 2023 Wasco County Community Enhancement Projects

Action Requested:

- The Wasco County Economic Development Commission requests input and acknowledgement by the Wasco County Board of Commissioners of its prioritized list of 2023 Wasco County Community Enhancement Projects and Priority Issues.

Community Enhancement Projects

The Community Enhancement Projects process provides an opportunity for a formal dialogue with communities and organizations as well as providing a platform to highlight key priority projects from around the County as they seek funding or support from a variety of agencies. This process also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic vitality of Wasco County and its communities.

The EDC utilizes local project prioritization meetings for initial information gathering. EDC staff met with organizations in Dufur, The Dalles, Maupin, Mosier and unincorporated South Wasco County during November to discuss local projects and each community's priorities for the upcoming year. The communities developed a list of their top three to five economic development related projects to move forward to the county-wide ranking process that took place at the December 1st EDC meeting. Through this process the EDC received information on 55 projects from 26 entities. The full list of projects and community rankings is included in Attachment B.

The EDC Chair and staff then developed a draft ranking taking into account local prioritization and the following criteria:

- **Address specific economic development challenge or opportunities:** Emphasize projects that support a vibrant local economy, community sustainability, and economic competitiveness.
- **Prioritization of Critical Infrastructure:** Focus on core infrastructure with a broad definition that includes services that address community viability and vitality into the future.
- **Readiness to Proceed:** Community is supportive of moving the project forward as shown by commitment of financial and/or human capital. The project has a feasible path forward to funding.
- **Impact/Timeliness of Inclusion:** Is the project actively seeking funding? Are their regulatory or political challenges that inclusion can support addressing? Does inclusion in the EDC ranking have an impact on the project's strategy for moving forward this year?

The full EDC then discussed the draft prioritization and shifted the ten ranked projects to further reflect consideration of the criteria noted above at its December 1st meeting. Considerations for revising prioritization also included:

- Timing for project progress or funding already secured with deadlines for expenditure
- Opportunities to show support for critical projects requiring additional advocacy to move forward with funding or processes.
- Continued focus on prioritization of critical infrastructure as a foundation for development.
- Discussion of geographic balance across Wasco County to ensure that priorities expressed from across the county are incorporated and represented in the outcome of this process.

Priority Issues

The EDC again included priority issues in its process as a way to highlight areas that will impact Committee workplans as EDC Commissioner and staff engagement in 2023. Not all of these issues are appropriate for the EDC to take a leadership role on, but this designation and discussion would provide a foundation for the EDC to participate in and support strategies to address these issues. As there are opportunities identified the EDC may provide some technical assistance to support project development in these focus areas.

Priority issues are distinct from the projects in that they:

- Show a focus on the challenge to support long term economic opportunity in the County that has significant complexity in identifying strategies or solutions to make progress.
- No clear ownership of a discreet solution to the challenge or opportunity at this point.
- Opportunity for EDC to take leadership on, or participate in other forums, around these issues to identify potential policy strategies or projects in the issue area.

Staff has included the issues prioritized at our discussion in December in the attached priorities for consideration.

Next Steps

After the County Commission provides input and acknowledgement of a final list, staff will incorporate the list into the updated Wasco County EDC Strategic Action Plan and provide it to Mid-Columbia Economic Development District for inclusion in the regional Comprehensive Economic Development Strategy.

Attachment A: 2023 Community Enhancement Projects Proposed Ranking

<i>Rank</i>	<i>Project Sponsor</i>	<i>Project</i>
1	Columbia Gorge Community College	<u>Columbia Gorge Childcare Center (CGCC):</u> There continues to be a serious shortage of qualified childcare. CGCC completed a feasibility study as the first step in developing a public childcare center and to improve workforce training available to childcare providers. CGCC is working with local partners for both potential locations and ongoing engagement. They are also increasing the size of the proposed center to 200 slots to reduce the subsidy needed based on economies of scale. CGCC has approximately \$1.75 million in ARPA funds allocated by the State for this project and will likely seek additional resources if the project is able to move forward.
2	Q-Life	<u>Cascades East Interconnection Colocation Facility +Fiber Expansion:</u> In the Northwest, major colocation points are in areas threatened by the Cascadia Subduction. This would mean that the internet was largely inaccessible in the event of a subduction event. Q-life is developing an improved colocation facility in The Dalles where providers and emergency communications networks can meet and access scalable communication paths. They completed initial designs for the facility with a cost estimate of approximately \$1 million. Additionally, Q-Life is working to ensure that communities across the County are connected via fiber to support strong last mile connection opportunities.
3	City of Mosier	<u>Joint Use Facility:</u> The City of Mosier and the Mosier Fire District are partnering to develop a joint use facility that will include a City Hall, Fire Hall, and multipurpose community space in downtown Mosier on the North side of Highway 30. The building will house a fire station, city hall offices, and community meeting center. In addition to these core functions, the approximately 10,000 sf building will include a kitchen, restrooms, public works garage, storage, outdoor plaza, and parking. The estimated total project has escalated to \$8.4 million with rising costs. They anticipate needing an additional \$1.2 million and are still aiming to break ground in 2023.
4	City of Maupin	<u>Water System Improvements:</u> The City's water source is a spring that feeds into the system with a single, above ground 6" pipe that is 40 years old, failing and vulnerable to natural hazards. Additionally, the City needs to update and resurface its reservoir and infrastructure in East Maupin to increase fire flows and open up additional land for development. Cost estimate for these improvements is approximately \$10 million.
5	City of Dufur	<u>Drinking Water System Improvements:</u> The City of Dufur currently gets fresh drinking water from a well that is not sufficient to support their community. To acquire adequate drinking water for community members the City will need to drill a new well, build sufficient water storage and construct a dedicated waterline. In addition, the city will be assessing the state of the current fresh water well and addressing what usage options are available. The cost estimate is \$5 million.

6	City of The Dalles, Klickitat County, CGCC	<u>Aviation Maintenance Training Hangar (CGCC, City of The Dalles, Klickitat County):</u> City of The Dalles and Klickitat County are co-applicants for a successful \$2.8 million EDA funding request to match a \$700,000 local commitment to support college training program hangar and industrial park development at Columbia Gorge Regional Airport. Cost escalation since EDA proposal was submitted two and a half years ago has resulted in a projected shortfall of \$1.9 million however. Klickitat County is seeking \$500,000 grant from Washington State Department of Commerce with Sen. Murray's office encouraging a congressionally directed spending request to resolve the balance as well as additional resources.
7	Wy'East Resource Conservation and Development	<u>Dufur Rural Innovation (DRI) Hub:</u> Wy'East RC&D has partnered with Bonneville Environmental Foundation, Forth, and Sustainable NW to establish the Dufur Rural Innovation (DRI) Hub. The DRI Hub will promote the use of electric farming equipment and vehicles in the area to support innovative agricultural practices. The Hub partners have received a congressionally directed spending allocation but are continuing to seek the final match to allow them to access the full \$1.5 million in federal funding. The estimated funding needed is \$200,000- \$500,000.
8	Wasco County Soil and Water Conservation District	<u>Fifteenmile Managed Underground Water Storage:</u> Wasco County Soil and Water Conservation District is looking at creating a managed underground water storage facility to counter the low stream flows and summer high temperatures in the Fifteenmile watershed. The District is moving forward with construction drawings and the current estimated build out costs at \$1 million to \$1.2 million.
9	Northern Wasco County Park and Recreation District	<u>Sorosis Park Redevelopment-Phase 2:</u> After the removal of the mature pine trees at the park, NWCPRD is planning significant improvements to the space to meet current and future needs. The next phase of this plan is to replace Tree Top Playground with a new play structure and additional shade structures around it. Estimated cost for the project is between \$700,000 and \$900,000 for this project with \$200,000 in local matching funds already identified.
10	Pine Grove Water District	<u>Pine Grove Water Source Development:</u> The Water District is moving through the process to seek funding for developing a new water resource to support this community in having a more resilient system that improves necessary fire flows in this fire prone area of the county. Total project cost is estimated at \$2.26 million.

Priority Issues:

- **Issue: Developable Land.** As communities across the County continue to develop what land is available and ready for investment, there is a need to focus on ensuring that areas within urban growth boundaries, urban area boundaries, or appropriate rural centers are ready for development. The City of The Dalles, Port, and EDC are collaborating on a Brownfield Assessment Program with funding from EPA to support property owners in understanding redevelopment challenges and opportunities and MCEDD has sought additional funding for

this program to continue after the initial grant is complete. Additionally, there is work being done in several communities focused on code and infrastructure updates that will allow for appropriate, additional development. As this development occurs and reduces the inventory of vacant or underutilized land, other next steps will be proactively explored with partners. Critical to this effort, the City of The Dalles is restarting discussions about a plan for the west side of the community and will be seeking to scope and find resources for this planning effort that will support thoughtful commercial, industrial, and residential development within The Dalles.

- **Issue: Columbia Gorge Childcare.** There continues to be a shortage of qualified, affordable childcare in the Columbia Gorge region, particularly in The Dalles and Wasco County. CGCC completed a feasibility study would be the first step in this process to identify potential partners, the physical scope, regulatory requirements, operational costs, and capital construction sources for a childcare center in The Dalles. The SBDC is also partnering with Child Care Partners to explore supporting childcare providers in key business planning efforts to make them more sustainable. These conversations and supports to grow childcare accessibility are critical to ensuring workforce participation from families.
- **Issue: Housing.** Housing prices have continued to be unaffordable for many in Wasco County. We have consistently heard from employers and real estate professionals that the challenges in access and affordability for residents and potential employees seeking to come to Wasco County have hindered businesses' ability to grow. Better understanding this need and supporting community partners in opportunities to address it will impact access to a robust workforce moving forward.
- **Issue: Broadband.** Continued engagement around gaps in broadband service availability for communities across Wasco County and additional focus on funding resources at the State and Federal level will provide opportunities for shovel ready projects in the next few years. Continuing to focus on creative strategies to address access needs will support diverse businesses, educational access, and many more key services to create vibrant communities.

