

BOARD OF COMMISSIONERS WORK SESSION AGENDA

4:45pm CBAB, 601 State Street, Hood River, OR - 1st Floor Conference Room

- 4:45pm COVID-19 Update – Trish Elliott, Health Director
5:00pm Hood River Parks & Recreation District Reformation Update – Mark Hickock
5:15pm Columbia Cascade Housing Construction Excise Tax (CET) Funding Request – Joel Madsen and Dave Peters
5:45pm June Gower, Executive Director for Mid-Columbia Center for Living

BOARD OF COMMISSIONERS BUSINESS MEETING AGENDA

6:00pm, CBAB, 601 State Street, Hood River, OR - 1st Floor Conference Room

Any item or issue not on the agenda you have a question, comment or statement about please bring up under Items from the Public

I. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

II. ADDITIONS OR DELETIONS TO/FROM THE AGENDA

III. PUBLIC HEARING

1. Crystal Springs South Reservoir Lease and Easement on County Forestland
RECOMMENDATION: Conduct the hearing and determine the best action in the public's interest.

IV. ITEMS FROM THE PUBLIC

V. REPORTS – Commissioners, Legal Counsel, County Administrator

VI. CONSENT

- ✓ Confirm e-mail poll approval for the Veterans Service office to submit a grant application to United Way for FY 20/21 funding.
- ✓ Declare Forestry vehicle #169 and associated equipment as surplus and make available to other departments for use or to sell at auction.
- ✓ Approve an Intergovernmental Agreement with Mid-Columbia Center for Living-Tri County Mental Health Board and Hood River County outlining the fees for services to Hood River County, authorize Commissioner Joplin to sign the Agreement as the County's representative on the Tri County Mental Health Board upon legal review and approval.
- ✓ Authorize Chair Oates to sign a Release between the County and Wasco County related to former Mid-Columbia Council of Government Building Code funds.

VII. ITEMS FROM THE WORK SESSION

Hood River Valley Parks & Recreation District Reformation

RECOMMENDATION: Approve setting special meetings as needed to accommodate the election schedule put forward by the HRVPRD.

Columbia Cascade Housing CET Funding Request

RECOMMENDATION: Review information and provide direction to staff.

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

CALENDAR OF UPCOMING PUBLIC MEETINGS/EVENTS (Note: The below is not an inclusive listing, and all dates and times subject to change with or without notice as required)

Mar 16	4:00/6:00pm	HRC Board of Commissioners Mtg., 601 State Street, HR (time subject to change)
Mar 17	7:00pm	HR Library District Board Mtg, 502 State Street, HR
Mar 18	3:00pm	County Staff Meeting, 309 State Street, HR
Mar 24	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)
Mar 25	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Apr 6	1:00pm	Tri-County Mental Health Board, Mid-Columbia Center for Living, TD (1 st Mon. ea. month)
Apr 8	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Apr 14	5:30pm	Joint meeting with City of Hood River and HR Energy Council, 601 State Street, HR
Apr 20	5:45/6:00pm	HRC Board of Commissioners work session & business mtg., 601 State Street, HR (time subject to change)
Apr 21	7:00pm	HR Library District Board Mtg, 502 State Street, HR
Apr 22	3:00pm	County Staff Meeting, 601 State Street, HR
Apr 22	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Apr 23	3:00pm	HRC Budget Committee Meeting, 601 State Street, HR
Apr 28	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)

WORK SESSION

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 3/16/2020 **DEPARTMENT:** Health Department **NAME:** Trish Elliott

SUBJECT: 2019 Novel Coronavirus (COVID-19) Update

AUTHORITY: *ORS:* _____ *OAR:* 333.18.0020 - 333.019.000

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Provide update to Board of Commissioners on COVID-19 response. Report on public health activities that are happening with local, regional, state and federal partners.

ATTACHMENTS: None 0

FISCAL IMPACT:

Decrease in revenue due to staffing demands related to novel virus planning and response.
Increase in staff accrual of CT (maybe above cap) due to department demands.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Informational

ADMINISTRATION RECOMMENDATION:

Receive information from Health Director regarding the Coronavirus.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: March 16, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Hood River Valley Parks & Recreation District Update re: District Dissolution and Reformation

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Mark Hickok, Director for the Hood River Valley Parks and Recreation District will be sharing information on their plan for dissolving the current Park District and going to the voters asking for the District to be reformed.

It is possible Mark will be requesting the Commissioners to hold 1 or more special meetings in order to meet needed deadlines to get approval to put this concept to the voters on the November 2020 ballot.

ATTACHMENTS: None 0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Receive information from the Parks & Recreation District representative(s) and consider setting a special meeting(s) as needed.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____



Meeting Date: March 16, 2020

To: Hood River County Board of Commissioners

From: Hood River Valley Parks & Recreation District Board of Directors

Subject: Reforming the Parks District

In 1990, the Hood River Valley Parks & Recreation District (District) was formed in order to save the failing city pool. Two years later, the voters approved a measure that increased the scope of the District by authorizing the District to provide expanded Parks and Recreation services to the community. This was good for the expanding community, but the funding was not increased to compensate for the added burden of providing additional services. In the late 1990's, Oregon's tax limiting measures froze the District's tax rate at \$0.34 per \$1,000 (among the lowest in the state). Meanwhile the District continued to expand services in Hood River County by developing parks and trails and covering the pool to make it a year-round facility. As our community grows, the Parks District is continuing to meet the increased demand by expanding parks and trails; however, the District does not have the resources to fund long-term maintenance of these community assets. Furthermore, a 2018 evaluation of the aquatic center (Opsis Architecture) stated the current pool is failing and will need to be replaced within 5 years. Our community needs to be ready for this replacement and ongoing maintenance obligations.

The District's Board of Directors have been considering several strategies over the last couple of years to fund sustainable ongoing operation of the District and replacement of the pool. Under Oregon Law, the District does not have the option to increase the permanent tax rate with a single ballot measure. Rather, it is only possible to increase the tax rate if voters choose to dissolve our District and form a new parks district at a different tax rate. This formation process requires the County Board of Commissioners to approve an "Order of Formation" for the voters to consider forming such a new district. In conjunction, the District Board would approve a measure to dissolve the current District to be placed on the ballot in the same election. The measures would contain language to ensure that both measures must be approved in order to take effect.

The Parks District Board has unanimously decided to move forward with a plan to ask the voters to dissolve the current District and form a new parks district in the November 2020 election. Over the next month we will be developing all the details for what the new parks district would entail and an appropriate tax rate to present to the voters. We are asking for the Hood River County Board of Commissioners' support to work with us to put the Order of Formation of a new parks district on the November 2020 Ballot.

Detailed Timeline for HRVPRD Dissolution/Reformation

- **March 4th - District Board Strategy Meeting –**
 - **Action:** *HRVPRD Board Provides direction for staff to draft presentation of dissolution and reformation process to county and draft.*
- **March 6th – Packet Information due for March 16th County Board Meeting –**
 - **Action:** *HRVPRD staff provide county with memo for packet.*
- **March 16th – Presentation at County BOC Meeting –**
 - **Action:** *HRVPRD staff and board present to county, introducing the idea of dissolving and reforming the district and ask for support.*
- **March 18th – HRVPRD Board Meeting – Draft Initial “Order of Formation”**
 - **Action:** *HRVPRD Board – Approve Order of Formation to go to County BOC.*
- **April 9th – Present draft of Initial Order of Formation for county legal to review –**
 - **Action:** *HRVPRD attorney to send Order of Formation to County staff and legal for review.*
- **April 23rd – Provide Order to County for May 4th meeting (final version) –**
 - **Action:** *HRVPRD Attorney to send Final Version of Order of Formation to County for May 4th BOC meeting. Must have maximum tax rate established.*
- **May 4th – County BOC - Adoption of order initiating formation –**
 - **Action:** *County BOC Approve Adoption of Order of Formation*
- **June 15th – County BOC – First hearing of order initiating formation –**
 - **Action:** *County BOC hold first hearing.*
- **July 6th – County BOC – Second hearing of order initiating formation –**
 - **Action:** *County BOC hold second hearing.*
- **July 15th – Finalize Ballot Titles and Explanations at HRVPRD Board Meeting**
 - **Action:** *HRVPRD Board – Approve Both Ballot Measure Timelines*
- **July 16th – County Elections Official to publish notice of District Board Election –**
 - **Action:** *HRVPRD Staff - Ensure all filings with County are completed*
- **August 15th – Last day to file ballot title with County Elections Office for District –**
 - **Action:** *HRVPRD Attorney and County Attorney’s to file ballot titles and explanations*
- **August 25th – Deadline to file for new district board positions –**
 - **Action:** *Candidates file for new district board positions.*
- **September 3rd – Oregon Secretary of State filing of measure election–**
 - **Action:** *File Form SEL 803 for District; ensure Form SEL 801 filed for County*
- **November 2nd – Election Day**



Columbia Cascade Housing Corp.

To: Chair Oates and Commissioners - Hood River Board of County Commission
 Jeff Hecksel – Hood River County Administrator
From: Dave Peters – Homeownership Programs Manager
 Joel Madsen – Executive Director
Subject: CET for Affordable Housing – CCHC Down Payment Assistance Program
Date: March 16th, 2020

Columbia Cascade Housing Corporation (CCHC) requests a two-hundred and fifty thousand dollar (\$250,000) commitment of Hood River County's (County) earned revenue collected through the Construction Excise Tax (CET) for CCHC's Down Payment Assistance Program. This request is intended to complement our application to Oregon Housing and Community Service's (OHCS) Request for Applications (RFA) #5052 aimed at meeting a regionally identified need. CCHC's Down Payment Assistance Program (DPA) will leverage private and public (local and state) resources to assist households below 100% Area Median Income (AMI) achieve homeownership.

In accordance with Chapter 3.24 – Construction Excise Tax of the County's Code, all CET revenue, with the exception of a portion of those CETs levied from commercial, industrial and mixed-use property *and* that portion withheld for administrative costs as authorized by Section 8 and 9 of Chapter 59, Oregon Sessions Laws, 2016 *shall* be used to fund developer incentives and affordable housing programs. CCHC intends to use the funds committed through the County's CET for our DPA program, an affordable housing program.

CCHC has administered state funded down payment programs in the past and we anticipate this program to be a continuation of past successes. We have assisted 17 families purchase homes valued at over \$2,500,000 with previous down payment assistance programs. CCHC has done many other programs in support of homeownership, including approximately \$2,000,000 in needed health and safety repair loans to home owners in the Gorge during the last 13 years. CCHC also assists the state of Oregon with assistance in preventing foreclosure. This has been completed through participation in a mediation program to prevent foreclosure, as well as loans to people who had been facing foreclosure. More than \$2,000,000 has been lent to homeowners to prevent foreclosure. We also offer homebuyer education and counseling to prospective homebuyers.

CCHC's DPA program will intentionally serve households below 100% AMI and the housing units built or purchased with the use of construction excise tax funds will have recorded in its chain of title a deed restriction which requires that the property remain 'affordable housing,' as defined by the County's Code for a period of no less than 50 years from the date of restriction. This deed restriction is what adds complexity to our DPA program however it maintains consistency with the County Code - 3.24.105 Use of Revenue.

Additional information regarding Shared Equity Programs and Community Land Trusts (CLTs) is to follow.

- Homeowners participating in shared equity programs/CLTs experience 1/10 the foreclosure rate of non-shared equity homes.
- Taxes, including the land, are paid by the homeowner.

www.columbiacascadehousingcorp.org
 500 E 2nd St. The Dalles, OR 97058
 1-541-296-3397; 1-800-800-3397 (Toll Free)
 1-541-296-8570 (Fax)





Columbia Cascade Housing Corp.

Mechanics of how the program would work:

- Potential homebuyer applies for the program by completing a Hood River Downpayment Program application.
- When funds become available to CCHC, CCHC would notify all applicants. Those that want to be considered would be required to provide a pre-qualification letter from their lender and proof that they have taken the CCHC homebuyer education class, or another, approved class as well as proof of attending CCHC's Financial Education classes.
- Buyer would have to qualify for loan through approved lender. FHA, Fannie Mae, Freddie Mac, all accept the shared equity model.
- A drawing would be made with all qualified applicants.
- Homebuyer signs an Addendum to Real Estate Sale Agreement with the Purchase Agreement
- The Shared Equity calculation method (Resale Formula), while not determined at this time, will be one of the two methods listed below and would be specified in the Real Estate Sale Agreement;

1.) Fixed-rate formulas. The simplest of all types of resale formulas, fixed-rate formulas adjust the resale price upward by applying what is in effect a fixed rate of interest on the base price (not the settlement price) from year to year. At any given time, a simple mathematical calculation will allow either the CLT or the homeowner, independently, to determine the then current purchase option price. Most CLT's in our region use 1.5% increase per year

2.) Shared Appreciation -appraisal-based formulas. Appraisal-based formulas adjust the resale price by adding to the base price a certain percentage of any increase in appraised market value. Rather than itemizing the factors that can cause increases or decreases in value, these formulas let the market measure changes in value. Any increase in value is then shared between CCHC's shared equity program and the homeowner on a specified basis.



Hood River County

Construction Excise Tax for Affordable Housing

Agreement for Projects Funded with Construction Excise Tax Funds

Down Payment Assistance

Introduction

This Grant Agreement ('Agreement') is entered into by and between the County of Hood River, together with its successors and assigns (hereinafter referred to collectively as 'Grantor') and Columbia Cascade Housing Corporation, an Oregon nonprofit corporation, together with its successors and assigns (hereinafter referred to as 'Grantee').