Additional Projects Not Ranked:

Wasco County	Kramer Field Complex
Port of The Dalles	Marina Dock Replacement
Port of The Dalles	Land Acquisition Fund
Mid-Columbia Medical Center	New Hospital Campus
The Dalles Art Center	Downtown Pocket Park
Tooley Water District	Tooley Well Repair or Replacement
City of The Dalles	Westside Area Plan
City of The Dalles	Safe Routes to School Sidewalk
City of The Dalles	Improv Getchel Building
Dufur School District	Ranger Tech-CTE Program
Dufur School District	School Based Health Center

City of Dufur	Streetscape Improvements
City of Dufur	Ambulance Replacement
Wasco County SWCD	Fish monitoring and irrigation loss incentives
City of Maupin	Maupin City Park Boat Ramp Remodel
City of Maupin	Wastewater Treatment Plant Redevelopment
City of Maupin	West Reservoir
City of Maupin	Legion Hall Improvements
City of Maupin	River Transit
City of Maupin	West Maupin Street Expansion Plan
City of Maupin	Mountain Fir Park Improvements
City of Maupin	White Water Park
Mosier Community School	School Renovation and Expansion
City of Mosier	Wastewater Treatment Plant Improvements
City of Mosier	Streetscape Improvements
City of Mosier	Emergency Well Replacement
Main Street Mosier	Skate Park Development
Wamic Water & Sanitary Authority	Wamic Wastewater System Replacement
Wasco Co SWCD + Juniper Flats Fire District	Fire Prevention and Protection
Tygh School Community Center	Building Improvements
Wasco County Fairboard	Facility Master Plan
Wamic Water & Sanitary Authority	Well # 1 Improvements
Wasco County SWCD	Watershed Assessments Countywide

Attachment B: Community Enhancement Project Submissions

The Dalles Area

1. Industrial Land Development:

- **Aviation Maintenance Training Hangar (CGCC, City of The Dalles, Klickitat County):** City of The Dalles and Klickitat County are co-applicants for a successful \$2.8 million EDA funding request to support college training program and industrial park development at Columbia Gorge Regional Airport. The City and County provided a match of \$700,000 for total \$3.5 million project that would build 14,000 SF dedicated CGCC training hangar with space for short-term private jet storage, which would contribute revenue to airport partners and increase the capacity of the Aviation Maintenance Training Program. Most of the grant is needed to extend infrastructure to currently-undeveloped industrial park parcels, which will generate private sector job growth and private investment. Cost escalation since EDA proposal was submitted two and a half years ago has resulted in a projected shortfall of \$1.9 million however. Klickitat County is seeking \$500,000 grant from Washington State Department of Commerce with Sen. Murray's office encouraging a congressionally directed spending request to resolve the balance. The project partners have one year to identify the funding necessary to close this deficit.
- **Land Acquisition Fund (Port of The Dalles):** The Port is seeking funds to acquire un or underdeveloped industrial land in The Dalles area and make it shovel ready for investment. Due to limited employment land availability, and increasing costs of construction, the Port is also exploring land outside of The Dalles but within the Port District. The Port has committed \$2 million of its own resources, is seeking \$1 million from the State of Oregon and is looking for an additional \$3 million in resources.

2. **Columbia Gorge Childcare Center (CGCC):** There continues to be a serious shortage of qualified childcare in the Columbia Gorge region, particularly in The Dalles and Wasco County. CGCC completed a feasibility study as the first step in developing a public childcare center to help address the regional shortage and improve workforce training available to childcare providers. The feasibility study indicated that the facility would need ongoing support from local partners to create the spots necessary to help fill this gap in services. CGCC is working with local partners for both potential locations and ongoing engagement. They are also increasing the size of the proposed center to 200 slots to reduce the subsidy needed based on economies of scale. CGCC has approximately \$1.75 million in ARPA funds allocated by the State for this project and will likely seek additional resources if the project is able to move forward.

3. **Sorosis Park Redevelopment-Tree Top Playground (Northern Wasco County Park and Recreation District):** Northern Wasco Park and Recreation District has conducted public outreach to better understand what the community in The Dalles would like to see from updates to the current Sorosis park facility with the removal of the pine trees due to disease. Planned improvements include fixing irrigation systems, replanting to establish a “forest feel” in one area and incorporating additional drought tolerant plantings, a covered full-sized basketball court and the creation of a community event space that will be close to the public restrooms, new food cart parking bays around the picnic table area, improving existing and adding new reservable picnic shelters, a walking track surrounding the playground that will also be replaced, and adding artificial turf infields and dugouts at the sports fields, and resurfacing of the walking path as well as

lengthening it to a full mile. NWCPR has completed Phase 1 which included \$1 million in funding for hard scape, irrigation, and planting. The next phase of the project will focus on replacing Tree Top Playground. The playground was built in 1979 and is at the end of its useful life. It will need to be removed or replaced by fall of 2024. The proposed project will include building a new play structure and adding shade structures around the facility based on community feedback. The District has approximately \$200,000 set aside as matching funds for this project but anticipates seeking additional resources for the additional \$500,000 to \$700,000 needed for the project.

4. **Colocation space + Cascadia resiliency feasibility study (Q-Life):** Q-life currently operates a colocation facility in the basement of The Dalles' City Hall. This space is at capacity, is challenged with access and power difficulties, has minimal fiber route connection options, and is below ground making it prone to flood events. Q-life is proposing to build a new colocation facility at the Wasco County Emergency Operations/911 Dispatch center. This new space has potential for future growth and will have three separate incoming/outgoing routes not only providing excellent fiber-based access but will also create redundancy and resiliency in these connections should one fail. This new facility will have adequate space and power for foreseeable future need as well as space for back-up power options to sustain this colocation facility in the event of a power outage. In conjunction with these facility improvements, Q-Life is also interested in ensuring a redundant path to the internet from The Dalles/Wasco County. The Pacific Northwest is facing a potential Cascadia Subduction Zone Earthquake with potential catastrophic affects. Qlife and its partners are working to connect the proposed colocation facility to fiber lines going East rather than to areas more impacted by a potential quake. QLife recently completed initial design for the project and the total build out cost is estimated at \$1 million.
5. **Downtown Pocket Park (The Dalles Art Center):** The Dalles Art Center is developing a pocket park at the corner of 2nd and Washington that revitalize the corner of the Discounts Plus parking lot adjacent to in downtown The Dalles. TDAC is seeking quotes for construction but has had in kind donations for design. They are exploring partnering with The Dalles Ironworks and CGCC's advanced manufacturing program for fabrication of the park structure. They would like to break ground on the project in 2023 if funding is identified. The original cost estimates for the park were \$250,000 in 2021.
6. **Kramer Field Complex (Wasco County):** On November 3, 2021, MCMC presented a concept to the Wasco County Commission that detailed the construction of a new hospital campus on the current Kramer Field location. It is essential to identify and plan for a new sports complex location if this proposal can move forward. MCMC presented a conceptual drawing of what a new sports complex could look like on roughly 35 acres of land which are slated to be transferred into County ownership as part of the recently execute Strategic Investment Plan agreement with Design LLC. While substantial community outreach and discussion still needs to occur, a project of this nature will require numerous grants, community support, acquisition of land, site prep and more.
7. **Westside Area Plan (The Dalles):** The City is looking to restart discussions on the development of an adoption-ready master plan for the Westside of The Dalles. The Westside Area Plan would consist of vision statement, a land use plan, development policies, and recommended improvements to the circulation network (including transit), and public infrastructure/facilities. Implementation actions will

address zoning and comprehensive plan amendments, strategies for mixed use and live/work, pedestrian and biking facilities improvements, transit connections and other infrastructure needs. Potential funding sources will also be identified. The City anticipates that this project will cost approximately \$200,000 with another one to two years to move forward.

Other Projects in The Dalles Area:

- Safe Routes to School Sidewalk Improvements-10th Street and 7th Street (City of The Dalles)
- Getchel Building Repairs (City of The Dalles)
- The Dalles Wayfinding Collaboration
- Marina Dock Replacement (Port of The Dalles) (approx. \$500,000) will reconfigure and update launch ramp and restroom facility
- Mid-Columbia Medical Center New Hospital Campus (MCMC) in feasibility stage
- Tooley Well Replacement (Tooley Water District)

Dufur Area

- 1. Drinking Water System Improvements (City of Dufur):** The City of Dufur currently gets does not have enough fresh drinking water supply to support their community during the dry summer months. The City has recently put in place radio read meters to more easily monitor water usage and have developed plans for a new well and upgrading their storage capacity through a new reservoir. The cost estimate is approximately \$5 million.
- 2. Fifteenmile Managed Underground Water Storage (Wasco County Soil & Water Conservation District):** Wasco County Soil and Water Conservation District is looking at creating a managed underground water storage facility to counter the low stream flows and summer high temperatures in the Fifteenmile watershed. This facility would capture high winter water flows and filter the water through alluvial sediment before injecting the water into an underground aquifer for storage. Water will be able to be returned to the stream during times of low flow or high summer temperatures. The Feasibility phase of the project is wrapping up with a focus on both technical strategy and governance. To date they have received funding from OWEB, OWRD, and the Tides Foundation for the project. The District is moving forward with construction drawings and the current estimated build out costs at \$1 million to \$1.2 million.
- 3. Dufur School Based Health Center (Dufur School District #9):** The Dufur School District is working through a feasibility study for a school based health center that would support both students and community members accessing healthcare in Dufur. The School District would partner with a local health care provider to support this effort. They received a \$90,000 grant to complete feasibility and they believe that approximately \$500,000 will be needed to update space for the new clinic if feasibility indicates they should move forward. They may be able to use plans developed during their recent bond planning effort as a basis for the space development. If the District moves forward, they anticipate seeking funds in 2023.

4. **Dufur Rural Innovation (DRI) Hub (Wy'East Resource Conservation and Development):** Wy'East RC&D has partnered with Bonneville Environmental Foundation, Forth, and Sustainable NW to establish the Dufur Rural Innovation (DRI) Hub. The DRI Hub will promote the use of electric farming equipment and vehicles in the area to support innovative agricultural practices. The Hub already has two electric tractors in use for testing and demonstration in Oregon. The DRI Hub partners have acquired \$1.5 million in congressionally directed spending funding for program expansion and several additional grants from PGE, Pacific Power, The Alumbura Foundation, and a Conservation and Innovation grant from the USDA focused on the effect of electric equipment on air quality as compared with diesel engines to support these efforts. They are still seeking some matching funds for this effort. The next step for the DRI Hub is to acquire or lease a property that can serve as an administrative office, mechanic shop, and public display space in Dufur. This space will allow the DRI Hub to interact with clients, manage their fleet, and provide educational experiences for local students. The estimated funding needed is \$200,000- \$500,000.
5. **Dufur Streetscape improvements (City of Dufur):** The City of Dufur hopes to improve sidewalks connecting from the first housing development on Court Street past the school to downtown and installing additional decorative streetlamps along the route to match those in downtown. These improvements will increase the livability and appeal of the Dufur streetscapes and create an inviting downtown environment for new businesses and residents. They are planning to do a few blocks with existing resources but would like to continue to build on these efforts to create a connective system of sidewalks. Current funding is requested at \$500,000 for the next phase.

Other Dufur Projects:

- **Ranger Tech- CTE Program (Dufur School District):** Additional medical pathways.
- **Ambulance Replacement (City of Dufur, Dufur Fire)**
- **Fish monitoring and irrigation loss incentives (WCSWCD)**

Maupin Area

1. **Water System Improvements (City of Maupin):** The City's water source is a spring that feeds into the system with a single, above ground 6" pipe that is 40 years old. The structure supporting it is not in good shape and it is very vulnerable to things like rock damage, freezing, or other hazards. Additionally, the City needs to update and resurface its reservoir and upgrade infrastructure in East Maupin and other areas around the edges of Maupin to increase fire flows and open up additional land for development. Cost estimate for these improvements is approximately \$10 million.
2. **Wastewater Treatment Plant Upgrade (City of Maupin):** The City of Maupin recently completed an evaluation of their 40 year old wastewater treatment plant. This evaluation found that though the plant is still operational and still has capacity for growth. However, the

equipment used is now obsolete with no replacement parts in production for the systems. This creates risks of equipment failure which would make Maupin unable to stay in compliance with DEQ requirements related to discharge into the Deschutes River. To address this City is proposing to upgrade and expand the wastewater treatment plant. This expansion will supply the community with a modernized more resilient facility to support the growing community, with the old facility being used as a backup treatment plant to increase redundancy within the system. The total estimated cost for the project is \$12 million.

3. **Deschutes River Athletic Complex (Maupin Area Chamber Endowment):** The Deschutes River Athletic Complex has been built to replace the original, egg-shaped track. The new, 8-lane IAAF certified track has been completed along with an initial sodding of the football field. Phase 1 of the project is complete but the project still needs \$200,000 in funding for Phase 2 and will be looking for specific donors or sponsors for additional work (lighting, stage). The track serves as a recreational and health resource for the community and will provide additional event space for meets and other activities that draw visitors to town.
4. **Maupin City Park Boat Ramp Remodel (City of Maupin):** The current boat ramp at the Maupin city park has been maintained by community members when changes in water levels have affected access the river. Currently the boat ramp is severely eroded and does not allow for boat trailers to be backed into the river. These limitations negatively impact the safety of boaters on the river and reduce the usability of the park as a needed entrance into the Deschutes River. The City of Maupin received funding from OSMB to do design work for this project . OSMB may be a resource for funding.
5. **West Reservoir (City of Maupin):** The City of Maupin has land it owns on the west end of town that it is planning for use as affordable housing development in the future. To adequately serve this area that is above To fill a new reservoir the city would need to either drill a second well or pump water from the current city well. An updated master plan is complete. This reservoir would supply the target of future affordable housing and other structures. Estimated cost for this project is between \$5 and \$7 million.

Other Maupin Projects:

- West Maupin Street Expansion (planning underway)
- Mt Fir Park Improvements (walking path repairs, additional amenities)
- Safe Routes to School Improvements at Mill St & Hwy 197
- Whitewater Park
- Legion Hall Improvements (relocate restrooms)
- Art & History Museum (potential second story project for the Civic Center)
- Tourist Transportation

Mosier Area

- 1. Mosier Center (City of Mosier):** The City of Mosier and the Mosier Fire District are partnering to build a 10,000 sq ft joint use facility in downtown Mosier that will serve as City Hall, fire station, community center with kitchen and food pantry and be a designated cooling shelter for the community. The Mosier historical society will also have access to the space to share photos and wall hanging exhibits with the public. The building will be a certified net-zero building. After significant community participation in planning meetings and positive responses to community surveys, the schematic design phase was completed in fall of 2019 and was revised in 2021 to reduce construction costs. The estimated total project cost is \$8.4 million, This project has received has received funding from UPRR related to the train derailment, the State of Oregon through legislative appropriations, the Special Public Works Fund, Oregon Department of Energy, and Oregon Parks and Recreation Department. They have also received funding from Energy Trust of Oregon, AARP, and the Ford Family Foundation. They have a request pending for congressionally directed spending as well. The total gap for the project is approximately \$1.2 million but they anticipate breaking ground in spring of 2023.
- 2. Mosier Community School:** The Mosier Community School is a K-through-eight charter school associated with Northern Wasco County School District #21 in Mosier. The school has been conducting planning work to renovate the building at the old Mosier gas station corner lot. Current improvement considerations include paving of the parking area and replacing existing construction barriers. The school is also exploring additional strategies for the bus pick up/drop off.
- 3. Skate Park (Main Street Mosier):** The MSM Design Committee is working toward developing a skate park in town to be located on City property. They are raising funds for the design/build specs, which is estimated \$25,000 - \$50,000.

Other Mosier Projects:

- Mosier Wastewater Treatment Plant Tertiary Treatment Wetland Development
- Mosier Emergency Well Replacement: The previously planned for site has poor water quality so the City is working toward a new alternative.
- Mosier Streetscape Improvements

Unincorporated Community Projects

Note: No ranking provided due to dispersed geographies and limited meeting participation.

- **Badger Irrigation District Ditch Piping (WCSWCD):** The SWCD is conducting preliminary feasibility for piping 2.5 miles of irrigation through Badger Canyon to prevent potential challenges with blowouts into the creek that increase sedimentation. The cost estimate for this project is \$3.5 million.

- **Fire Prevention and Protection on Juniper Flat (WCSWD, Juniper Flat Fire District):** This project would work to develop large firebreaks, remove juniper, plant fire resistant forage, and increase defensible space that would reduce impact of potential wildfires in the Juniper Flat area. They are seeking FEMA funds through the post fire mitigation resources available after recent fires.
- **Pine Grove Well Development (Pine Grove Water District):** Grove Water District serves 71 connections in the community of Pine Grove with an additional 25 to 30 users served through these connections. They have recently completed a study to evaluate their water source after declining yield has reached the point where the pump cannot run continuously to refill the reservoir. It can only run 6 minutes with 10 minutes needed for the well refill. This lack of flow has impacted their ability to support wildfire efforts, with three major fires moving through the area in the last two years highlighting how critical this capacity is. After 12 to 24 hours the District has to direct fire fighters to other water sources. This is also a challenge for potential structure fires in the community. The District is moving forward with plans to develop a new water source that would support the system's needs, provide redundant sources in case there are issues with one well, and allow them to more easily take their current well offline to conduct necessary repairs to improve its use moving forward. The estimated project cost is approximately \$1.6 million. They are working toward scheduling a one-stop meeting to explore funding options in December with a potential application for funding in the coming year.
- **Qlife Fiber Expansion:** Q-Life is seeking to engineer and construct a 144-count middle mile fiber backbone that connects Maupin, where there is an existing fiber to the home project that Q-Life is a partner in, to Tygh Valley, Wamic, Pine Hollow, as well as the Wasco County Fairgrounds. A private ISP partner will finance the construction of last mile infrastructure to businesses, homes, and key community institutions that leverages the proposed Qlife middle mile. The estimated project cost is \$5,894,827.00. Qlife will continue to seek out other sources of funding to support the project should the NTIA elect not to award the project. This project is one piece of a larger effort by QLife to support developing middle mile connections between each community in the County along with local distributions opportunities. The total build out is estimated at about \$35 million.
- **Tygh School Community Center Roof Repairs (TSCC):** The non-profit community center is exploring resources to address issues with their roof and other immediate maintenance to ensure the Center is still usable for existing activities. The total cost of these repairs is approximately \$160,000. They are also seeking resources to explore updates to their business model to increase long term sustainability for the facility and make a plan for more significant improvements to align with these changes in potential users.
- **Wamic Wastewater System Replacement (Wamic Water and Sanitary Authority):** Wamic Water and Sanitary Authority's wastewater system has significant infiltration and inflow (I/I) issues in the spring months from an elevated groundwater table causing increased hydraulic loading in the system. As a result, the treatment facility suffers from the potential for overflow of the existing lagoons. As a result, DEQ has issued temporary approvals to irrigate out of the growing season four times since 2009 but indicated that the WW&SA is out of compliance with their permit and needs to make a plan to address this challenge. Many of the service connections are

believed to be old and potential sources of shallow groundwater infiltrations because the septic tanks at each hook up are two-piece concrete on concrete with improper seals. Another likely cause of the I/I in the collection system is a result of improper bedding around the collection pipes causing breaks within the lines and separated joints. The system was installed as a self-help project by volunteers initially. In-place replacement of the existing system is the recommended solution, including approximately 25% of the septic tanks, replace sewer mains, laterals, and cleanouts, and seal the lift station to reduce I/I. Approximate cost for this project is \$1.5 million however WW&SA will likely utilize a phased approach with each phase costing approximately \$550,000.

- **Wasco County Fairgrounds (Wasco County, Wasco County Fair Board):** With assistance from MCEDD, a new strategic plan was adopted by the Fair Board in 2020. Goal 2, Action 2.1.1 details the development of a site master plan that prioritizes building improvements, renovations, and replacements. Staff is exploring a process to complete a site master plan with the assistance from an architect named LRS that involves community outreach and input. An initial quote we received for this work is \$13,250.00. One concept being explored for this site master plan is the construction of new facilities to replace existing buildings that have reached their end of life and have structural challenges. While both would be multi-purpose facilities, one structure would be focused as an emergency response facility in particular given the Fairgrounds increasing use over the past few years as a fire response staging, command, and support area. The other facility would be focused as a multicultural venue to expand and supplement the Fairgrounds current Native American building. Finally, the Commercial Building at the Fairgrounds is vastly underutilized due to heating/cooling, acoustic, and access challenges. A renovation of this facility is being explored that would involve installing insulation, heating/cooling systems, acoustic tiles, and glass garage doors to allow better use of the building by camps, weddings, etc. Preliminary cost estimates for a renovation come in around \$150,000.00 , etc.
- **Watershed Assessments (Wasco County Soil and Water Conservation District)-**The Dalles, Fifteenmile, Mosier, White River, Bakeoven/Buck Hollow Watershed Councils will all be moving through updates to their watershed assessments with funding support already procured.

PLAT OF
GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON

SHEET 1 OF 9
04-18-2022

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

NARRATIVE

THE PURPOSE OF THE SURVEY IS TO CREATE CEMETERY SUBDIVISION CONTAINING THREE BLOCKS WHICH CONTAIN 2,182 BURIAL SITES. ALL WITHIN PARCEL 1 OF PARTITION PLAT NO. 2022-005.

THE CONTROLLING ELEMENTS OF THIS PLAT WERE ESTABLISHED RE-PLAT NO. 2022-005 WHICH IS A PLAT PERFORMED BY ME. I HELD THE MONUMENTATION PER SAID RE-PLAT AND SUBDIVIDED THE PROPERTY AS SHOWN. MONUMENTS WERE SET AT THE BLOCK CORNERS AND INTERMEDIATE POINTS WERE SET AS DEPICTED HEREON.

BLOCKS 1, 2 AND 3 OF THIS PLAT ARE DESIGNATED FOR CEMETERY PURPOSES. AND IS SUBJECT TO CHAPTER 97 OF THE OREGON REVISED STATUTES.

LOT 1 OF THIS PLAT IS PLATTED AND IS SUBJECT TO COUNTY ZONING REGULATIONS.

REFERENCED DEEDS

SPECIAL WARRANTY DEED
WASCO COUNTY RECORDS 2022-00614

SPECIAL WARRANTY DEED
WASCO COUNTY RECORDS 2022-00615

4TH AMENDED STATUS OF RECORD TITLE
DATED JUNE 30, 2022
TITLE NUMBER 507836AM

NOTES

DOMESTIC WATER, EXISTING WELL

TAX LOTS: 2N 12E 19 100

ASSESSOR ACCOUNT NO. 376

COMPREHENSIVE PLAN DESIGNATION: FOREST
ZONING: F-2(80)/EPD-8, FOREST/SENSITIVE WILDLIFE HABITAT OVERLY

NO INVESTIGATION MADE OF THE SEPTIC SUITABILITY OF ANY PARCEL BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY, AND NO WARRANTY IS MADE THAT THE PARCEL WILL BE USEABLE FOR SUBSURFACE SEWAGE DISPOSAL.