Recitals

- A. This Agreement is funded through the construction excise tax for affordable housing collected on behalf of Grantor pursuant to the Hood River County ordinance establishing a construction excise tax to support affordable housing programs, Ordinance No. 343.
- B. Grantor has reviewed the Grantee's proposal and determined the activities, as hereinafter defined, are feasible and merit funding. The proposal is incorporated herein by reference.

Agreement

For good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Use of Grant Funds

a. Incorporation of Recitals and Exhibits and Attachments.

The foregoing Recitals and the attached Exhibits and Attachments are incorporated herein by reference.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **XXXXXXXXXX through XXXXXXXXXX**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Grantor's legal counsel. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Grantor or to Grantee hereunder.

3. Scope of Activities

The work to be performed by Grantee ('Work') is described in the Work and Marketing Plan (**Exhibit A**). Grantee shall perform all Work in accordance with the terms and conditions of this Agreement. Any requests or changes to Grant fund use or the Work from the original intended purpose must be approved in writing by Grantor in order for Grantee to retain use of the Grant funds.

4. Consideration; Reporting

- a. Grantor has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **TWO HUNDRED AND FIFTY THOUSAND**

DOLLARS (\$250,000) ('Grant'). Distributions will be made in accordance with Section 6 unless otherwise agreed to by Grantor.

- b. Any desired use of funds by Grantee which differs from the approved scope of work must first be approved in writing by the Grantor. 100% of the grant award must be used for the work or funding indicated in the application and may only cover administrative expenses if included in the original approved scope of work and noted previously in this Section. Any interest earned by Grantee while the funds are being held by Grantee prior to disbursement to an eligible borrower will not be restricted in any way.
- c. Upon expiration or termination of this Agreement, Grantee shall return all unexpended grant fund monies to the Grantor within 60 days.
- d. Completion and submission of a final closeout report is due within 60 days or the earlier of the expiration or termination of this Agreement.

5. Funding Collection

Grant funds specified in the Consideration section of this Agreement may include monies that have not yet been collected by Grantor, but which Grantor anticipates receiving for us in funding this Agreement. All disbursements of funds by Grantor are contingent upon them being lawfully collected, allocated and available to the Grantor.

6. Request for Funds

Grantee shall request grant funds in such form and manner as is satisfactory to or required by the Grantor. Grantee shall request all of the awarded funds to begin its program.

7. Redistribution or Retention of Fund

If grant funds are not obligated by Grantee in a timely manner as determined by Grantor at its sole discretion, Grantor may at its sole discretion, reduce or recapture Grantee funding and redistribute such funds to other grantees or retain such funds for other Grantor use. This remedy is in addition to any other remedies available to Grantor under this Agreement or otherwise.

8. Termination

- a. Grantor may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of Grantor's loss of funding or expenditure authority or for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one of more of its sub-recipients, agents, subcontractors, successors or assigns, as determined by Grantor in its sole discretion.
- b. Grantor may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by Grantor in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, or assigns by which Grantee, as determined by Grantor at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breached a duty, owed to

Grantor under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Grantee fails to fulfill timely any of its obligations under this Agreement;
 - ii. Grantee fails to comply timely with directives received from Grantor;
 - iii. Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
 - iv. Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - v. Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - vi. Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- c. Grantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;
- i. Grantor unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30 – day notice period.
 - ii. Grantor provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if County ordinances, Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Board of County Commission, Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligation under this Agreement.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Grantor may, in its sole and absolute discretion, require that Grantee obtain prior Grantor approval from it for any additional expenditures that would obligate Grantor to reimburse it from Agreement grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Grantee nor Grantor shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Grantor may withhold any reimbursement to Grantee in the amount of compensation for damages due Grantor from Grantee (as estimated by Grantor in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Grantee or Grantor at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or e-mail shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor's primary contact within twenty-four (24) hours. Any communication or notice by persona delivery shall be deemed to be given when actually delivered.

15. Confidentiality

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s) and reporting to OHCS, as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients, ensure that all its officers, employees and agents are aware of an comply with this confidentiality requirement.

16. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other source unless such funds are used solely to increase the total services provided under this Agreement.

17. Monitoring Required

a. Grantor Authorized to Monitor Grantee

Grantor may monitor the activities of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder Grantor also may ensure that performance goals are achieved as specified in the approved request. Monitoring activities may include any action deemed necessary or appropriate by Grantor including, but not limited to the following: (1) the review (including copying) from time to time of Grantee and any and all sub-recipient(s) files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipients(s), and their officers, employees, agents contractors and other staff. Grantor my utilize third parties in its

monitoring and enforcement activities, including monitoring by peer agencies. Grantor monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Grantor and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by Grantor and agrees to cooperate fully with same, including requiring by agreement that and causing its sub-recipients so cooperate.

Grantor reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with Grantor in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for Grantor to require special conditions and may be deemed by Grantor as a failure by the Grantee to perform its obligations under this Agreement.

18. Monitoring

- a. Grantor generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, Grantor will endeavor to provide Grantee with a written report as to its findings from that inspection. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by Grantor.
- b. Grantor may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, Grantor will endeavor to communicate in writing to the Grantee. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonable required by Grantor.

19. Monitoring: Major Findings Resolution

Grantor may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in Grantor's monitoring of Grantee's performance under this Agreement. The tracking record developed by Grantor may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Grantor by written report or otherwise.

20. Remedies

- a. If Grantor determines, in its sole discretion, that Grantee failed to comply timely with any material obligation under this Agreement, including but not limited to any Grantor directive or term of a corrective action plan, Grantor may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part of all of this

Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from Grantor; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of Grantor provided in this Section shall not be exclusively and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

21. Return of Unexpended Grant Funds at Expiration or Termination

All unexpended cash from such Grant funds remaining at the expiration or termination of this Agreement must be returned by Grantee to Grantor no later than thirty days following the expiration or termination of this Agreement, whichever is earlier. This Section shall not be construed as permitting an extension of the time allowed for using Grant funds that is not consistent with Grantor requirements or other controlling law.

22. Expenditures Properly Supported

Expenditures for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents pertaining in whole or in part to the Agreement (or in the case of sub-recipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles. Grantor may require such other information as it deems necessary or appropriate in its sole discretion.

23. Disallowance of Costs

Grantor neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Grantor except for costs incurred by Grantee solely due to the negligence of Grantor, its employees, officers or agents. If a cost is disallowed by Grantor after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Grantor, either demonstrate to the satisfaction of Grantor that such disallowances is in error or make repayment of such cost.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with Grantor and all appropriate investigative agencies and shall assist in recovering invalid payments.

24. Records Maintenance

Grantee shall, and shall require and cause its sub-recipients to, prepare, and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state

and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

25. Records Access

Grantor shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantor who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by Grantor under this Section.

In its agreement with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by Grantor of the sub-recipient's books and records related to this Agreement.

26. Insurance and Workers Compensation

Grantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Grantor.

All employers, including Grantee, that employ subject workers who work under this 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(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

27. Grantee Status

- a. Grantee shall perform all Work under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the County with respect to Work performed under this Agreement
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees;
 - i. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction violation of federal or State antitrust statutes; or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- iii. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection d(ii); and
 - iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

28. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Construction

The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid.

30. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original all of which shall constitute but one and the same instrument.

31. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify Grantor and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to grant funds provided or to be provided hereunder as well as to reimburse Grantor for an amount equal to the Grant funds received by it under this agreement that Grantor must repay to a source of such funds.

32. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Grantor or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearing officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Grantor by its counsel.

33. Time is of the essence

Time is of the essence in the performance of all obligations under this Agreement.

34. No Limitations on Actions of Grantor in Exercise of Its Government Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit actions of the Grantor in the exercise of its government powers. The exercise of its governmental powers by Grantor shall not constitute a breach of this Agreement.

35. **Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

36. **Merger Clause**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.

37. **CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- C. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____ Title: _____

By (print name): _____

Date: _____

Contact Person (type or print): _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-mail

Address: _____

Grantee

Address: _____

DUNS #: _____ TIN

#: _____

Hood River County - Administration
601 State Street Hood River, Oregon 97031

By: _____ Date: _____

Jeff Hecksel, County Administrator

Grantor Contact Person:

Contact Telephone Number:

Contact e-mail address:

DRAFT



Columbia Cascade Housing Corp.

Hood River County Down Payment Program

What Does the Down Payment Assistance Program Cover?

- Down payment and closing costs, and pre-paid expenses associated with buying a home
- Shared Equity DPA: Up to \$125,000 in assistance with Shared Equity
- Sales and/or appraisal price of the home cannot exceed \$480,000

Funding provided by Columbia Cascade Housing and the following partners:



Call - (541) 296-3397

Se habla Español



Am I Eligible?

- Have not owned a home in the last three years, or I have been displaced or divorced
- Buying a single-family home or condominium within Hood River County
- Completed ABC of Homebuying or other comparable home buyer education class
- Is approved for a mortgage loan from a participating lender

Household income is less than 100 percent of the Hood River County area median family income (MFI)

- Currently \$70,700 for a family of 4



ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 37 CET - HOUSING PROGRAM							
300.01-01	BEGINNING FUND BALANCE	111,522-	143,778-	0	143,778-	32,256	128.92
341.85-10	HOUSING PROGRAM	50,000-	27,670-	0	27,670-	22,330-	55.34
		-----	-----	-----	-----	-----	-----
*		161,522-	171,448-	0	171,448-	9,926	106.15
		-----	-----	-----	-----	-----	-----
**	REVENUE	161,522-	171,448-	0	171,448-	9,926	106.15
463.30-31	CET - HOUSING PROGRAM	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	161,522	0	0	0	161,522	.00
***	CET - HOUSING PROGRAM	0	171,448-	0	171,448-	171,448	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 38 CET - DEVELOPER INCENTIVE							
300.01-01	BEGINNING FUND BALANCE	158,411-	220,922-	0	220,922-	62,511	139.46
341.85-11	DEVELOPER INCENTIVE	70,000-	46,694-	0	46,694-	23,306-	66.71
		-----	-----	-----	-----	-----	-----
*		228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
**	REVENUE	228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
463.30-32	CET - DEVELOPER INCENTIVE	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
463.99-99	ENDING FUND BALANCE	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
*	TRANSFERS AND OTHER	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	228,411	0	0	0	228,411	.00
		-----	-----	-----	-----	-----	-----
***	CET - DEVELOPER INCENTIVE	0	267,616-	0	267,616-	267,616	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460	CONSTRUCTION EXCISE TAX						
DEPT 99	SPECIAL REVENUE - OTHER						
DIV 39	CET - NEXUS TO HOUSING						
300.01-01	BEGINNING FUND BALANCE	55,453-	82,658-	0	82,658-	27,205	149.06
341.85-12	NEXUS TO HOUSING	25,000-	19,024-	0	19,024-	5,976-	76.10
		-----	-----	-----	-----	-----	-----
*		80,453-	101,682-	0	101,682-	21,229	126.39
		-----	-----	-----	-----	-----	-----
**	REVENUE	80,453-	101,682-	0	101,682-	21,229	126.39
463.30-33	CET - NEXUS TO HOUSING	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	80,453	0	0	0	80,453	.00
***	CET - NEXUS TO HOUSING	0	101,682-	0	101,682-	101,682	.00
****	SPECIAL REVENUE - OTHER	0	540,746-	0	540,746-	540,746	.00
*****	CONSTRUCTION EXCISE TAX	0	540,746-	0	540,746-	540,746	.00

PUBLIC HEARING



Hood River County Forestry Department

918 18th Street, Hood River, OR 97031

Douglas M. Thiesies, County Forest Manager
TEL (541) 387-6888

To: Hood River County Board of Commissioners
From: Douglas M. Thiesies, Director, County Forestry Department
Date: Feb 28, 2020 (for March 16th, 2020 Public Hearing)
RE: **Forest Land Lease and Easement for Crystal Springs Water District South Reservoir site.**

I. Background:

A. Request: A lease and associated easements encumbering approximately 3.5 acres of county forestland for use by Crystal Springs Water District as a water reservoir site near the end of Dog River Road. The primary reason for this request is to provide Crystal Springs Water District the ability to provide storage for the south half of the district and meet needs identified in the CSWD 20 year Master Plan. The Hood River County Board of Commissioners (BOC) has expressed general support of Crystal Springs in improving water storage in their service area.

The proposed lease will compensate the County for use of land and timberland productivity that the public will forego due to the water district use of the County forestland. Since 2018, the Forestry Director has worked with Crystal Springs to develop an alternative that would meet the needs of Crystal Springs and the County. In April 2019, Crystal Springs Water District signed an understanding and terms letter outlining conditions for a proposed lease and easement arrangement with the County. Next, lease and easement documents were prepared and reviewed by County Counsel. At the January 21, 2020 Board of Commissioner meeting, the BOC set a hearing date for March 16, 2020, at 6pm or soon thereafter, to consider a Lease and Easement proposal with Crystal Springs Water District. The water reservoir proposal would alienate approximately 1.24 acres of designated county forest and is subject to the requirements of ORS 275.330.

B. Location: The Property proposed for alienation by lease and easement is located South of Dog River Road. The affected parcel is further described below:

Property proposed for Lease to Crystal Springs Water District:

T1S, R10E, 20, Portion of Tax Lot 200

T1S, R10E, 21, Portion of Tax Lot 400

C. Zoning: T1S, R10E, 20, Portion of Tax Lot 200 is zoned F1. Unimproved.
T1S, R10E, 21, Portion of Tax Lot 400 is zoned F2. Unimproved.

D. Current Use: Property currently used as timberland.

E. Staff Attachments:

Exhibit A- Terms Letter

Exhibit B –Lease & Easement Document w/exhibits.

Exhibit C- Notice of Hearing

II. Findings of Fact and Conclusions of Law:

Alienation of County Forest Land is governed by ORS 275.330.

In general, alienation proceedings must be heard by the Board of Commissioners acting in a quasi-judicial capacity, following due notice published for two consecutive weeks in a newspaper circulated generally in the county describing the property affected. ORS 275.330(2).

Before making an Order for alienation of county forest, the Board of Commissioners must conduct a hearing at which objections to the proposed alienation may be heard. ORS 275.330(3). The Board must make a determination that the alienation is in the best interests of the public. ORS 275.330(2).

A. Procedural Requirements.

1. Notice of Hearing. ORS 275.330(2). The Notice of Hearing describing the property to be alienated, applicable approval criteria, hearing date, location and time was published in the Hood River News on the 4th, 7th and 11th of March 2020. In addition, the County mailed the Notice of Hearing to requesting agencies and landowners owning property within approximately 1500 feet of the project. (See Exhibit C).

2. Quasi-Judicial Hearing. The Board of Commissioners will conduct the hearing as an adjudicative matter, acting in a quasi-judicial capacity. All documents submitted for the BOC's consideration have been made available to the public, including this staff report and exhibits, and to the extent applicable, the hearing will be conducted pursuant to the hearing procedures set forth in ORS 197.763 and Section 6.D.40 of the Hood River County Administrative Code for quasi-judicial hearings.

3. Order Authorizing Alienation. ORS 275.330 (3). Following conclusion of the hearing and deliberations, if the Board determines the alienation is in the best interest of the County, an Order shall be made to authorize the alienation and utilize the funds for future acquisition of lands. The Order authorizing the alienation will be subject to review by the Circuit Court under writ of review requirements set forth in ORS Chapter 34.

B. Substantive Approval Criteria.

1. Best interest of the public. The lease payment amount was derived by comparing current utility lease rates of other County Forest properties, timber growth value of the 3.5 acres of designated county forest and considering benefits of fire emergency water access at the site.

After negotiation, Crystal Springs Water District agreed to the lease terms outlined in the letter dated April 22nd, 2019. (Exhibit A) The lease payments will allow the County to acquire additional lands with the revenue and offset loss of timber revenue from the 3.5 acres proposed for Crystal Springs Water District use.

This alternative also accommodates general BOC support for the Crystal Springs Water District project to facilitate a water reservoir and improve delivery limitations in the Parkdale area which includes commercial, industrial and residential use.

Based on the foregoing considerations, Forestry believes the proposed alienation is in the best interests of the County since it provides consideration to the County for the Forestland alienation, timber growth value, provides access to fire emergency water and accommodates a BOC supported water improvement project for the South half of the Crystal Springs Water District.

III. Recommendation:

Based upon the above Findings of Fact and Conclusions of Law, the County Forestry Director hereby recommends that the Board of Commissioners approve the proposed alienation of designated county forest and the signing of the lease and easement documents provided and direct legal counsel to enter an Order finding that the alienation is in the best interest of the public, as set forth herein.



Crystal Springs Water District

Domestic Water System

PO Box 186 / 3006 Chevron Drive Odell, Oregon 97044 Phone:(541)354-1818

Doug Thiesies
Forest Manager
Hood River County
918-18th St.
Hood River, OR 97031

RE: Letter of Understanding for lease of Hood River county forest lands.

Dear Mr. Thiesies:

Below are the terms we have discussed. Upon approval of a lease and these terms by our respective Boards, Crystal Springs Water District will continue to develop a reservoir and access road on Hood River County Forest land at the location we have discussed.

Terms:

- Hood River County will grant Crystal Springs a pipeline and road easement total width and length to be determined. Crystal Springs to provide a survey of final locations.
- Lease terms for approximately 1.7 acres to be 99 years at \$350.00 per month adjusted annually, in relations to any change in inflation as established by Seattle Washington CPI-U or comparable escalation index if the future CPI-U calculation is revised by the Bureau of Labor and Statistics. Escalation shall commence on December 31, 2019. Lease payment shall be made annually beginning on the first month of the lease period and continued each January thereafter. Payment shall be prorated on a monthly basis for the first year.
- Both parties shall limit motorized public access to the reservoir site with road gates.
- Crystal Springs will supply emergency water service at the reservoir site.
- Crystal Springs Water District, if not already done by Hood River County, will clear deck logs to specifications set by the forestry department.

A handwritten signature of Doug Thiesies, consisting of a stylized 'D' and 'T'.

Doug Thiesies
Forest Manager
Hood River County
918-18th St.
Hood River, OR 97031

4-22-19

A handwritten signature of Frederick W. Schatz, written in cursive.

Frederick W. Schatz
Superintendent
Crystal Springs Water District
P.O. Box 186
Odell, OR 97031

LEASE

Date: _____

Between: Hood River County, a Home Rule County ("Lessor")
601 State Street
Hood River, OR 97031

And: Crystal Springs Water District, an Oregon Special District ("Lessee")
3006 Chevron Drive / PO Box 186
Odell, OR 97044

Lessor hereby leases to Lessee and Lessee leases from Lessor the following real property (the "Premises") owned by Lessor and legally described and set forth as "Parcel 4 – Lease Parcel" in Exhibit A attached hereto.

As part of the consideration for this lease, Lessor shall also grant certain non-exclusive access and utility easements to Lessee over, under and across other land owned by Lessor, for Lessee's use in connection with Lessee's use of the Premises. The easement parcels are also legally described on Exhibit A hereto as follows:

- PARCEL 1 – Access, Utility, Slope & Drainage
- PARCEL 2 – Slope and Drainage Easement
- PARCEL 3 – Waterline Easement

Exhibit B hereto is a map illustrating and delineating the Premises and easement areas. The easements granted by Lessor shall be in the form attached hereto as exhibit C. and shall be executed and recorded by the parties upon execution of this lease.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence _____, and continue for a period of ninety-nine (99) years through _____, unless sooner terminated as hereinafter provided.

1.2 Possession. Lessee's right to possession and obligations under the lease shall commence following entry of the Order pursuant to ORS 275.330.

Section 2. Rent

2.1 Rent. During the term, Lessee shall pay to Lessor as rent the sum of \$350.00 per month (\$4200 per year). Rent shall be payable on the first day of January each year in advance at such place as may be designated by Lessor except that rent for the first year shall be prorated based on the date of lessee's right to possession as stated above, and paid upon the execution of this lease, and Lessor acknowledges receipt of this sum.

2.2 Escalation. The base rent provided in Section 2.1 shall be increased in the month of January each year commencing January 2021, by a percentage equal to the percentage change in the Consumer Price Index, if any, published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index for the City of Seattle, Washington CPI-U, or the nearest comparable data on changes in the cost of living if such index is no longer published.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used as a reservoir site, access road, waterline, utilities and associated facilities (herein "Lessee's infrastructure") to be constructed by Lessee and utilized as part of Lessee's domestic water supply district pursuant to ORS Chapter 264, and for no other purpose without the consent of Lessor, which consent shall not be withheld unreasonably.

3.1(a) During construction of Lessee's infrastructure, Lessee shall clear and deck logs cut to specifications set by the forestry department if not already done by Lessor.

3.1(b) Lessor will have the right to use the access road constructed by Lessee in such manner as not to damage Lessee's infrastructure. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Lessee shall be responsible for the maintenance and repair of the access road.

3.1(c) Lessee shall supply Lessor with emergency water from Lessee's reservoir on the same rates, terms and conditions as other customers of Lessee.

Section 4. Repairs and Maintenance

4.1 Lessor's Obligations. Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises or to Lessee's infrastructure.

4.2 Lessee's Obligations. Lessee, at its expense, shall keep the Premises in good repair, operating condition, working order, and appearance.

Section 5. Insurance

5.1 Insurance Required.

5.1.1 Property. Lessee shall keep the Premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall also bear the expense of any insurance insuring the property of Lessee on the Premises against such risks.

5.1.2 Liability. Lessee further agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Lease, at levels necessary to protect against public body liability. This Lease is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

5.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in

the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 6. Utilities

6.1 Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises.

Section 7. Eminent Domain

7.1 If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Lessee was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises.

7.2 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 7 as a taking by condemnation.

Section 8. Liability and Indemnity

8.1 Liens

(1) Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

(2) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

8.2 Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Lessee agrees to hold harmless, defend, and indemnify Lessor, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee where the loss or claim is attributable to the negligent acts or omissions of Lessee. Nothing contained herein is intended to limit the remedy, if any, of Lessor against Lessee, including claims under subrogation agreements with the Lessee's insurance carrier, to recover damages to property or injury to persons caused by Lessee's negligence.

Section 9. Quiet Enjoyment

9.1 Lessor's Warranty. Lessor warrants that it is the owner of the Premises and easement parcels and has the right to lease and grant easements to them. Lessor will defend Lessee's right to quiet enjoyment of the Premises and easement parcels from the lawful claims of all persons during the lease term.

Section 10. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Lessor which shall not be unreasonably withheld. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of Lessee to pay any rent or other charge within 30 days after written notice that it is due.

11.2 Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 60 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 60-day period, this provision shall be complied with if Lessee begins correction of the default within the 60-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of Lessor by written notice to Lessee.

Section 13. Surrender at Expiration

13.1 Upon expiration of the lease term or earlier termination on account of default, Lessee shall surrender the Premises to Lessor. Lessee shall promptly decommission and remove its facilities and related equipment from the Premises to a depth of three (3) feet, and repair and restore the surface of the Premises, excepting ordinary wear and tear. Should this situation occur during the winter season, the restoration may commence at the start of weather permissible to commercially reasonable workmanship. Such time period shall be mutually agreed upon. In the event that Lessee's facilities and related equipment are not removed to commercially reasonable standards, they shall be deemed abandoned and become the property of the Lessor, and Lessee shall have no further rights thereto. In the event that Lessee's facilities and related equipment are not removed to commercially reasonable standards, Lessor shall have the option to fully decommission the facilities, have them removed, and repair and restore the Premises, excepting ordinary wear and tear, and collect the cost of such restoration from the Lessee.

13.2 Holdover

(1) If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this lease except the provisions for term or to eject Lessee from the Premises and recover damages caused by wrongful holdover.

(2) If a month-to-month tenancy results from a holdover by Lessee under this Section 13.2, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 10 days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 Recordation. Upon request by Lessee, Lessor shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Lessee may record the memorandum.

14.6 Entry for Inspection. Lessor shall have the right to enter upon the Premises at any time to determine Lessee's compliance with this lease.

14.7 Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

14.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent

shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

14.9 Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this lease.

Section 15. Dispute Resolution

15.1 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.

LESSOR:
Hood River County

LESSEE:
Crystal Springs Water District

By:

By:

EXHIBIT "A"

Crystal Springs Water District
 Hood River, OR 97031
 Job No.: 18877
 February 7, 2020

Parcel 1 – Access, Utility, Slope, & Drainage

A parcel of land for the purpose of access, utilities, slopes and drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land being fifty feet wide, lying twenty-five feet either side of construction centerlines "A", "B", and "C", construction centerlines being more particularly described as follows:

Construction Centerline Alignment "A"

Commencing at the Northwest corner of Section 21, Township 1 South, Range 10 East, Willamette Meridian, thence North $66^{\circ}42'22''$ East, 12.92 feet to the Point of Beginning; thence South $1^{\circ}28'16''$ West, 312.87 feet to a point of curvature; thence along a curve concave to the east having a radius of 350.00 feet and through a central angle of $27^{\circ}24'00''$ (chord bearing South $12^{\circ}13'44''$ East, 165.79 feet) and an arc length of 167.38 feet; thence South $25^{\circ}55'45''$ East, 34.69 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $5^{\circ}56'26''$ (chord bearing South $28^{\circ}53'58''$ East, 20.73 feet) and an arc length of 20.74 feet; thence South $31^{\circ}52'11''$ East, 67.26 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $2^{\circ}14'39''$ (chord bearing South $32^{\circ}59'30''$ East, 7.83 feet) and an arc length of 7.83 feet; thence South $34^{\circ}06'50''$ East, 27.39 feet to a point of curvature; thence along a curve concave to the southwest having a radius of 108.00 feet and through a central angle of $33^{\circ}05'38''$ (chord bearing South $17^{\circ}34'01''$ East, 61.52 feet) and an arc length of 62.38 feet; thence South $1^{\circ}01'12''$ East, 3.89 feet to a point of curvature; thence along a curve concave to the west having a radius of 340.00 feet and through a central angle of $20^{\circ}56'25''$ (chord bearing South $9^{\circ}27'01''$ West, 123.57 feet) and an arc length of 124.26 feet; thence South $19^{\circ}55'13''$ West, 54.00 feet to a point of curvature; thence along a curve concave to the east having a radius of 560.00 feet and through a central angle of $21^{\circ}55'34''$ (chord bearing South $8^{\circ}57'26''$ West, 213.00 feet) and an arc length of 214.30 feet; thence South $2^{\circ}00'21''$ East, 11.69 feet to a point of curvature; thence along a curve concave to the west having a radius of 320.00 feet and through a central angle of $41^{\circ}12'04''$ (chord bearing South $18^{\circ}35'42''$ West, 225.19 feet) and an arc length of 230.11 feet; thence South $39^{\circ}11'44''$ West, 182.94 feet to the terminus of this centerline, terminus point being North $4^{\circ}03'04''$ West, 1233.51 feet from the West quarter-corner of said Section 21.