SUBDIVISION AREA:

MAP/ TAX LOT	ACRES
PARCEL 1 (LOT 1)	145.71
BURIAL PLOTS (LOTS 1-2,182)	6.51

SHEET INDEX

SHEET 1: SIGNATURES, NARRATIVE, NOTES,
SURVEYORS CERTIFICATE

SHEET 2: OVERVIEW, LEGEND
SHEET 3: NORTH BOUNDARY DETAIL
SHEET 4: WEST BOUNDARY DETAIL
SHEET 5: NORTH BLOCK 1 DETAIL
SHEET 6: BLOCK 1 DETAIL
SHEET 7: SOUTH BLOCK 1, BLOCKS 2 & 3 DETAIL
SHEET 8: ACCESS ROAD DETAIL
SHEET 9: ACCESS ROAD DETAIL

REFERENCED SURVEYS

- R1. PARTITION PLAT 2000-0012 PERFORMED BY TERRA SURVEYING FOR D. ALAN BOND, FILED JUNE 19, 2000 BOOK 11, PAGE 145
- R2. SURVEY PERFORMED BY GARY A. PIPPIN FOR LARRY & MARTHA KNOX, DATED AUGUST 1982, BOOK 5, PAGE 23
- R3. WASCO COUNTY ROLL MAP C-1-3, OREGON STATE HIGHWAY COMMISSION MAP SHOWING LOCATION OF WASCO COUNTY DRY CREEK ROUTE, DATED JUNE 2, 1916,
- R4. WASCO COUNTY ROAD DEPARTMENT MAP I-03-03, RECONSTRUCTED SECTION OF VENSEL ROAD, DATED 1981.
- R5. PARTITION RE-PLAT 2019-07, PERFORMED BY KLEIN & ASSOCIATES INC., FOR RUSSELL W. HARGRAVE, FILED JULY 9, 2019, DOCUMENT NO. 2019-2011
- R6. SURVEY PERFORMED FOR WALTER R. AND GLORIA SMITH, DATED JULY 19, 1965, COUNTY SURVEY NO. 0365-2.
- R7. RE-PLAT OF PARCEL 2 OF PLAT 2019-07, RECORDED FEBRUARY 11, 2022, DOCUMENT NO. 2022-533, PLAT NUMBER 2022-005, SLIDE NUMBER E-006B

LAND CORNER CARD, LC 2
LAND CORNER CARD, LC 50
LAND CORNER CARD, LC 658
LAND CORNER CARD, LC 963

EASEMENTS OF RECORD

- 1) BONNEVILLE-THE DALLES TRANSMISSION LINE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT: GRANTED TO: UNITED STATES OF AMERICA
RECORDED: MAY 22, 1941
INSTRUMENT NO.: BOOK 92, PAGE 476
- LOCATION SHOWN ON THIS PLAT ARE PER PARTITION PLAT 2000-0012
- 2) TELEPHONE LINE RIGHTS-OF-WAY GRANTED TO: UNITED TELEPHONE COMPANY OF THE NORTHWEST, AN OREGON CORPORATION
RECORDED: OCTOBER 9, 1974
INSTRUMENT NO.: 74-2348 WASCO COUNTY RECORDS
A STRIP OF LAND 20 FEET WIDE EAST OF CARROLL ROAD (THE LOCATION SHOWN IS PER THE PAINTED UTILITY LOCATE LINE, THE EASEMENT IS 10.0 FEET ON EACH SIDE OF THE EXISTING TELEPHONE LINE AS SHOWN)
- 3) NOTICE OF DECISION, INCLUDING THE TERMS AND PROVISIONS RECORDED MARCH 14, 2019
INSTRUMENT NO. 2019-000714
(SHOWN IN BLOCK 1, LOT 144)
- 4) EASEMENT RELEASE AND RELOCATE GRANTED TO: UNITED STATES OF AMERICA AND ITS ASSIGNS
RECORDED: AUGUST 10, 2020
INSTRUMENT NO.: 2020-003125 WASCO COUNTY RECORDS (SHOWN)
- 5) NOTICE OF DECISION, INCLUDING THE TERMS AND PROVISIONS RECORDED JULY 5, 2019
INSTRUMENT NO. 2019-002226
(SHOWN IN BLOCK 1, LOT 216)
- 6) NOTICE OF DECISION, INCLUDING THE TERMS AND PROVISIONS RECORDED NOVEMBER 3, 2021
INSTRUMENT NO. 2021-004886
(SHOWN IN BLOCK 1, LOT 142)
- 7) A 12.00 FOOT WIDE PRIVATE ACCESS EASEMENT ACROSS PARCEL 2 FOR THE USE AND BENEFIT OF PARCEL 1 AS SHOWN AND GRANTED IN RE-PLAT NO. 2022-005.

OWNER

GREAT RIVER LLC, AN OREGON
LIMITED LIABILITY COMPANY

P.O. BOX 453
MOSIER, OR 97040

SURVEYOR'S CERTIFICATE

I, LEONIDES J. SANDOVAL, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THIS GREAT RIVER CEMETERY PLAT. LOCATED IN THE NORTH HALF AND SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 12 EAST, OF THE WILLAMETTE MERIDIAN, WASCO COUNTY, OREGON, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS.

PARCEL 1 OF RE-PLAT NO. 2022-005, RECORDED FEBRUARY 11, 2022, UNDER INSTRUMENT NUMBER 2022-000533. BEING A PORTION OF RE-PLAT PARCEL 2 OF PLAT 2019-007. LOCATED IN THE NORTH 1/2 AND THE SOUTH 1/4 OF SECTION 19 AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF WASCO AND STATE OF OREGON.

FOR THE INITIAL POINT I HELD A 5/8" IRON ROD WITH R.P.C. STAMPED "KA OR58608 WA44349", FOR THE NORTHWEST CORNER OF PARCEL 1 OF PLAT NO. 2022-005

LEONIDES J. SANDOVAL PLS. 58608

EASEMENTS PER THIS PLAT

A 20.00 FOOT WIDE PRIVATE ACCESS AND UTILITY EASEMENT FOLLOWING THE EXISTING ROADWAYS ACROSS PARCEL 1 OF THIS PLAT IS GRANTED FOR THE USE AND BENEFIT OF ALL FRIENDS, FAMILY MEMBERS, AND DESCENDANTS VISITING THOSE BURIED WITHIN THE GRAVE SITE LOTS.

A 12.00 FOOT WIDE PRIVATE ACCESS EASEMENTS IS GRANTED FOR THE USE AND BENEFIT OF ALL FRIENDS, FAMILY MEMBERS, AND DESCENDANTS VISITING THOSE BURIED WITHIN THE GRAVE SITE LOTS.

ALL LOTS WITHIN THIS PLAT ARE SUBJECT AND BENEFICIARIES OF A NON-EXCLUSIVE, RECIPROCAL ACCESS EASEMENT FOR THE BENEFIT OF ADJACENT LOTS AS PROVIDED BY ORS. 97-310(2).

APPROVALS

I HEREBY CERTIFY THIS PLAT OF "GREAT RIVER CEMETERY" IN WASCO COUNTY, OREGON WAS EXAMINED AND APPROVED AS OF ____ DAY OF _____, 2022

WASCO COUNTY SURVEYOR _____ DATE _____

APPROVALS

THIS PLAT OF "GREAT RIVER CEMETERY" IN WASCO COUNTY, OREGON WAS EXAMINED AND APPROVED BY:

WASCO COUNTY COMMISSIONER _____ DATE _____

WASCO COUNTY COMMISSIONER _____ DATE _____

WASCO COUNTY COMMISSIONER _____ DATE _____

WASCO COUNTY COMMISSIONER _____ DATE _____

FILE #: 921-21-000024-PLNG

APPROVALS

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "GREAT RIVER CEMETERY" IN WASCO COUNTY, OREGON AND THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY AND FURTHER CERTIFY THAT ALL TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR _____ DATE _____

WASCO COUNTY TAX COLLECTOR _____ DATE _____

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT GREAT RIVER LLC, AN OREGON LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND SHOWN ON THIS GREAT RIVER CEMETERY PLAT DOES HEREBY MAKE, ESTABLISH AND DECLARE THAT THIS PLAT MAP TO BE A TRUE AND CORRECT MAP OF THE LAND OWNED AND LAID OUT BY THIS PLAT OF THE "GREAT RIVER CEMETERY". SAID PLAT BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE. WE HEREBY DECLARE THAT THIS PLAT IS A LEGAL PLAT AND HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES. THIS PLAT COMPLIES WITH CHAPTER 92 AND 97 OF THE OREGON REVISED STATUTES FURTHERMORE WE HEREBY DEDICATED BLOCKS 1, 2 AND 3 OF THIS PLAT TO CEMETERY PURPOSES EXCLUSIVELY FOREVER. WE ALSO CREATE THE PRIVATE ACCESS EASEMENTS SHOWN HEREUNTO.

GREAT RIVER LLC. _____ DATE _____
RUSSELL W. HARGRAVE III, MANAGING MEMBER

ACKNOWLEDGMENTS

STATE OF _____

COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE

ME ON _____ 2022,
BY RUSSELL W. HARGRAVE III, MANAGING
MEMBER OF THE GREAT RIVER LLC.

NOTARY SIGNATURE _____

NOTARY PUBLIC-(NAME) _____

STATE OF _____

COUNTY OF _____

COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022



Klein & Associates, Inc.

ENGINEERING • SURVEYING • PLANNING
1411 13th Street • Hood River, OR 97031
TEL: 541-386-3322 • FAX: 541-386-2515

SHEET 1 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

☒ 19 2N. 12E.