Construction Centerline Alignment "B"

Beginning at the point of terminus of Construction Centerline Alignment "A" described herein; thence South $6^{\circ}31'39''$ West, 108.02 feet to a point of curvature; thence along a curve concave to the northwest having a radius of 35.56 feet and through a central angle of $33^{\circ}06'45''$ (chord bearing South

23°05'02" West, 20.27 feet) and an arc length of 20.55 feet; thence South 39°38'25" West, 48.78 feet to the terminus of the centerline.

Construction Centerline Alignment "C"

Beginning at the terminus of Construction Centerline Alignment "A" described herein; thence South 72°13'50" West, 110.26 feet to a point of curvature; thence along a curve concave to the southeast having a radius of 32.32 feet and through a central angle of 32°54'14" (chord bearing South 55°46'43" West, 18.31 feet) and an arc length of 18.56 feet; thence South 39°19'36" West, 48.13 feet to the terminus of this centerline.

Parcel 2 – Slope and Drainage Easement

A parcel of land for the purpose slopes and storm drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+09.64		6+23.24	25.00 feet in a straight line to 66.93 feet
6+23.24		6+44.24	66.93 feet in a straight line to 53.99 feet
6+44.24		6+56.64	53.99 feet in a straight line to 41.36 feet
6+56.64		6+66.40	41.36 feet in a straight line to 34.33 feet
6+66.40		6+78.50	34.33 feet in a straight line to 28.64 feet
6+78.50		6+88.68	28.64 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 3 – Waterline Easement

A parcel of land for the purpose of a constructing and maintaining a waterline lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+88.68		6+89.54	25.00 feet in a straight line to 61.61 feet
6+89.54		7+07.57	61.61 feet in a straight line to 63.13 feet
7+07.57		7+11.16	63.13 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

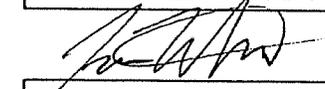
Parcel 4 – Lease Parcel

A parcel of land lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being more particularly described as follows:

Commencing at a the terminus of Construction Centerline Alignment "B", thence South 50°19'53" East, 38.50 feet to the Point of Beginning, point being the most northeasterly corner of the herein described parcel; thence along the southeasterly line, South 39°39'15" West, 257.00 feet; thence along the southwesterly line, North 50°19'53" West, 210.00 feet; thence along the northwesterly line, North 39°39'15" East, 257.00 feet; thence along the northeasterly line, passing through the terminus of Construction Centerline Alignment "C" at a distance of 42.50 feet, South 50°19'53" East, 210.00 to the point of Beginning.

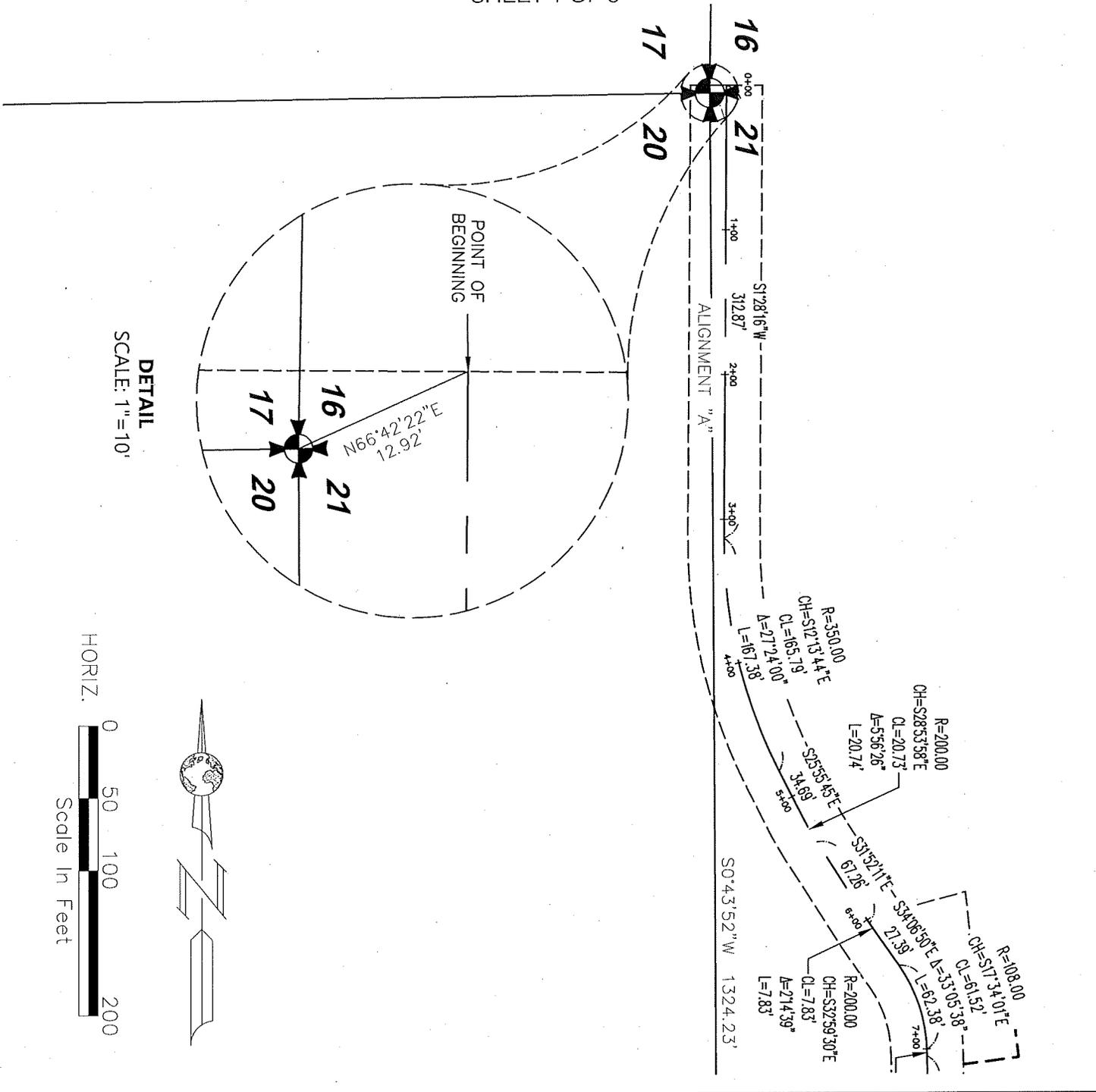
Containing in area: 1.24 acres of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWS: 6/30/2020



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

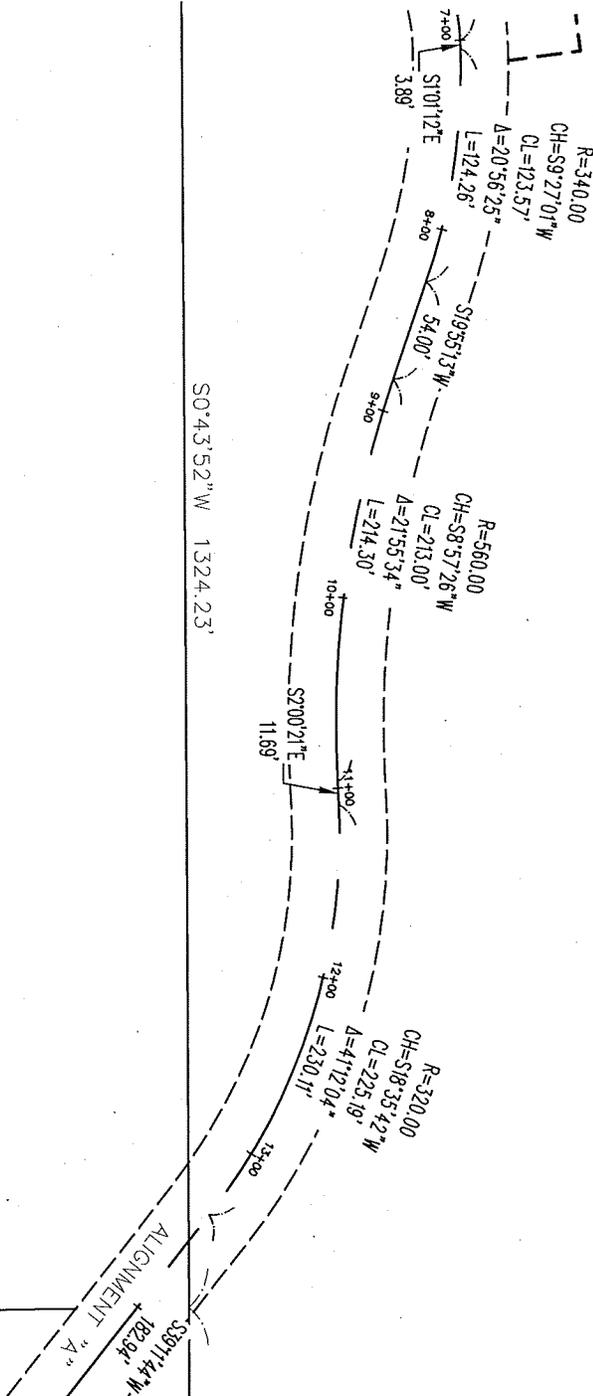
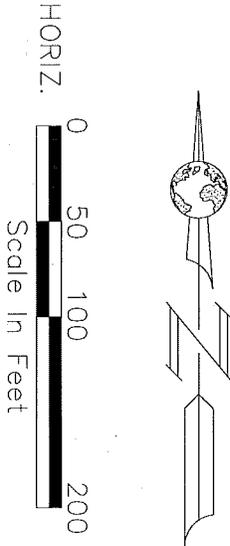
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 2 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

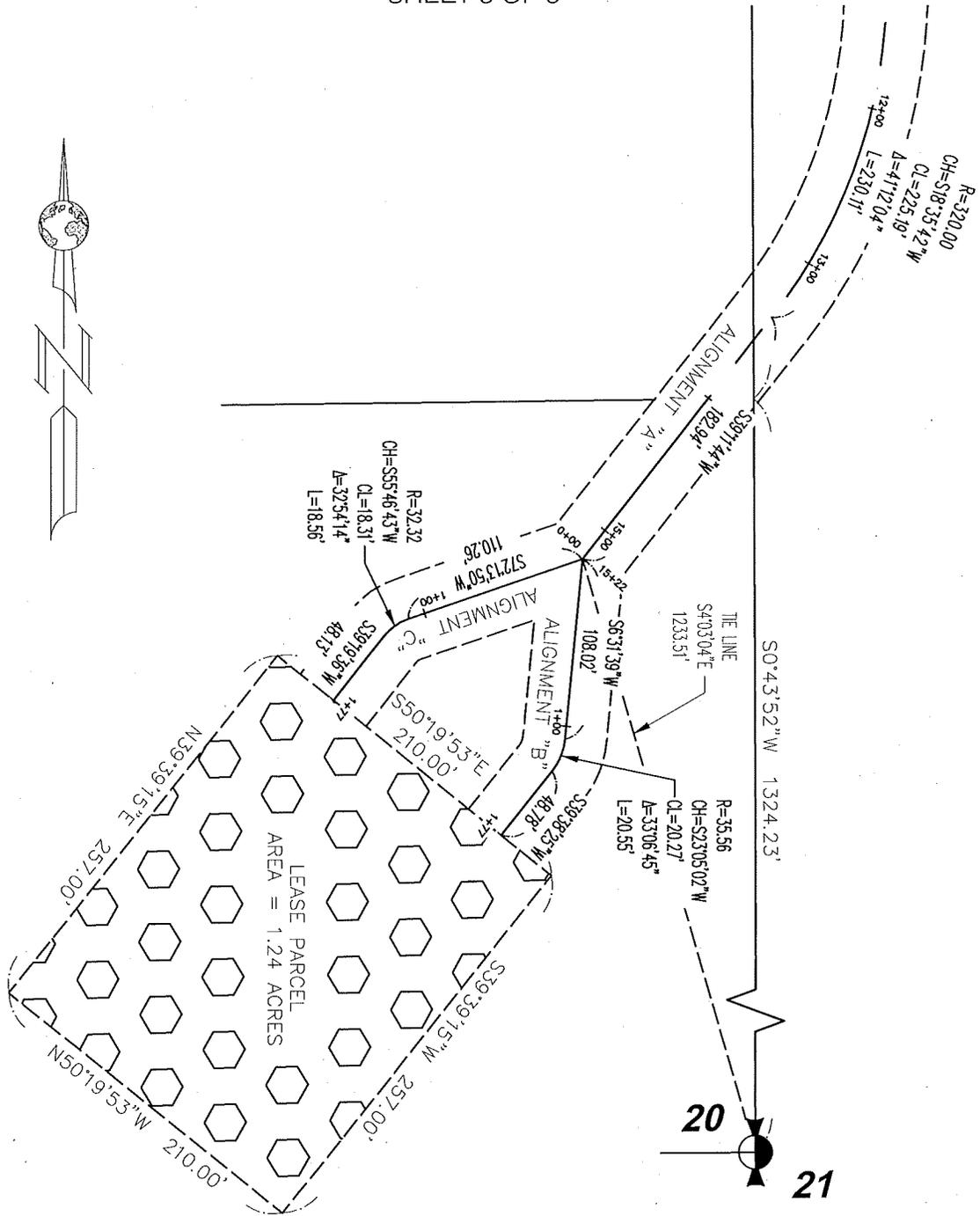
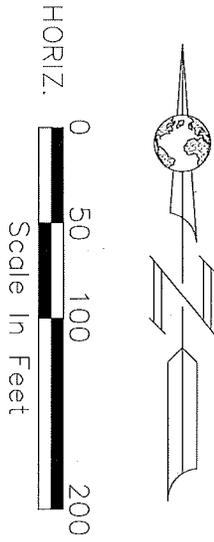
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 3 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

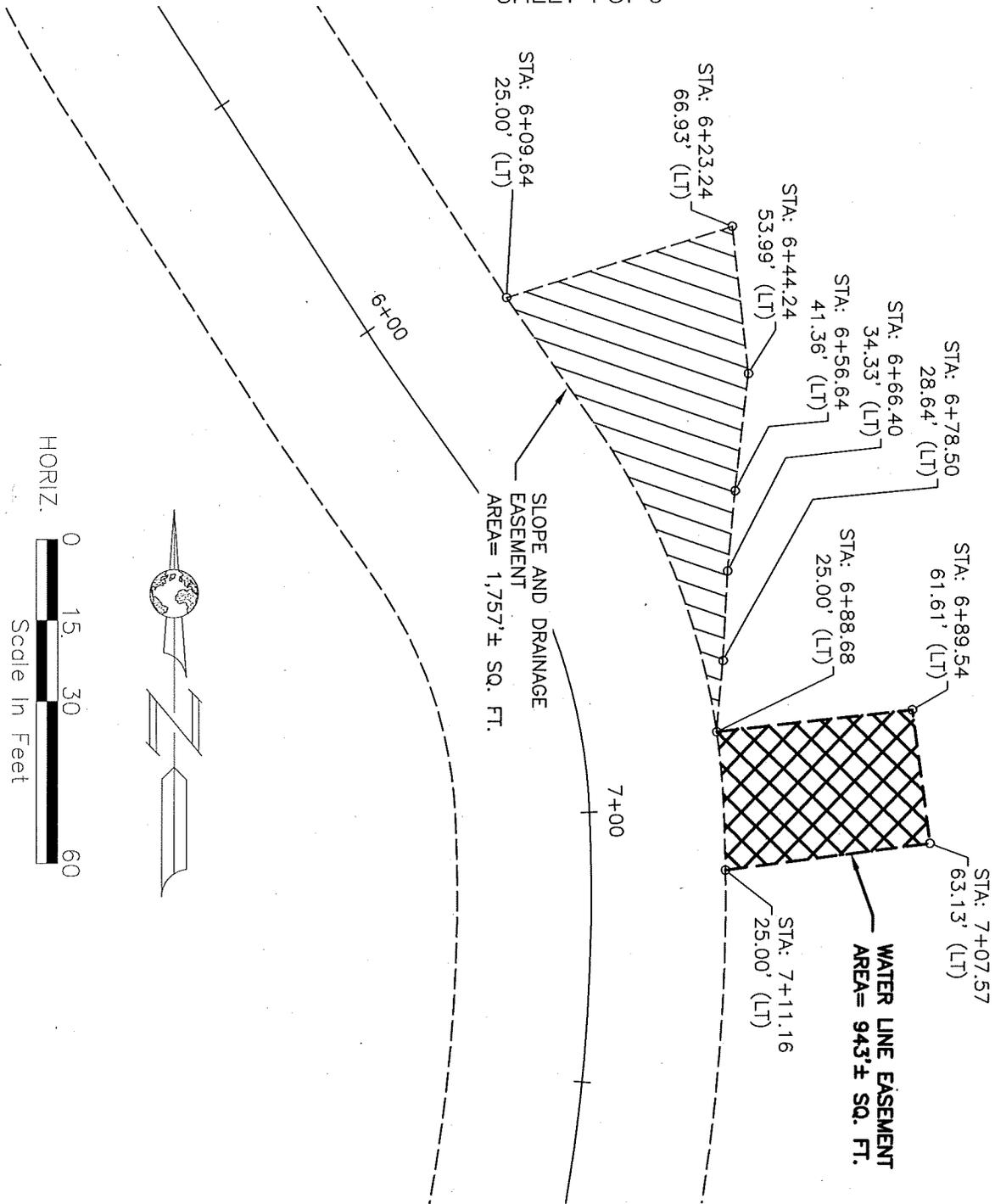
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 4 OF 5

SCALE: 1" = 30'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

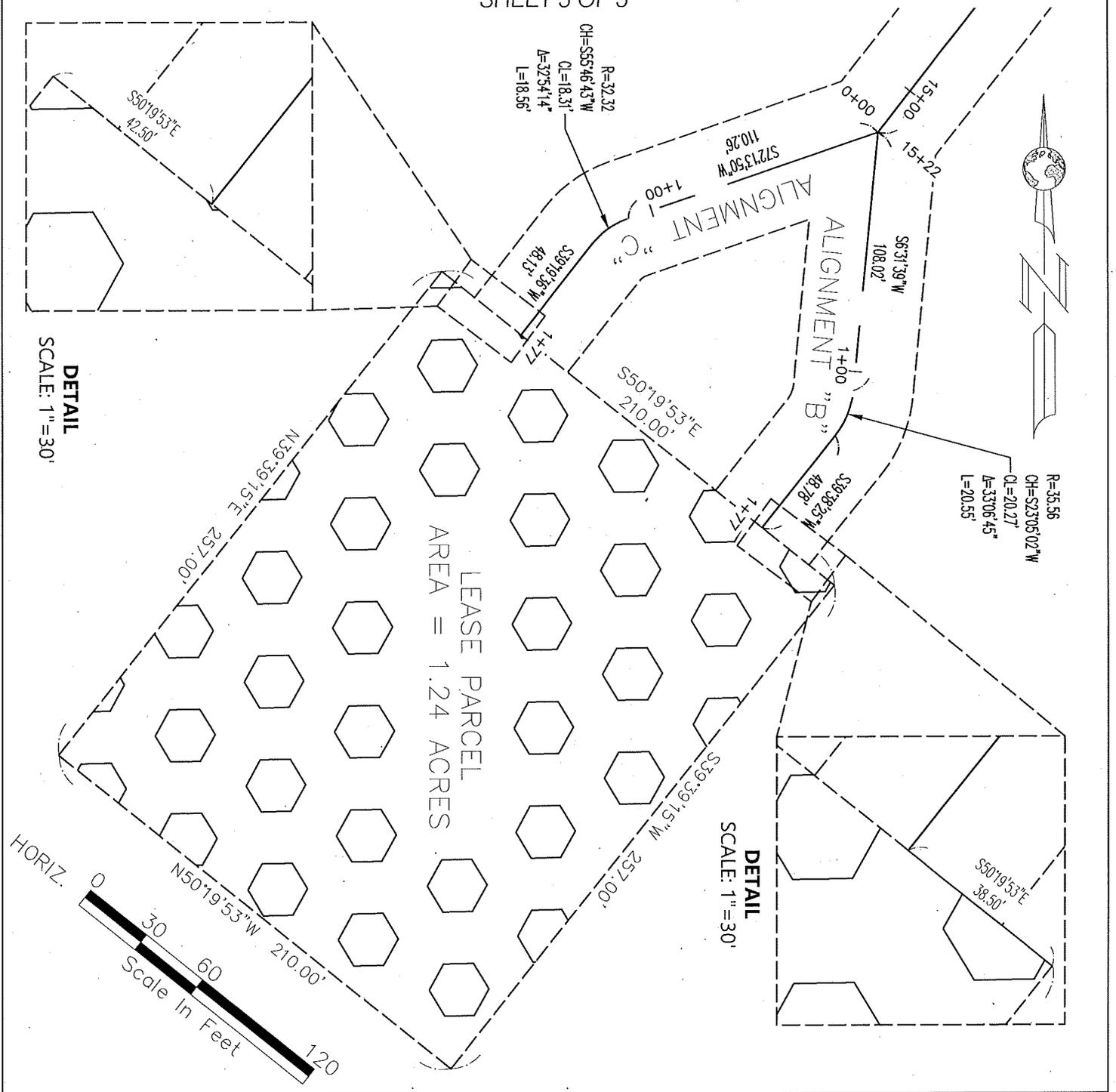
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 5 OF 5

SCALE: 1" = 60'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020
JOB NO. 18877

LEASE PARCEL
NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:
CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

Exhibit C (Form of Easement)

After Recording, return to:

Until a change is requested, all tax statements should be sent to:

NO CHANGE

EASEMENTS

(Access Road and Utility Easement; Waterline Easement; Utilities Easement)

This agreement is made this ___ day of _____, 2020, by and between **Hood River County**, a home rule county and political subdivision of the State of Oregon, **Grantor**, and **Crystal Springs Water District**, an Oregon Domestic Water Supply Special District, **Grantee**.

Grantor hereby grants to Grantee easements on certain parcels of real property owned by Grantor as follows:

1. **Access Road, Utility, Slope and Drainage Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for ingress, egress and installation and maintenance of utilities, and adequate slope and drainage over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 1". In conjunction with Grantee's use, Grantee may construct, reconstruct, maintain and repair a road thereon. Grantor retains the right to use the access road constructed by Grantee in such manner as not to damage Grantee's infrastructure located on the properties for which Grantee has a lease and easements from Grantor. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Grantee shall be responsible for the maintenance and repair of the access road.

2. **Slope and Drainage Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for the purpose of providing adequate slope and drainage over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 2"

3. **Water Line Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for ingress and egress, and installation, re-installation and maintenance of a water line over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 3".

4. The foregoing easements are for the benefit of Grantee as lessee and appurtenant to Grantee's leasehold interest in certain real property more particularly described in Exhibit A hereto as "Parcel 4", which property is owned by Grantor and leased to Grantee (herein "The Lease"). The easements granted herein shall inure to the benefit of any successors and assigns of Grantee that may be allowed under The Lease.

5. The rights and obligations granted under this easement shall be deemed to run with the land benefitted and burdened by these easements for a period of 99 years from the date of execution hereof, and shall also continue during the period of any extensions or renewals of The Lease as may be agreed by the parties thereto.

The true and actual consideration paid for this easement are lease payments from Grantee to Grantor pursuant to the lease of Parcel 1 executed this date by the parties, and other good and valuable consideration.

GRANTOR:
Hood River County

GRANTEE:
Crystal Springs Water District

By:

By:

STATE OF OREGON)
) ss.
County of Hood River)

On the ___ day of _____, 2020, the above-named

_____ personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for _____
My commission expires: _____

STATE OF OREGON)
) ss.
County of Hood River)

On the ___ day of _____, 2020, the above-named

_____ personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for _____
My commission expires: _____

EXHIBIT "A"

Crystal Springs Water District
 Hood River, OR 97031
 Job No.: 18877
 February 7, 2020

Parcel 1 – Access, Utility, Slope, & Drainage

A parcel of land for the purpose of access, utilities, slopes and drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land being fifty feet wide, lying twenty-five feet either side of construction centerlines "A", "B", and "C", construction centerlines being more particularly described as follows:

Construction Centerline Alignment "A"

Commencing at the Northwest corner of Section 21, Township 1 South, Range 10 East, Willamette Meridian, thence North $66^{\circ}42'22''$ East, 12.92 feet to the Point of Beginning; thence South $1^{\circ}28'16''$ West, 312.87 feet to a point of curvature; thence along a curve concave to the east having a radius of 350.00 feet and through a central angle of $27^{\circ}24'00''$ (chord bearing South $12^{\circ}13'44''$ East, 165.79 feet) and an arc length of 167.38 feet; thence South $25^{\circ}55'45''$ East, 34.69 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $5^{\circ}56'26''$ (chord bearing South $28^{\circ}53'58''$ East, 20.73 feet) and an arc length of 20.74 feet; thence South $31^{\circ}52'11''$ East, 67.26 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $2^{\circ}14'39''$ (chord bearing South $32^{\circ}59'30''$ East, 7.83 feet) and an arc length of 7.83 feet; thence South $34^{\circ}06'50''$ East, 27.39 feet to a point of curvature; thence along a curve concave to the southwest having a radius of 108.00 feet and through a central angle of $33^{\circ}05'38''$ (chord bearing South $17^{\circ}34'01''$ East, 61.52 feet) and an arc length of 62.38 feet; thence South $1^{\circ}01'12''$ East, 3.89 feet to a point of curvature; thence along a curve concave to the west having a radius of 340.00 feet and through a central angle of $20^{\circ}56'25''$ (chord bearing South $9^{\circ}27'01''$ West, 123.57 feet) and an arc length of 124.26 feet; thence South $19^{\circ}55'13''$ West, 54.00 feet to a point of curvature; thence along a curve concave to the east having a radius of 560.00 feet and through a central angle of $21^{\circ}55'34''$ (chord bearing South $8^{\circ}57'26''$ West, 213.00 feet) and an arc length of 214.30 feet; thence South $2^{\circ}00'21''$ East, 11.69 feet to a point of curvature; thence along a curve concave to the west having a radius of 320.00 feet and through a central angle of $41^{\circ}12'04''$ (chord bearing South $18^{\circ}35'42''$ West, 225.19 feet) and an arc length of 230.11 feet; thence South $39^{\circ}11'44''$ West, 182.94 feet to the terminus of this centerline, terminus point being North $4^{\circ}03'04''$ West, 1233.51 feet from the West quarter-corner of said Section 21.