☐ _____

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

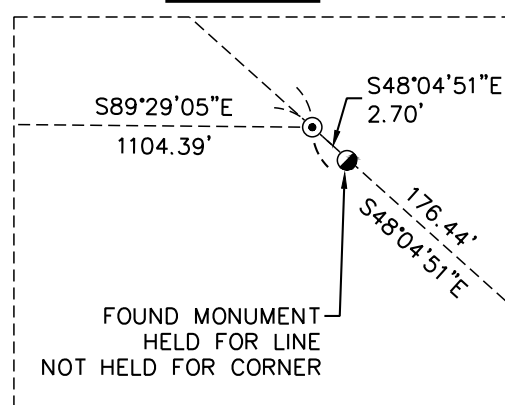
FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

DETAIL



FOUND MONUMENT INFORMATION

- (250) 5/8" IRON ROD; PER LAND CORNER CARD 658; HELD FOR NORTH QUARTER CORNER SECTION 19
- (251) 3" ALUMINUM CAP. STAMPED "REF COR N1/4 SEC 19 T2N R12E C.S. 1982"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR LINE.
- (261) 3" BRASS CAP STAMPED "S13, S18,S19,S24 T2N. R11E. R12E. C.S. 1977"; PER LAND CORNER CARD 2. HELD FOR NORTHWEST CORNER SECTION 19.
- (262) 5/8" IRON ROD WITH R.P.C. STAMPED "LS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR 1/4 CORNER COMMON TO SECTIONS 19 AND 20.
- (263) 5/8" IRON ROD WITH R.P.C. STAMPED "LS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR SOUTHWESTERLY CORNER PARCEL 2 OF SAID PLAT 2000-0012.
- (264) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR NORTHWEST CORNER OF PARCEL 2 OF SAID PLAT 2000-0012
- (266) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20.
- (267) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR NE CORNER OF PARCEL 1, SAID PLAT 2000-0012.
- (280) 3-1/4" ALUMINUM CAP STAMPED 1/4 S24 S 19, C.S. 2001, HELD FOR THE 1/4 CORNER OF SECTIONS 19 AND 24. PER LAND CORNER CARD 963.
- (282) 3" BRONZE CAP STAMPED S19, S20, S30, S29 C.S. 1974, HELD FOR THE SECTION CORNER OF SECTIONS 19, 20, 29 AND 30. PER LAND CORNER CARD 50
- (283) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; HELD FOR SOUTH 1/4 CORNER OF 19.

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
- ⦿ FOUND 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 20-029
- FOUND MONUMENT AS NOTED IN DESCRIPTIONS
- FOUND 2" ALUMINUM CAP STAMPED "D2AB INC. 2325 OR 25552 WA" (NO SURVEY RECORD FOUND FOR THESE MONUMENTS)
- COMPUTED ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- P.P. PARTITION PLAT NO., WASCO COUNTY SURVEY RECORD
- R1 RECORD DATA PER RECORD OF SURVEY NO.
- FD FOUND DATA
- C COMPUTED DATA

BASIS OF BEARINGS

OREGON STATE PLANE COORDINATES SYSTEM
NORTH ZONE, GRID NORTH, GROUND DISTANCE
ESTABLISHED BY G.P.S. OBSERVATION BETWEEN
POINTS 250 AND 261

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024

SHEET 2 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

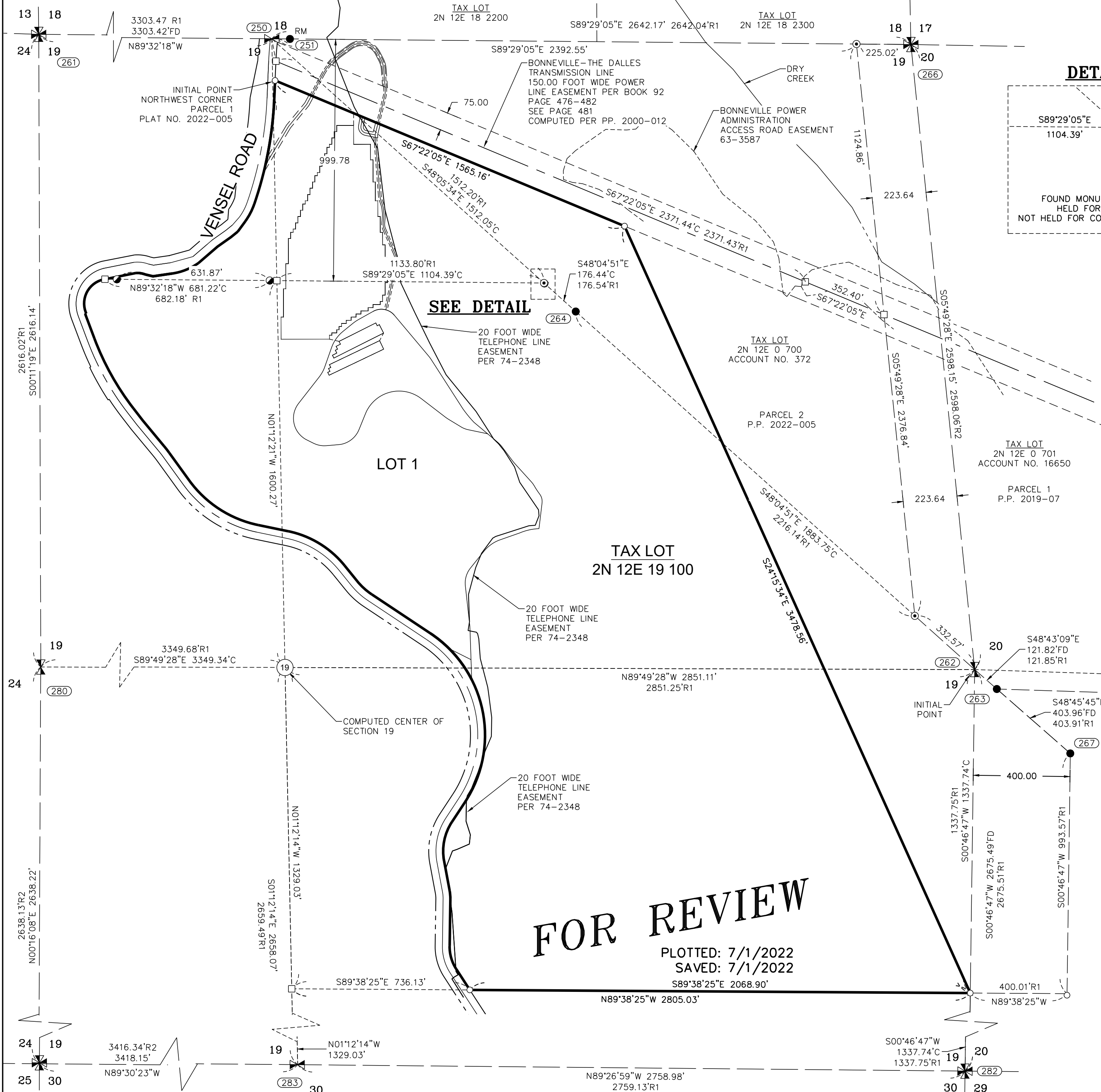
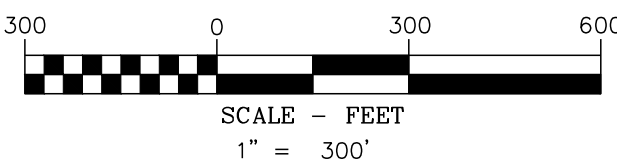
19 2N. 12E.

19 2N. 12E.

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
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FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

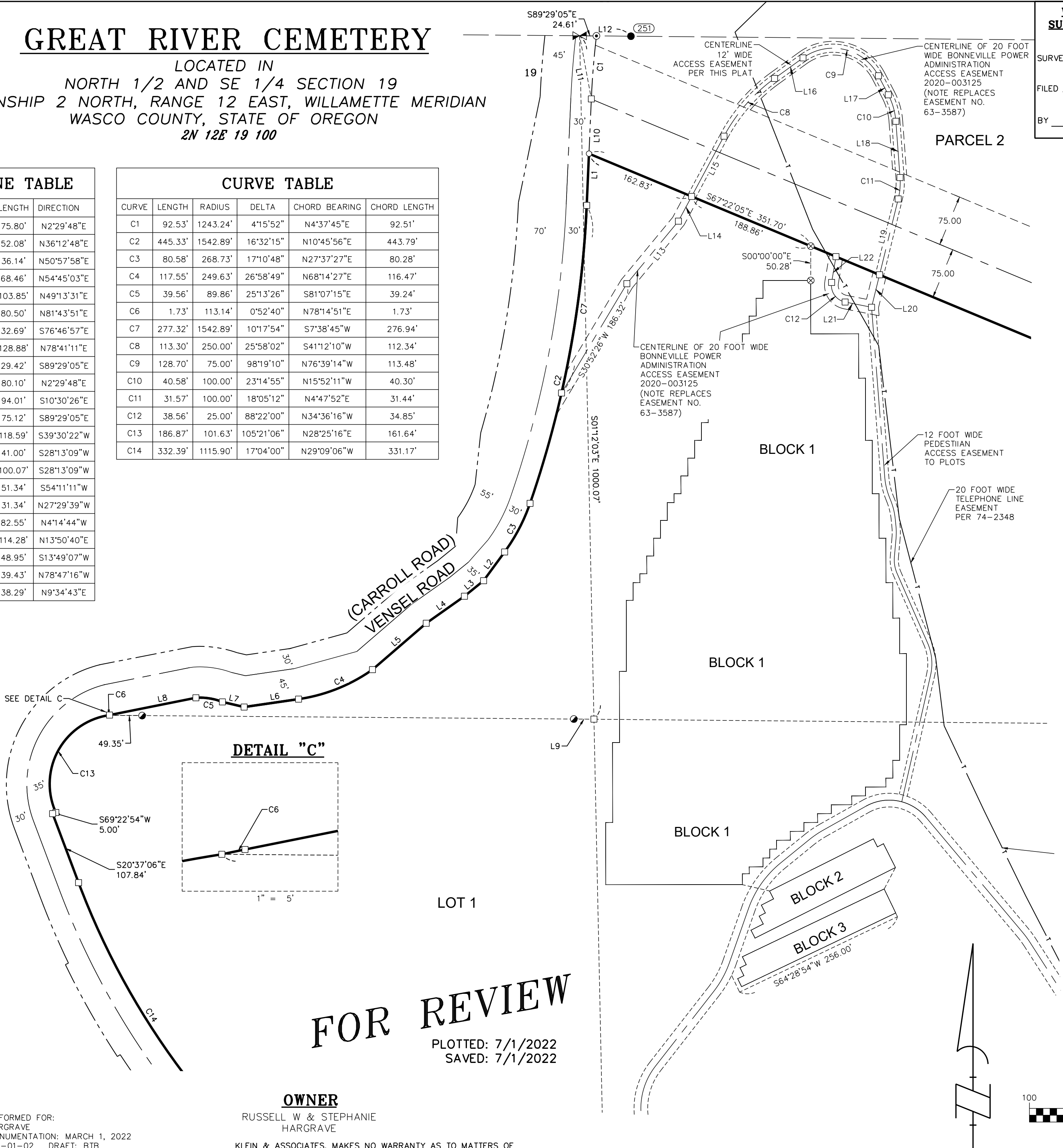


GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	75.80'	N2°29'48"E
L2	52.08'	N36°12'48"E
L3	36.14'	N50°57'58"E
L4	68.46'	N54°45'03"E
L5	103.85'	N49°13'31"E
L6	80.50'	N81°43'51"E
L7	32.69'	S76°46'57"E
L8	128.88'	N78°41'11"E
L9	29.42'	S89°29'05"E
L10	80.10'	N2°29'48"E
L11	94.01'	S10°30'26"E
L12	75.12'	S89°29'05"E
L13	118.59'	S39°30'22"W
L14	41.00'	S28°13'09"W
L15	100.07'	S28°13'09"W
L16	51.34'	S54°11'11"W
L17	31.34'	N27°29'39"W
L18	82.55'	N4°14'44"W
L19	114.28'	N13°50'40"E
L20	48.95'	S13°49'07"W
L21	39.43'	N78°47'16"W
L22	38.29'	N9°34'43"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	
C1	92.53'	1243.24'	4°15'52"	N4°37'45"E	92.51'	
C2	445.33'	1542.89'	16°32'15"	N10°45'56"E	443.79'	
C3	80.58'	268.73'	17°10'48"	N27°37'27"E	80.28'	
C4	117.55'	249.63'	26°58'49"	N68°14'27"E	116.47'	
C5	39.56'	89.86'	25°13'26"	S81°07'15"E	39.24'	
C6	1.73'	113.14'	0°52'40"	N78°14'51"E	1.73'	
C7	277.32'	1542.89'	10°17'54"	S7°38'45"W	276.94'	
C8	113.30'	250.00'	25°58'02"	S41°12'10"W	112.34'	
C9	128.70'	75.00'	98°19'10"	N76°39'14"W	113.48'	
C10	40.58'	100.00'	23°14'55"	N15°52'11"W	40.30'	
C11	31.57'	100.00'	18°05'12"	N4°47'52"E	31.44'	
C12	38.56'	25.00'	88°22'00"	N34°36'16"W	34.85'	
C13	186.87'	101.63'	105°21'06"	N28°25'16"E	161.64'	
C14	332.39'	1115.90'	17°04'00"	N29°09'06"W	331.17'	



WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
- ⊙ FOUND 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2019-07
- FOUND MONUMENT AS NOTED IN DESCRIPTIONS
- FOUND 2" ALUMINUM CAP STAMPED "D2AB INC. 2325 OR 25552 WA" (NO SURVEY RECORD FOUND FOR THESE MONUMENTS)
- COMPUTED ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- P.P. PARTITION PLAT NO., WASCO COUNTY SURVEY RECORD
- R1 RECORD DATA PER RECORD OF SURVEY NO.
- FD FOUND DATA
- C COMPUTED DATA

FOUND MONUMENT INFORMATION

- (250) 5/8" IRON ROD; PER LAND CORNER CARD 658; HELD FOR NORTH QUARTER CORNER SECTION 19
- (251) 3" ALUMINUM CAP. STAMPED "REF COR N1/4 SEC 19 T2N R12E C.S. 1982"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR LINE.
- (261) 3" BRASS CAP STAMPED "S13, S18,S19,S24 T2N. R11E. R12E. C.S. 1977"; PER LAND CORNER CARD 2. HELD FOR NORTHWEST CORNER SECTION 19.
- (262) 5/8" IRON ROD WITH R.P.C. STAMPED "LS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR 1/4 CORNER COMMON TO SECTIONS 19 AND 20.
- (263) 5/8" IRON ROD WITH R.P.C. STAMPED "LS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR SOUTHWESTERLY CORNER PARCEL 2 OF SAID PLAT 2000-0012.
- (264) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR NORTHWEST CORNER OF PARCEL 2 OF SAID PLAT 2000-0012
- (266) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20.
- (267) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; PER TERRA BELLA PARTITION PLAT 2000-0012; HELD FOR NE CORNER OF PARCEL 1, SAID PLAT 2000-0012.
- (280) 3-1/4" ALUMINUM CAP STAMPED 1/4 S24 S 19, C.S. 2001, HELD FOR THE 1/4 CORNER OF SECTIONS 19 AND 24. PER LAND CORNER CARD 963.
- (282) 3" BRONZE CAP STAMPED S19, S20, S30, S29 C.S. 1974, HELD FOR THE SECTION CORNER OF SECTIONS 19, 20, 29 AND 30. PER LAND CORNER CARD 50
- (283) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; HELD FOR SOUTH 1/4 CORNER OF 19.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024

SHEET 3 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

19 2N. 12E.

1 2 3

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

OWNER
RUSSELL W & STEPHANIE
HARGRAVE

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.

FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

GREAT RIVER CEMETERY
LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
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- R1 RECORD DATA PER RECORD OF SURVEY NO.
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- (283) 5/8" IRON ROD WITH R.P.C. STAMPED "TERRA PLS 1815"; HELD FOR SOUTH 1/4 CORNER OF 19.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L9	29.42'	S89°29'05"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C14	332.39'	1115.90'	17°04'00"	N29°09'06"W	331.17'
C15	34.85'	530.00'	3°46'02"	N37°46'44"W	34.84'
C16	347.88'	470.00'	42°24'31"	N57°05'59"W	339.99'
C17	277.83'	405.00'	39°18'16"	N58°39'07"W	272.41'
C18	81.90'	270.00'	17°22'45"	N47°41'22"W	81.58'
C19	790.50'	505.00'	89°41'14"	N11°32'07"W	712.23'
C20	168.42'	220.00'	43°51'42"	N11°22'39"E	164.33'
C21	35.90'	180.00'	11°25'37"	N4°50'23"W	35.84'
C22	100.46'	170.00'	33°51'35"	N16°03'23"W	99.01'

WASCO
ROAD DEPARTMENT
MAP I-03-03

LOT 1

TAX LOT
2N 12E 19 100

VENSEL ROAD

CARROLL ROAD

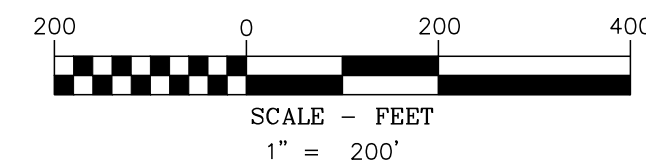
19

COMPUTED CENTER OF
SECTION 19

20 FOOT WIDE
TELEPHONE LINE
EASEMENT
PER 74-2348

NOTE: THIS AREA
IS PARCEL 2 PER
STATUTORY WARRANTY DEED
WASCO COUNTY RECORDS 2020-002901

20 FOOT WIDE
TELEPHONE LINE
EASEMENT
PER 74-2348



FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608
Expires 6-30-2024

SHEET 4 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

19 2N. 12E.

1

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP
(KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP
(KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
- ⊙ FOUND 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP
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FOR REVIEW
PLOTTED: 7/1/2022
SAVED: 7/1/2022

GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST,
WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

WASCO COUNTY
SURVEYOR'S OFFICE

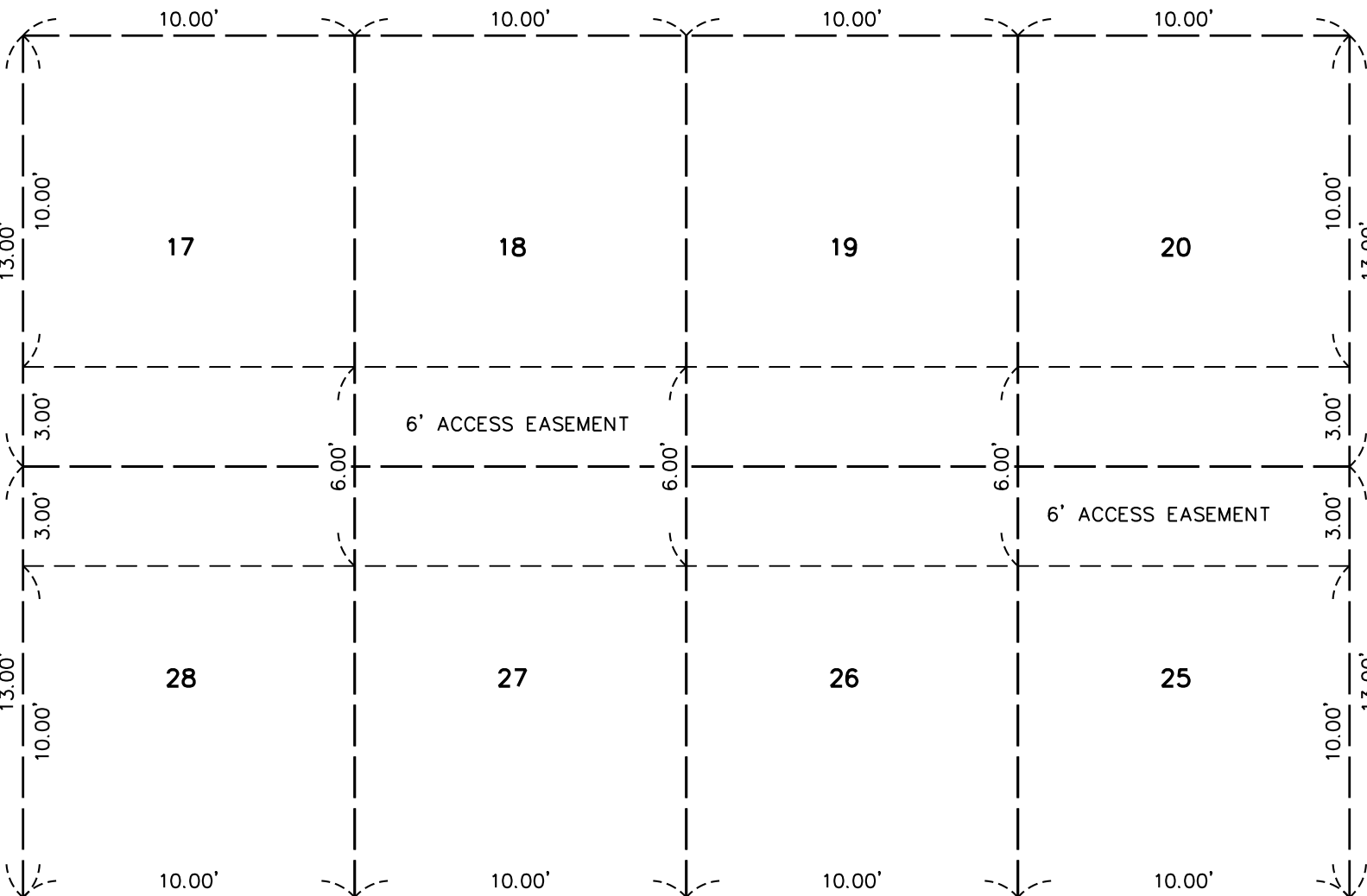
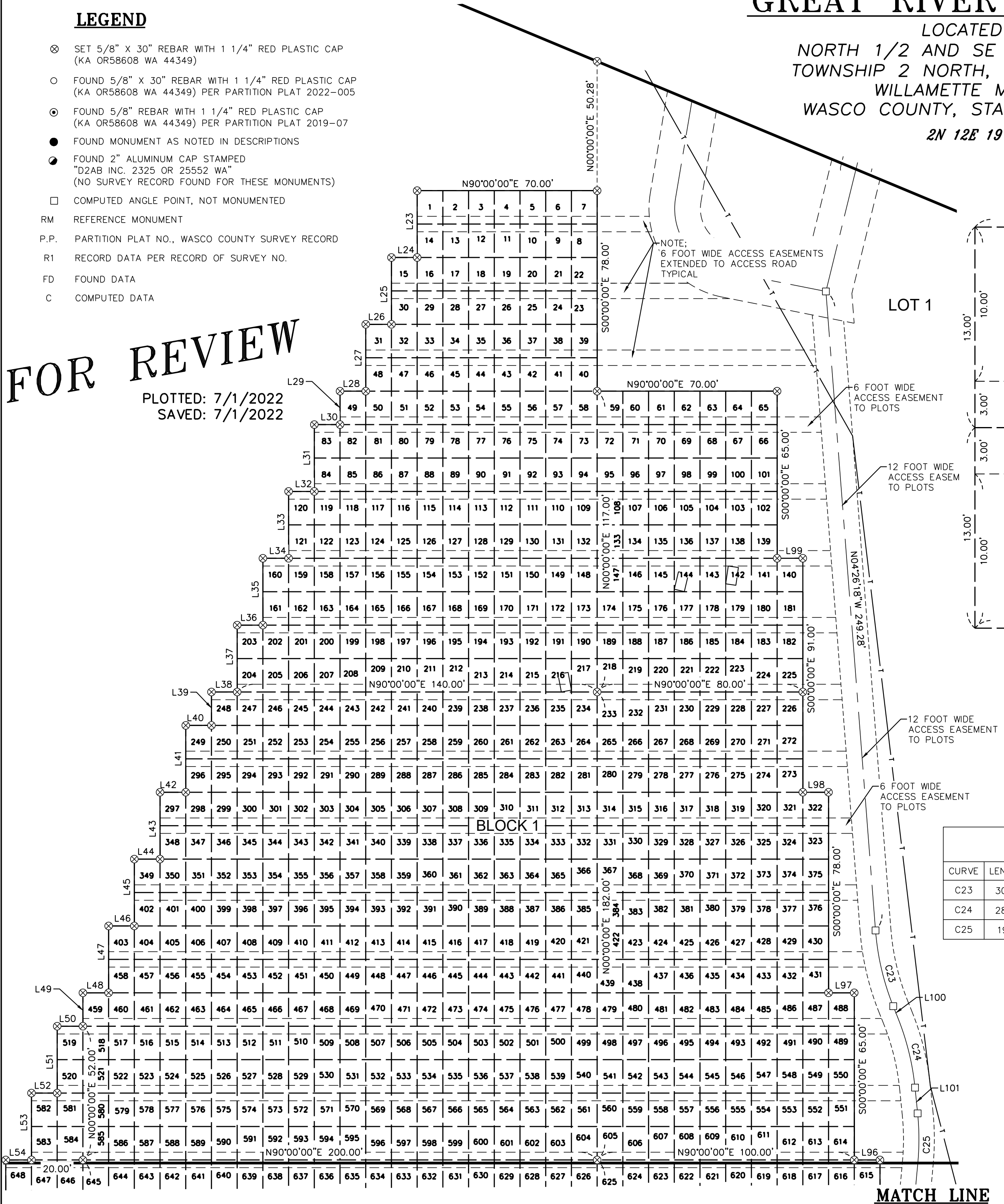
SURVEY NO. _____