Construction Centerline Alignment "B"

Beginning at the point of terminus of Construction Centerline Alignment "A" described herein; thence South $6^{\circ}31'39''$ West, 108.02 feet to a point of curvature; thence along a curve concave to the northwest having a radius of 35.56 feet and through a central angle of $33^{\circ}06'45''$ (chord bearing South

23°05'02" West, 20.27 feet) and an arc length of 20.55 feet; thence South 39°38'25" West, 48.78 feet to the terminus of the centerline.

Construction Centerline Alignment "C"

Beginning at the terminus of Construction Centerline Alignment "A" described herein; thence South 72°13'50" West, 110.26 feet to a point of curvature; thence along a curve concave to the southeast having a radius of 32.32 feet and through a central angle of 32°54'14" (chord bearing South 55°46'43" West, 18.31 feet) and an arc length of 18.56 feet; thence South 39°19'36" West, 48.13 feet to the terminus of this centerline.

Parcel 2 – Slope and Drainage Easement

A parcel of land for the purpose slopes and storm drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+09.64		6+23.24	25.00 feet in a straight line to 66.93 feet
6+23.24		6+44.24	66.93 feet in a straight line to 53.99 feet
6+44.24		6+56.64	53.99 feet in a straight line to 41.36 feet
6+56.64		6+66.40	41.36 feet in a straight line to 34.33 feet
6+66.40		6+78.50	34.33 feet in a straight line to 28.64 feet
6+78.50		6+88.68	28.64 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 3 – Waterline Easement

A parcel of land for the purpose of a constructing and maintaining a waterline lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+88.68		6+89.54	25.00 feet in a straight line to 61.61 feet
6+89.54		7+07.57	61.61 feet in a straight line to 63.13 feet
7+07.57		7+11.16	63.13 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 4 – Lease Parcel

A parcel of land lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being more particularly described as follows:

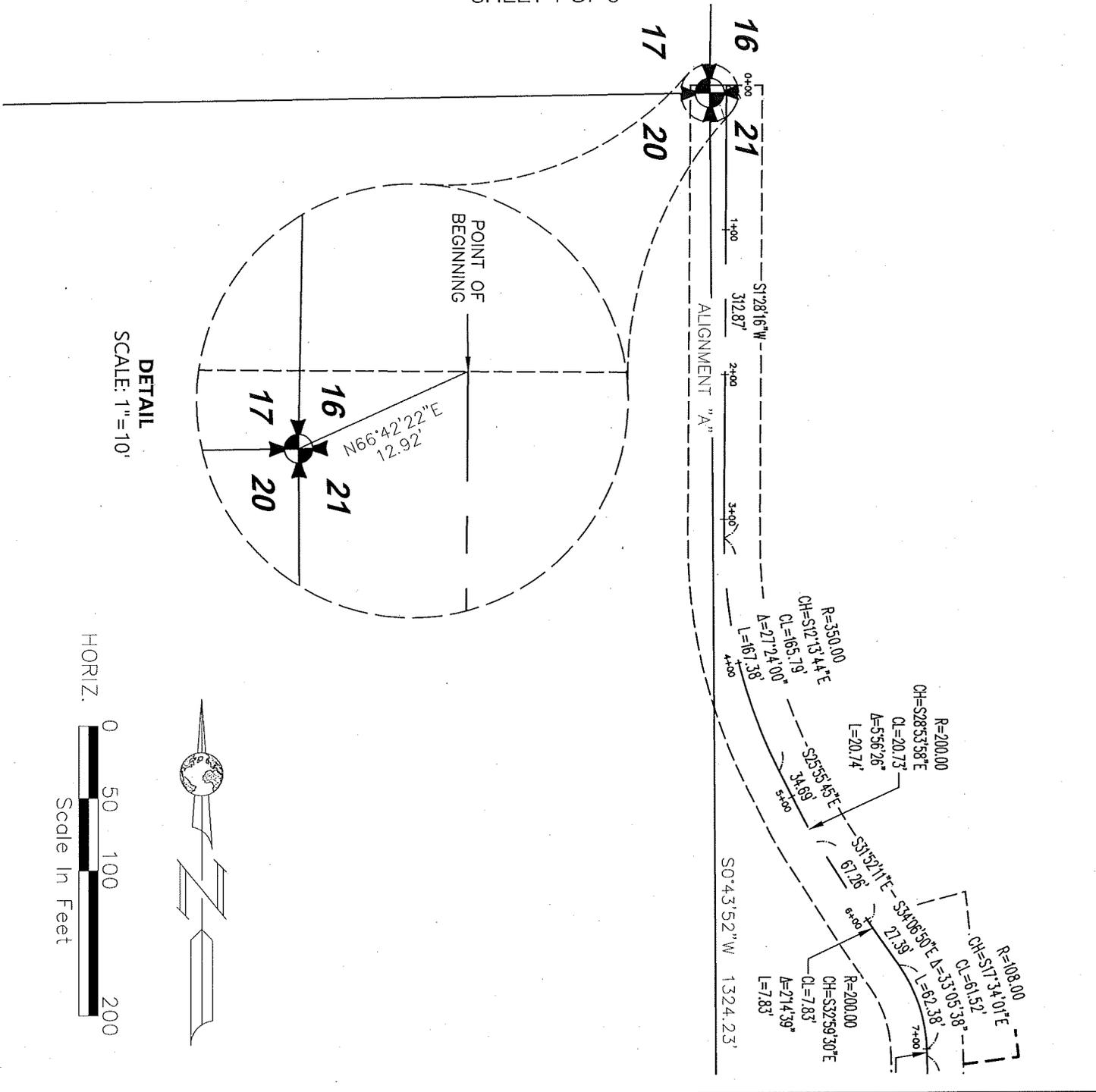
Commencing at a the terminus of Construction Centerline Alignment "B", thence South 50°19'53" East, 38.50 feet to the Point of Beginning, point being the most northeasterly corner of the herein described parcel; thence along the southeasterly line, South 39°39'15" West, 257.00 feet; thence along the southwesterly line, North 50°19'53" West, 210.00 feet; thence along the northwesterly line, North 39°39'15" East, 257.00 feet; thence along the northeasterly line, passing through the terminus of Construction Centerline Alignment "C" at a distance of 42.50 feet, South 50°19'53" East, 210.00 to the point of Beginning.

Containing in area: 1.24 acres of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWS: 6/30/2020



ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020



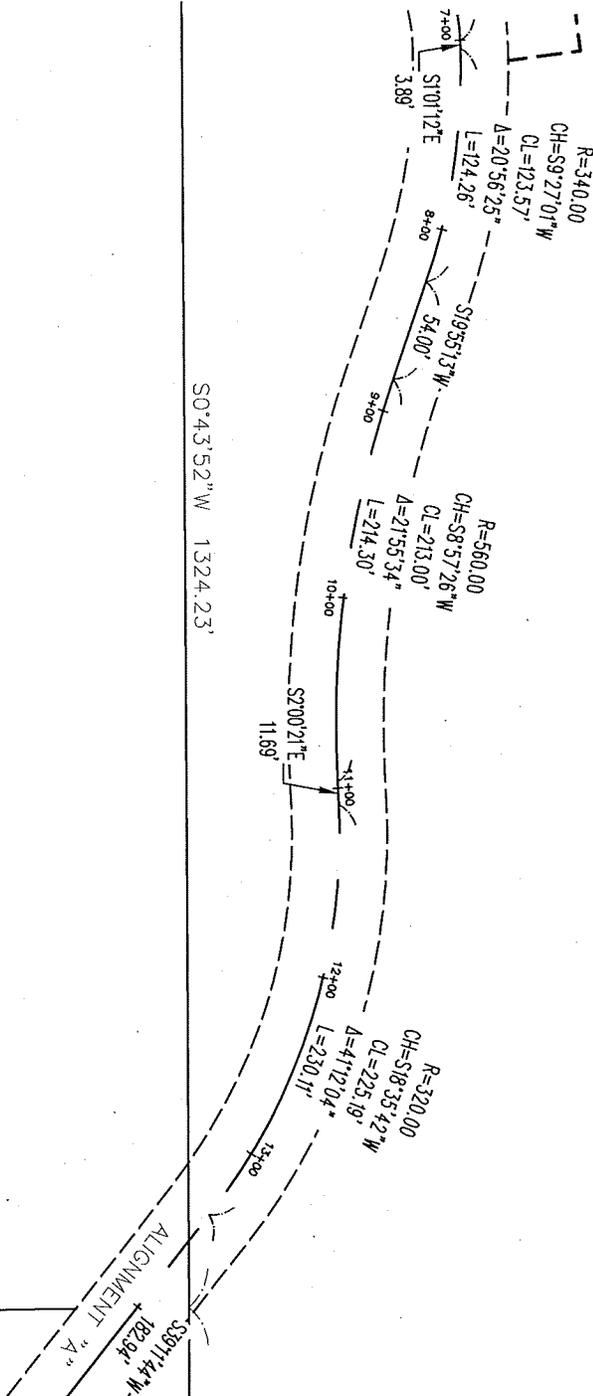
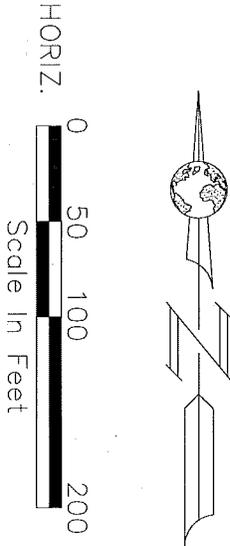
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

EXHIBIT B
SHEET 2 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

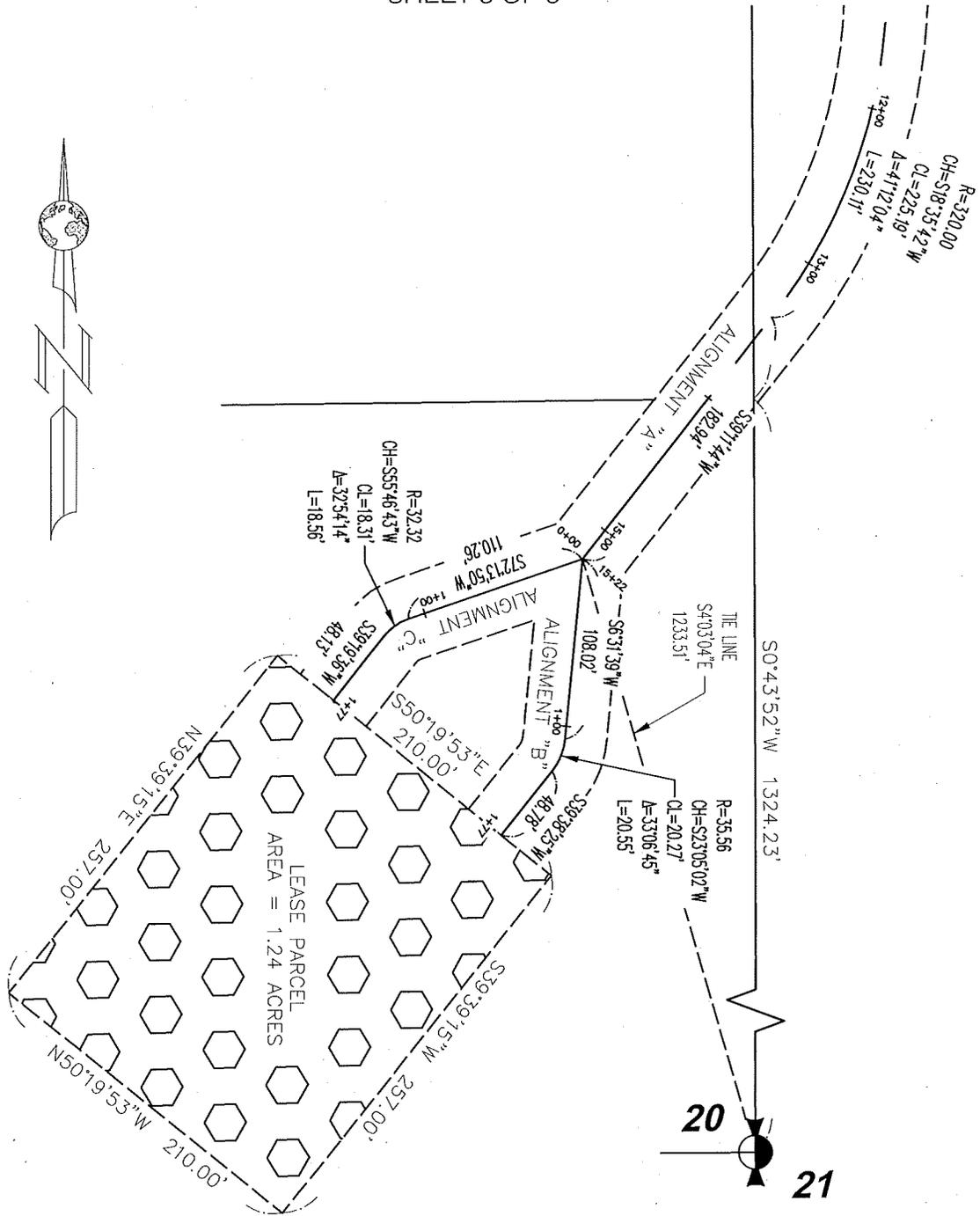
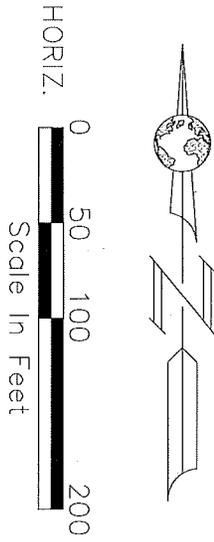
REGISTERED
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LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 3 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

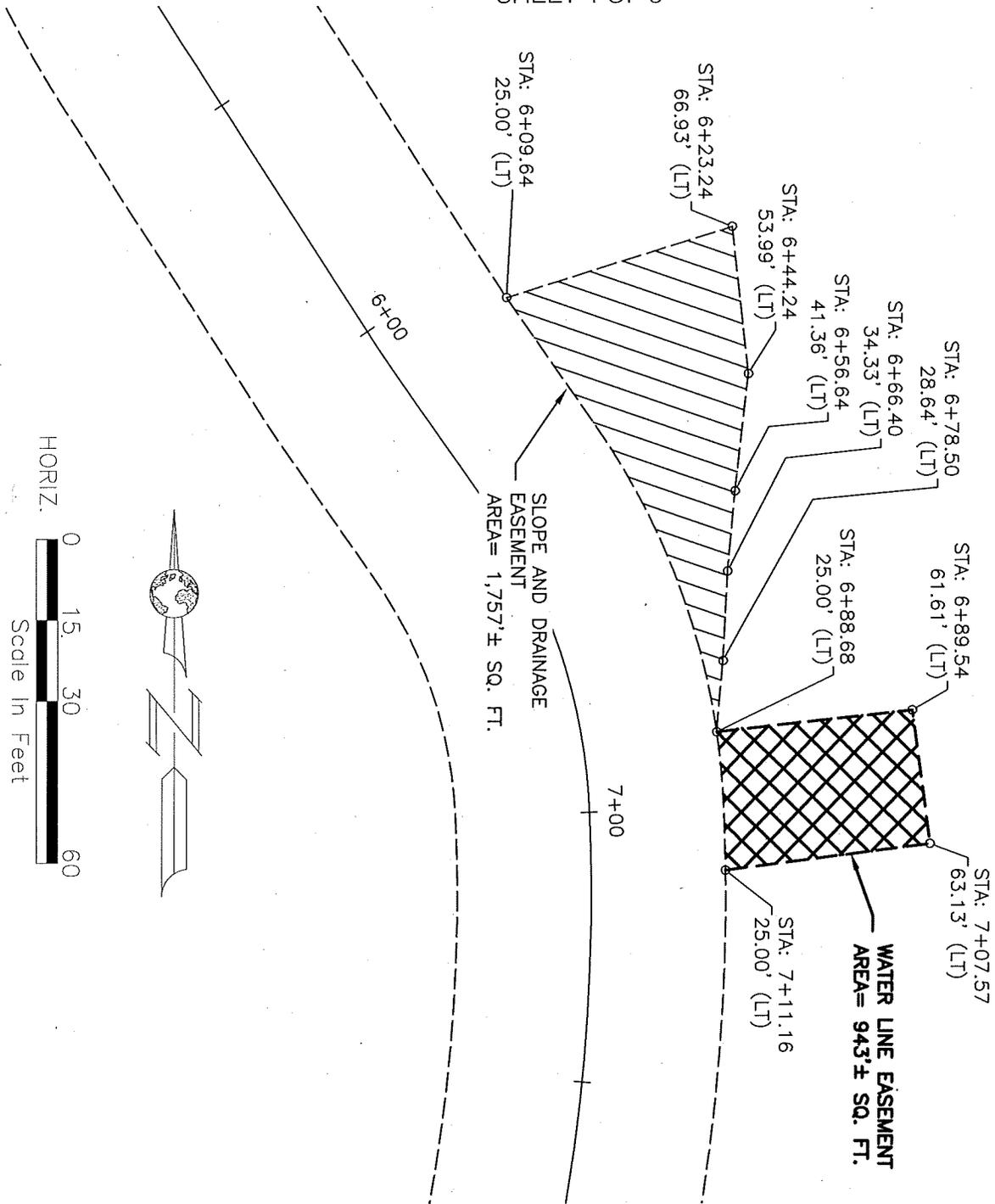
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 4 OF 5

SCALE: 1" = 30'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
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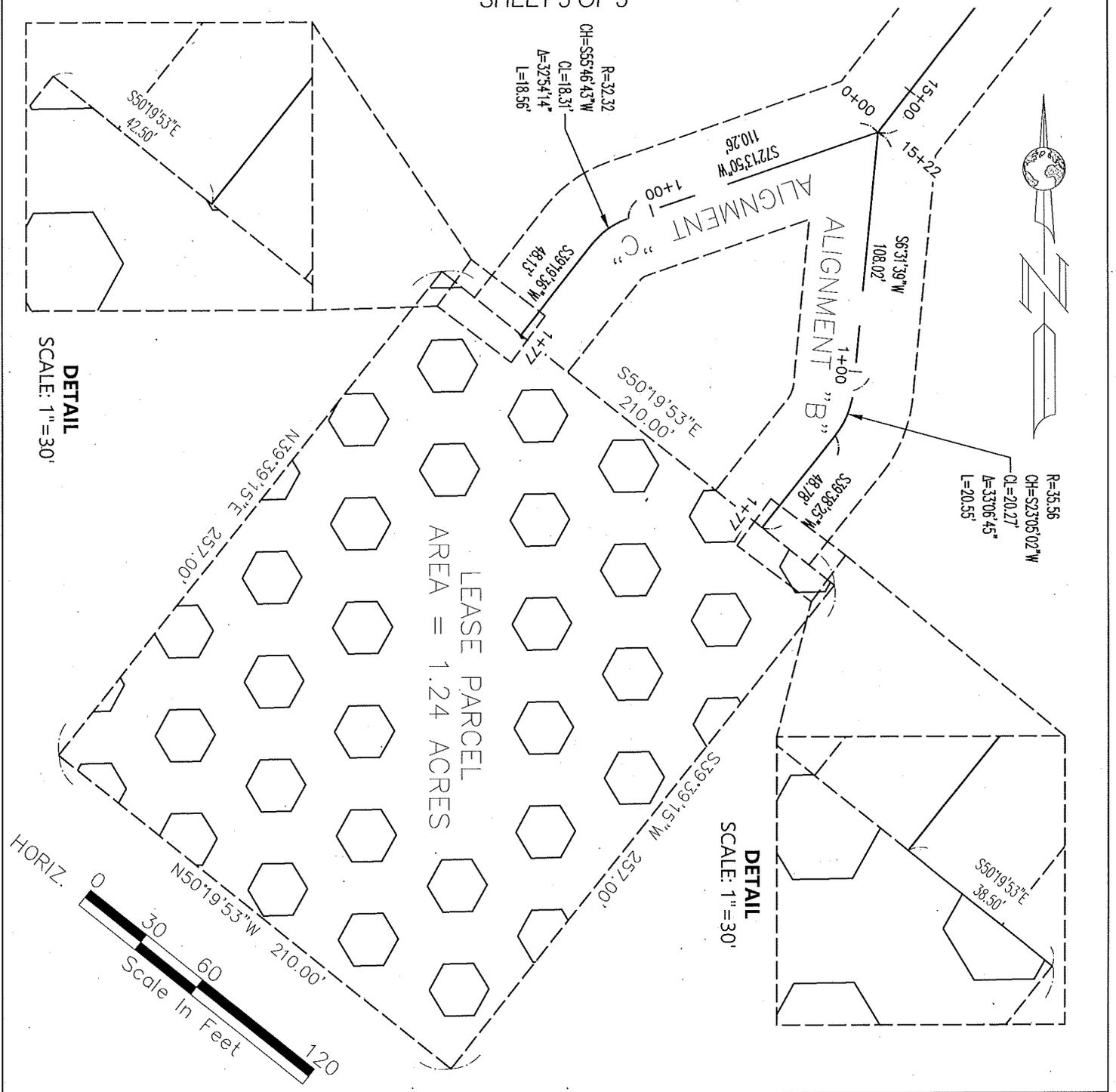
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 5 OF 5

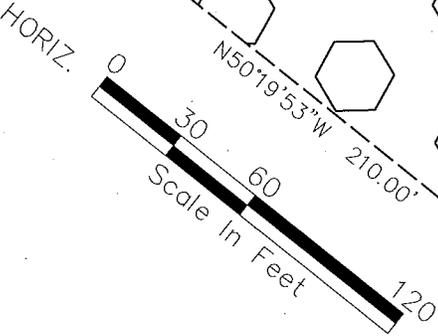
SCALE: 1" = 60'



LEASE PARCEL
AREA = 1.24 ACRES

DETAIL
SCALE: 1" = 30'

DETAIL
SCALE: 1" = 30'



PACE
An Engineering Services Company
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020
JOB NO. 18877

LEASE PARCEL
NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

**NOTICE OF PUBLIC HEARING
HOOD RIVER COUNTY BOARD OF COMMISSIONERS**

The Hood River County Board of Commissioners will conduct a Public Hearing on Monday, March 16th, 2020, beginning at approximately 6:00 PM in the Board of County Commissioners' conference room on the first floor of the County Business Administration Building, 601 State Street, Hood River, Oregon 97031.

The hearing is to consider a proposed forestland lease and easement between Hood River County and Crystal Springs Water District concerning TL 200 in T1S, R10E, Section 20 and TL 400 in T1S, R10E Section 21. Any person may appear and written and oral testimony pertaining to the proposed lease and easement will be considered.

Written comments or oral testimony may be provided at the hearing, or to staff in advance of the hearing. Written comments submitted the night of the hearing, at least 10 copies shall be provided for the Board of Commissioners and staff. The Board of Commissioners may take action at the hearing on March 16th, 2020, or may continue the matter to a date and time announced at the hearing. The Board of Commissioners acting in a quasi-judicial capacity will ultimately determine if the lease and easement is in the best interest of the County.

Copies of materials related to the proposed lease and easement are available for review or purchase (\$0.25/page) at the Hood River County Forestry Department, 918-18th Street, Hood River, OR fourteen (14) days prior to the hearing. **Documents will also be available online at <http://www.co.hood-river.or.us/>**, on the Forestry Department page. For additional information or questions concerning the proposed forestland lease and easement, contact Doug Thiesies, Hood River County Forest Manager at doug.thiesies@co.hood-river.or.us or at (541) 387-6888.

The Board of County Commissioners' conference room is handicapped accessible. If special accommodations are needed for persons with hearing, visual, or manual impairments who wish to participate in the hearing, please contact (541) 386-3970, at least 24-hours prior to the hearing.

HOOD RIVER NEWS: 4th, 7th, & 11th of March, 2020

PO # 031620BOC

Heidi DeHart
541-387-6826

REPORTS

CONSENT ITEMS

Tri-County Mental Health Board Intergovernmental Agreement

WHEREAS, by virtue of the laws of the State of Oregon, specifically ORS 430,620, the Counties of Hood River, Sherman, and Wasco by and through this governing body is the Mental Health Authority of these counties and as such may, on behalf of the Counties, establish and operate with a public agency or contract with a private corporation in the establishment of a community mental health and developmental disabilities program, and

WHEREAS, the Tri-County Mental Health Board currently operates and maintains Mid-Columbia Center for Living with the purpose of maintaining Mental Health services for the inhabitants of these Counties, and

THEREFORE, BE IT RESOLVED, that this governing body hereby authorizes the following:

The Tri-County Behavioral Health Board shall recognize the tax provision, stated in this document as current and correct. Mental health services provided by Mid-Columbia Center for Living are invoiced at a rate of \$1.00 for each person residing in Hood River or Wasco County. The provisional invoicing rate for Sherman County residents are \$3.00 per person.

This number fluctuates yearly and is identified and supported by the Portland State Universities population research center. The basis for using this data has been historically agreed upon by the Tri-County Behavior Health Board members and Mid-Columbia Center for Living.

DATED this _____ day of _____, 2020 on behalf of the
Tri-County Mental Health Board.

KAREN JOPLIN - HOOD RIVER COUNTY COMMISSIONER

SCOTT HEGE - WASCO COUNTY COMMISSIONER

TOM MCCOY - SHERMAN COUNTY COMMISSIONER

**RELEASE BETWEEN
WASCO COUNTY AND HOOD RIVER COUNTY**

This release (the "Release") is made and entered into this ____ day of March, 2020 by and between Hood River County and Wasco County.

WHEREAS, Wasco County, Sherman County, Wheeler County and Gilliam County were members of the Mid-Columbia Council of Governments ("MCCOG") Building Codes Program at the time MCCOG dissolved effective June 30, 2018;

WHEREAS, Hood River County had previously withdrawn from the Building Codes Program on _____, _____ and had since been administering its own Building Code enforcement program.

WHEREAS, Hood River County received its share of the general fund monies upon dissolution of MCCOG.