FILED _____

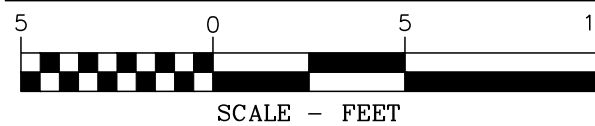
BY _____

DOCUMENT NO. _____

SLIDE NO. _____



TYPICAL CEMETERY PLOT



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	30.37'	100.00'	17°24'06"	N13°08'21"W	30.26'
C24	28.04'	100.00'	16°03'59"	N13°48'24"W	27.95'
C25	19.16'	100.00'	10°58'50"	N0°17'00"W	19.14'

LINE TABLE

LINE #	LENGTH	DIRECTION
L23	26.00'	S0°00'00"E
L24	10.00'	N90°00'00"W
L25	26.00'	S0°00'00"E
L26	10.00'	N90°00'00"W
L27	26.00'	S0°00'00"E
L28	10.00'	N90°00'00"W
L29	13.00'	S0°00'00"E
L30	10.00'	N90°00'00"W
L31	26.00'	S0°00'00"E
L32	10.00'	N90°00'00"W
L33	26.00'	S0°00'00"E
L34	10.00'	N90°00'00"W
L35	26.00'	S0°00'00"E
L36	10.00'	N90°00'00"W
L37	26.00'	S0°00'00"E
L38	10.00'	N90°00'00"W
L39	13.00'	S0°00'00"E
L40	10.00'	N90°00'00"W
L41	26.00'	S0°00'00"E
L42	10.00'	N90°00'00"W
L43	26.00'	S0°00'00"E

LINE TABLE

LINE #	LENGTH	DIRECTION
L44	10.00'	N90°00'00"W
L45	26.00'	S0°00'00"E
L46	10.00'	N90°00'00"W
L47	26.00'	S0°00'00"E
L48	10.00'	N90°00'00"W
L49	13.00'	N0°00'00"E
L50	10.00'	N90°00'00"E
L51	26.00'	N0°00'00"E
L52	10.00'	N90°00'00"E
L53	26.00'	S0°00'00"E
L54	10.00'	N90°00'00"W
L96	10.00'	N90°00'00"E
L97	10.00'	N90°00'00"E
L98	10.00'	N90°00'00"E
L99	10.00'	N90°00'00"E
L100	4.88'	N21°50'24"W
L101	10.07'	N5°46'25"W

SHEET 5 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

19 2N 12E

58608

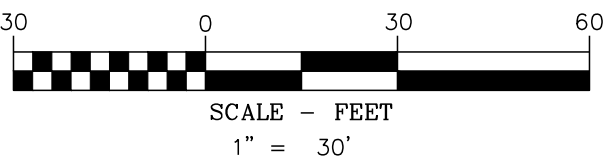
SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUESCENCE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024



FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C25	19.16'	100.00'	10°58'50"	N0°17'00"W	19.14'
C26	25.21'	50.00'	28°53'27"	N9°14'18"W	24.95'
C27	47.78'	75.00'	36°30'00"	N5°26'01"W	46.97'

LINE TABLE

LINE #	LENGTH	DIRECTION
L53	26.00'	S0°00'00"E
L54	10.00'	N90°00'00"W
L55	26.00'	S0°00'00"E
L56	10.00'	N90°00'00"W
L57	26.00'	S0°00'00"E
L58	10.00'	N90°00'00"W
L59	13.00'	S0°00'00"E
L60	10.00'	N90°00'00"W
L61	26.00'	S0°00'00"E
L62	10.00'	N90°00'00"W
L63	10.00'	N90°00'00"W
L64	10.00'	N90°00'00"W
L82	13.00'	N0°00'00"E
L83	30.00'	N90°00'00"E
L84	13.00'	N0°00'00"E
L85	20.00'	N90°00'00"E
L86	13.00'	N0°00'00"E
L87	29.94'	N90°00'00"E
L88	13.00'	N0°14'41"E
L89	10.00'	N90°00'00"E
L90	26.00'	N0°00'00"E
L91	10.00'	N90°00'00"E
L92	10.00'	N90°00'00"W
L93	10.00'	N90°00'00"E
L94	10.00'	N90°00'00"E
L95	10.00'	N90°00'00"E
L96	10.00'	N90°00'00"E
L102	26.19'	N5°12'25"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024

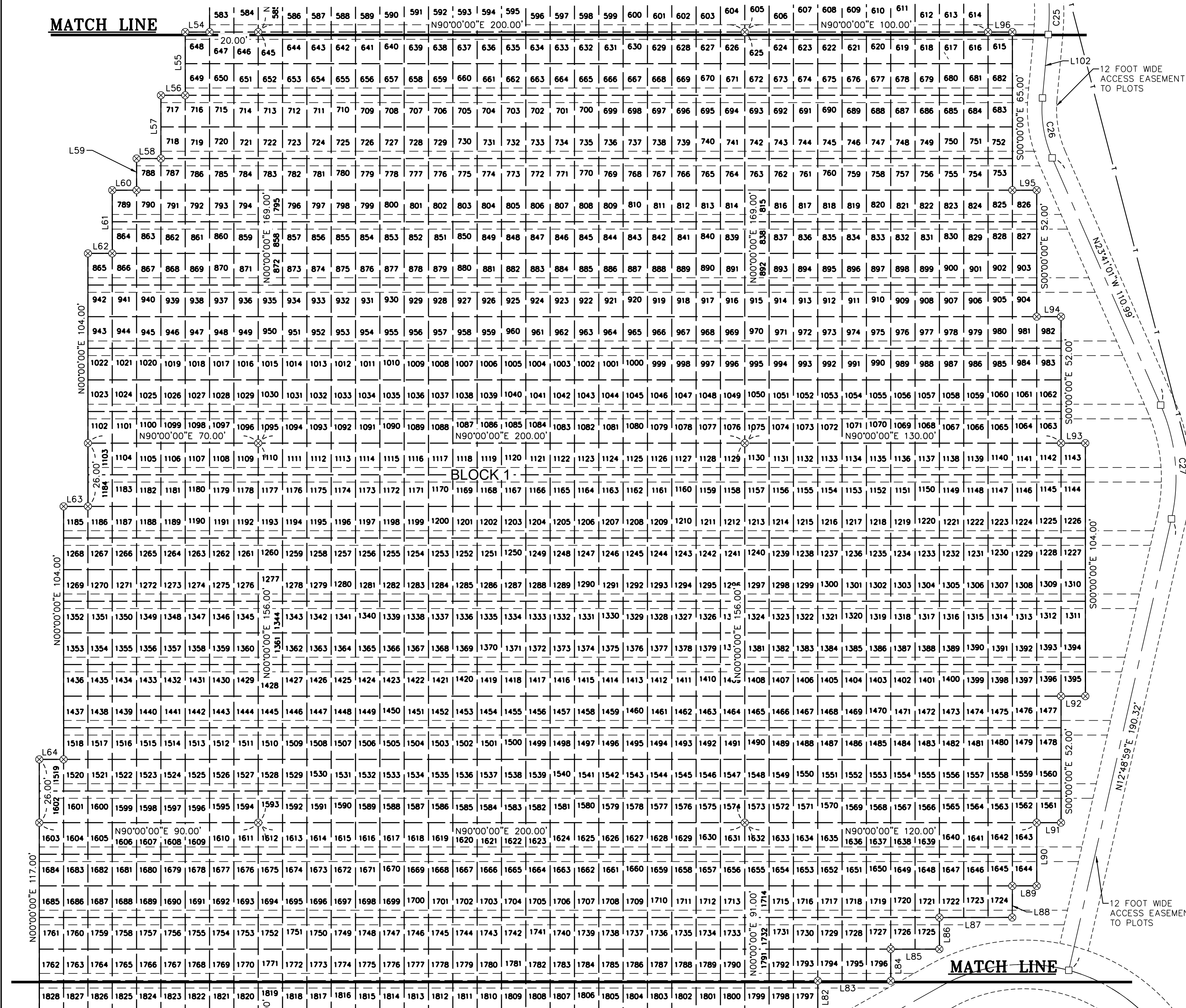
SHEET 6 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

☒ 19 ☒ 2N ☒ 12E

☐ ☐ ☐



SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.



SCALE - FEET

1" = 30'



GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
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LINE TABLE

LINE #	LENGTH	DIRECTION
L65	10.00'	N90°00'00"W
L66	16.00'	N0°00'00"E
L67	10.00'	N90°00'00"E
L68	10.00'	N0°00'00"E
L69	20.00'	N90°00'00"E
L70	13.00'	N0°00'00"E
L71	10.00'	N90°00'00"E
L72	13.00'	N0°00'00"E
L73	10.00'	N90°00'00"E
L74	13.00'	N0°00'00"E
L75	20.00'	N90°00'00"E
L76	13.00'	N0°00'00"E
L77	20.00'	N90°00'00"E
L78	13.00'	N0°00'00"E
L79	20.00'	N90°00'00"E
L80	13.00'	N0°00'00"E
L81	20.00'	N90°00'00"E
L82	13.00'	N0°00'00"E
L83	30.00'	N90°00'00"E
L84	13.00'	N0°00'00"E
L85	20.00'	N90°00'00"E
L86	13.00'	N0°00'00"E
L87	29.94'	N90°00'00"E
L88	13.00'	N0°14'41"E
L89	10.00'	N90°00'00"E
L90	26.00'	N0°00'00"E
L91	10.00'	N90°00'00"E
L103	13.00'	S26°38'56"E
L104	20.00'	S63°21'04"W
L105	13.00'	S26°38'56"E
L106	210.00'	S63°21'04"W
L107	13.00'	S26°38'56"E
L108	20.00'	S63°21'04"W
L109	13.00'	S26°38'56"E

LINE TABLE

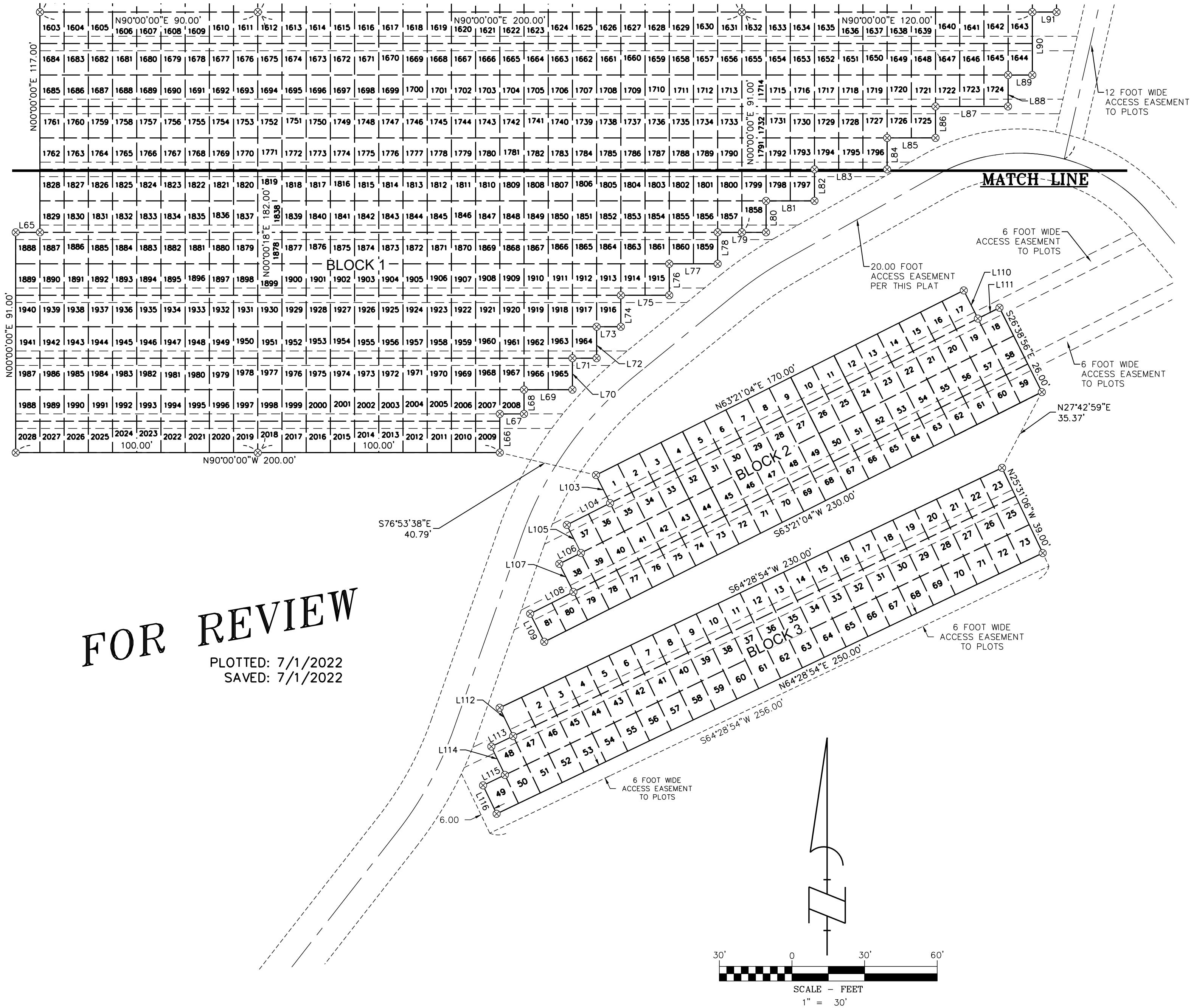
L110	13.00'	N26°38'56"W
L111	180.00'	N63°21'04"E
L112	13.00'	S25°31'06"E
L113	10.00'	S64°28'54"W
L114	13.00'	S25°31'06"E
L115	10.00'	S64°28'54"W
L116	13.00'	S25°31'06"E

FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.



GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

**WASCO COUNTY
SURVEYOR'S OFFICE**

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

ROAD ACCESS EASEMENT

A 20.00 FOOT WIDE PRIVATE ACCESS AND UTILITY EASEMENT FOLLOWING THE EXISTING ROADWAYS ACROSS PARCEL 1 OF THIS PLAT IS GRANTED FOR THE USE AND BENEFIT OF ALL FRIENDS, FAMILY MEMBERS, AND DESCENDANTS VISITING THOSE BURIED WITHIN THE GRAVE SITE LOTS SHOWN ON THIS PLAT.

THE 20.00 FOOT ACCESS EASEMENT IS 10.00 FEET ON EACH SIDE OF CENTERLINE SHOWN AND DIMENSIONED ON THIS PLAT.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C28	99.77'	505.00'	11°19'13"	S50°43'08"E	99.61'
C29	159.27'	505.00'	18°04'14"	S36°01'25"E	158.61'
C30	78.76'	100.00'	45°07'41"	N16°10'55"E	76.74'
C31	83.77'	150.00'	31°59'59"	N54°44'45"E	82.69'
C32	83.18'	225.00'	21°10'57"	N77°16'40"E	82.71'
C33	38.21'	50.00'	43°47'12"	N15°06'43"W	37.29'
C34	40.48'	318.72'	7°16'34"	N33°22'01"W	40.45'
C35	21.71'	100.00'	12°26'21"	N35°56'55"W	21.67'
C36	14.11'	150.00'	5°23'18"	N39°28'26"W	14.10'

LEGEND

- ⊗ SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2022-005
- ⊙ FOUND 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349) PER PARTITION PLAT 2019-07
- FOUND MONUMENT AS NOTED IN DESCRIPTIONS
- ⬤ FOUND 2" ALUMINUM CAP STAMPED "D2AB INC. 2325 OR 25552 WA" (NO SURVEY RECORD FOUND FOR THESE MONUMENTS)
- COMPUTED ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- P.P. PARTITION PLAT NO., WASCO COUNTY SURVEY RECORD
- R1 RECORD DATA PER RECORD OF SURVEY NO.
- FD FOUND DATA
- C COMPUTED DATA

FOR REVIEW

PLOTTED: 7/1/2022
SAVED: 7/1/2022

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
PROJECT: 19-01-02 DRAFT: BTB
FILE: 190102-SUBDIVISION.DWG LAYOUT TAB: OR SURVEY

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
LEONIDES J. SANDOVAL
58608

Expires 6-30-2024

SHEET 8 OF 9

WILLAMETTE MERIDIAN
WASCO COUNTY, OREGON

1/4 SEC T. R.

19 2N 12E

1 2 3

GREAT RIVER CEMETERY

LOCATED IN
NORTH 1/2 AND SE 1/4 SECTION 19
TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN
WASCO COUNTY, STATE OF OREGON
2N 12E 19 100

WASCO COUNTY
SURVEYOR'S OFFICE

SURVEY NO. _____

FILED _____

BY _____

DOCUMENT NO. _____

SLIDE NO. _____

BLOCK 1

BLOCK 2

BLOCK 3

FOR REVIEW

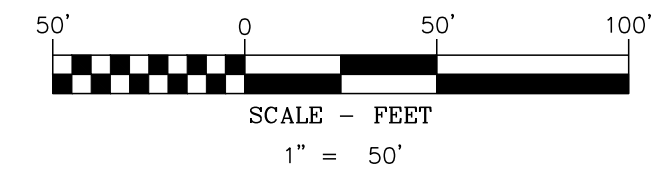
PLOTTED: 7/1/2022
SAVED: 7/1/2022

20.00 FOOT WIDE
TELEPHONE LINE
EASEMENT
PER 74-2348

20.00 FOOT
ACCESS EASEMENT
PER THIS PLAT

20.00 FOOT
ACCESS EASEMENT
PER THIS PLAT

20.00 FOOT
ACCESS EASEMENT
PER THIS PLAT



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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C37	34.50'	150.00'	13°10'40"	N43°22'07"W	34.42'
C38	73.35'	483.62'	8°41'22"	N39°09'27"W	73.28'
C39	19.10'	150.00'	7°17'44"	N36°23'01"W	19.09'
C40	96.80'	70.00'	79°13'45"	N79°38'46"W	89.27'
C41	42.56'	70.00'	34°50'09"	N57°26'57"W	41.91'
C42	54.24'	70.00'	44°23'39"	S82°56'10"W	52.89'
C43	25.92'	150.00'	9°54'08"	S55°47'17"W	25.89'
C44	82.25'	150.00'	31°24'57"	S35°07'45"W	81.22'
C45	48.52'	150.00'	18°31'53"	S28°41'13"W	48.30'
C46	177.36'	100.00'	101°37'13"	S12°51'27"E	155.01'
C47	55.14'	100.00'	31°35'26"	S79°27'47"E	54.44'
C48	110.09'	100.00'	63°04'37"	N53°36'39"E	104.61'
C49	138.73'	150.00'	52°59'21"	N48°34'01"E	133.83'
C50	137.29'	150.00'	52°26'27"	S78°43'05"E	132.55'
C51	16.37'	150.00'	6°15'13"	S55°37'28"E	16.36'
C52	28.60'	100.00'	16°23'09"	S70°05'17"E	28.50'

SURVEY PERFORMED FOR:
RUSSELL HARGRAVE
DATE OF MONUMENTATION: MARCH 1, 2022
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