WHEREAS, pursuant to MCCOG Resolution #17-18 dated June 29, 2018, MCCOG's Building Codes reserve fund balance was transferred to Wasco County "to take full custodial liability and possession, and maintain a separate Local Government Investment Pool ("LGIP") account until a disbursement methodology is agreed upon and approved by" Wasco County, Sherman County, Wheeler County, and Gilliam County; and

WHEREAS, Wasco County is presently holding the sum in the LGIP account, pending agreement by Wasco County, Sherman County, Wheeler County, and Gilliam County.

NOW THEREFORE, Hood River County agrees that it is not owed any disbursement of the LGIP account and agrees that it released any all claims to such funds when it withdrew from the Building Codes Program.

**WASCO COUNTY BOARD OF
COMMISSIONERS**

**HOOD RIVER COUNTY BOARD OF
COMMISSIONERS**

Scott Hege, Commissioner/Chairperson
Dated: March ____, 2020

Michael Oates, Chairperson
Dated: March ____, 2020

WORK SESSION ACTION ITEMS

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: March 16, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Hood River Valley Parks & Recreation District Update re: District Dissolution and Reformation

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Mark Hickok, Director for the Hood River Valley Parks and Recreation District will be sharing information on their plan for dissolving the current Park District and going to the voters asking for the District to be reformed.

It is possible Mark will be requesting the Commissioners to hold 1 or more special meetings in order to meet needed deadlines to get approval to put this concept to the voters on the November 2020 ballot.

ATTACHMENTS: None 0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Receive information from the Parks & Recreation District representative(s) and consider setting a special meeting(s) as needed.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____



Meeting Date: March 16, 2020

To: Hood River County Board of Commissioners

From: Hood River Valley Parks & Recreation District Board of Directors

Subject: Reforming the Parks District

In 1990, the Hood River Valley Parks & Recreation District (District) was formed in order to save the failing city pool. Two years later, the voters approved a measure that increased the scope of the District by authorizing the District to provide expanded Parks and Recreation services to the community. This was good for the expanding community, but the funding was not increased to compensate for the added burden of providing additional services. In the late 1990's, Oregon's tax limiting measures froze the District's tax rate at \$0.34 per \$1,000 (among the lowest in the state). Meanwhile the District continued to expand services in Hood River County by developing parks and trails and covering the pool to make it a year-round facility. As our community grows, the Parks District is continuing to meet the increased demand by expanding parks and trails; however, the District does not have the resources to fund long-term maintenance of these community assets. Furthermore, a 2018 evaluation of the aquatic center (Opsis Architecture) stated the current pool is failing and will need to be replaced within 5 years. Our community needs to be ready for this replacement and ongoing maintenance obligations.

The District's Board of Directors have been considering several strategies over the last couple of years to fund sustainable ongoing operation of the District and replacement of the pool. Under Oregon Law, the District does not have the option to increase the permanent tax rate with a single ballot measure. Rather, it is only possible to increase the tax rate if voters choose to dissolve our District and form a new parks district at a different tax rate. This formation process requires the County Board of Commissioners to approve an "Order of Formation" for the voters to consider forming such a new district. In conjunction, the District Board would approve a measure to dissolve the current District to be placed on the ballot in the same election. The measures would contain language to ensure that both measures must be approved in order to take effect.

The Parks District Board has unanimously decided to move forward with a plan to ask the voters to dissolve the current District and form a new parks district in the November 2020 election. Over the next month we will be developing all the details for what the new parks district would entail and an appropriate tax rate to present to the voters. We are asking for the Hood River County Board of Commissioners' support to work with us to put the Order of Formation of a new parks district on the November 2020 Ballot.

Detailed Timeline for HRVPRD Dissolution/Reformation

- **March 4th - District Board Strategy Meeting –**
 - **Action:** *HRVPRD Board Provides direction for staff to draft presentation of dissolution and reformation process to county and draft.*
- **March 6th – Packet Information due for March 16th County Board Meeting –**
 - **Action:** *HRVPRD staff provide county with memo for packet.*
- **March 16th – Presentation at County BOC Meeting –**
 - **Action:** *HRVPRD staff and board present to county, introducing the idea of dissolving and reforming the district and ask for support.*
- **March 18th – HRVPRD Board Meeting – Draft Initial “Order of Formation”**
 - **Action:** *HRVPRD Board – Approve Order of Formation to go to County BOC.*
- **April 9th – Present draft of Initial Order of Formation for county legal to review –**
 - **Action:** *HRVPRD attorney to send Order of Formation to County staff and legal for review.*
- **April 23rd – Provide Order to County for May 4th meeting (final version) –**
 - **Action:** *HRVPRD Attorney to send Final Version of Order of Formation to County for May 4th BOC meeting. Must have maximum tax rate established.*
- **May 4th – County BOC - Adoption of order initiating formation –**
 - **Action:** *County BOC Approve Adoption of Order of Formation*
- **June 15th – County BOC – First hearing of order initiating formation –**
 - **Action:** *County BOC hold first hearing.*
- **July 6th – County BOC – Second hearing of order initiating formation –**
 - **Action:** *County BOC hold second hearing.*
- **July 15th – Finalize Ballot Titles and Explanations at HRVPRD Board Meeting**
 - **Action:** *HRVPRD Board – Approve Both Ballot Measure Timelines*
- **July 16th – County Elections Official to publish notice of District Board Election –**
 - **Action:** *HRVPRD Staff - Ensure all filings with County are completed*
- **August 15th – Last day to file ballot title with County Elections Office for District –**
 - **Action:** *HRVPRD Attorney and County Attorney’s to file ballot titles and explanations*
- **August 25th – Deadline to file for new district board positions –**
 - **Action:** *Candidates file for new district board positions.*
- **September 3rd – Oregon Secretary of State filing of measure election–**
 - **Action:** *File Form SEL 803 for District; ensure Form SEL 801 filed for County*
- **November 2nd – Election Day**



Columbia Cascade Housing Corp.

To: Chair Oates and Commissioners - Hood River Board of County Commission
 Jeff Hecksel – Hood River County Administrator
From: Dave Peters – Homeownership Programs Manager
 Joel Madsen – Executive Director
Subject: CET for Affordable Housing – CCHC Down Payment Assistance Program
Date: March 16th, 2020

Columbia Cascade Housing Corporation (CCHC) requests a two-hundred and fifty thousand dollar (\$250,000) commitment of Hood River County's (County) earned revenue collected through the Construction Excise Tax (CET) for CCHC's Down Payment Assistance Program. This request is intended to complement our application to Oregon Housing and Community Service's (OHCS) Request for Applications (RFA) #5052 aimed at meeting a regionally identified need. CCHC's Down Payment Assistance Program (DPA) will leverage private and public (local and state) resources to assist households below 100% Area Median Income (AMI) achieve homeownership.

In accordance with Chapter 3.24 – Construction Excise Tax of the County's Code, all CET revenue, with the exception of a portion of those CETs levied from commercial, industrial and mixed-use property *and* that portion withheld for administrative costs as authorized by Section 8 and 9 of Chapter 59, Oregon Sessions Laws, 2016 *shall* be used to fund developer incentives and affordable housing programs. CCHC intends to use the funds committed through the County's CET for our DPA program, an affordable housing program.

CCHC has administered state funded down payment programs in the past and we anticipate this program to be a continuation of past successes. We have assisted 17 families purchase homes valued at over \$2,500,000 with previous down payment assistance programs. CCHC has done many other programs in support of homeownership, including approximately \$2,000,000 in needed health and safety repair loans to home owners in the Gorge during the last 13 years. CCHC also assists the state of Oregon with assistance in preventing foreclosure. This has been completed through participation in a mediation program to prevent foreclosure, as well as loans to people who had been facing foreclosure. More than \$2,000,000 has been lent to homeowners to prevent foreclosure. We also offer homebuyer education and counseling to prospective homebuyers.

CCHC's DPA program will intentionally serve households below 100% AMI and the housing units built or purchased with the use of construction excise tax funds will have recorded in its chain of title a deed restriction which requires that the property remain 'affordable housing,' as defined by the County's Code for a period of no less than 50 years from the date of restriction. This deed restriction is what adds complexity to our DPA program however it maintains consistency with the County Code - 3.24.105 Use of Revenue.

Additional information regarding Shared Equity Programs and Community Land Trusts (CLTs) is to follow.

- Homeowners participating in shared equity programs/CLTs experience 1/10 the foreclosure rate of non-shared equity homes.
- Taxes, including the land, are paid by the homeowner.

www.columbiacascadehousingcorp.org
 500 E 2nd St. The Dalles, OR 97058
 1-541-296-3397; 1-800-800-3397 (Toll Free)
 1-541-296-8570 (Fax)





Columbia Cascade Housing Corp.

Mechanics of how the program would work:

- Potential homebuyer applies for the program by completing a Hood River Downpayment Program application.
- When funds become available to CCHC, CCHC would notify all applicants. Those that want to be considered would be required to provide a pre-qualification letter from their lender and proof that they have taken the CCHC homebuyer education class, or another, approved class as well as proof of attending CCHC's Financial Education classes.
- Buyer would have to qualify for loan through approved lender. FHA, Fannie Mae, Freddie Mac, all accept the shared equity model.
- A drawing would be made with all qualified applicants.
- Homebuyer signs an Addendum to Real Estate Sale Agreement with the Purchase Agreement
- The Shared Equity calculation method (Resale Formula), while not determined at this time, will be one of the two methods listed below and would be specified in the Real Estate Sale Agreement;

1.) Fixed-rate formulas. The simplest of all types of resale formulas, fixed-rate formulas adjust the resale price upward by applying what is in effect a fixed rate of interest on the base price (not the settlement price) from year to year. At any given time, a simple mathematical calculation will allow either the CLT or the homeowner, independently, to determine the then current purchase option price. Most CLT's in our region use 1.5% increase per year

2.) Shared Appreciation -appraisal-based formulas. Appraisal-based formulas adjust the resale price by adding to the base price a certain percentage of any increase in appraised market value. Rather than itemizing the factors that can cause increases or decreases in value, these formulas let the market measure changes in value. Any increase in value is then shared between CCHC's shared equity program and the homeowner on a specified basis.



Hood River County

Construction Excise Tax for Affordable Housing

Agreement for Projects Funded with Construction Excise Tax Funds

Down Payment Assistance

Introduction

This Grant Agreement ('Agreement') is entered into by and between the County of Hood River, together with its successors and assigns (hereinafter referred to collectively as 'Grantor') and Columbia Cascade Housing Corporation, an Oregon nonprofit corporation, together with its successors and assigns (hereinafter referred to as 'Grantee').

Recitals

- A. This Agreement is funded through the construction excise tax for affordable housing collected on behalf of Grantor pursuant to the Hood River County ordinance establishing a construction excise tax to support affordable housing programs, Ordinance No. 343.
- B. Grantor has reviewed the Grantee's proposal and determined the activities, as hereinafter defined, are feasible and merit funding. The proposal is incorporated herein by reference.

Agreement

For good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Use of Grant Funds

a. Incorporation of Recitals and Exhibits and Attachments.

The foregoing Recitals and the attached Exhibits and Attachments are incorporated herein by reference.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **XXXXXXXXXX through XXXXXXXXXX**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Grantor's legal counsel. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Grantor or to Grantee hereunder.

3. Scope of Activities

The work to be performed by Grantee ('Work') is described in the Work and Marketing Plan (**Exhibit A**). Grantee shall perform all Work in accordance with the terms and conditions of this Agreement. Any requests or changes to Grant fund use or the Work from the original intended purpose must be approved in writing by Grantor in order for Grantee to retain use of the Grant funds.

4. Consideration; Reporting

- a. Grantor has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **TWO HUNDRED AND FIFTY THOUSAND**

DOLLARS (\$250,000) ('Grant'). Distributions will be made in accordance with Section 6 unless otherwise agreed to by Grantor.

- b. Any desired use of funds by Grantee which differs from the approved scope of work must first be approved in writing by the Grantor. 100% of the grant award must be used for the work or funding indicated in the application and may only cover administrative expenses if included in the original approved scope of work and noted previously in this Section. Any interest earned by Grantee while the funds are being held by Grantee prior to disbursement to an eligible borrower will not be restricted in any way.
- c. Upon expiration or termination of this Agreement, Grantee shall return all unexpended grant fund monies to the Grantor within 60 days.
- d. Completion and submission of a final closeout report is due within 60 days or the earlier of the expiration or termination of this Agreement.

5. Funding Collection

Grant funds specified in the Consideration section of this Agreement may include monies that have not yet been collected by Grantor, but which Grantor anticipates receiving for us in funding this Agreement. All disbursements of funds by Grantor are contingent upon them being lawfully collected, allocated and available to the Grantor.

6. Request for Funds

Grantee shall request grant funds in such form and manner as is satisfactory to or required by the Grantor. Grantee shall request all of the awarded funds to begin its program.

7. Redistribution or Retention of Fund

If grant funds are not obligated by Grantee in a timely manner as determined by Grantor at its sole discretion, Grantor may at its sole discretion, reduce or recapture Grantee funding and redistribute such funds to other grantees or retain such funds for other Grantor use. This remedy is in addition to any other remedies available to Grantor under this Agreement or otherwise.

8. Termination

- a. Grantor may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of Grantor's loss of funding or expenditure authority or for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one of more of its sub-recipients, agents, subcontractors, successors or assigns, as determined by Grantor in its sole discretion.
- b. Grantor may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by Grantor in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, or assigns by which Grantee, as determined by Grantor at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breached a duty, owed to

Grantor under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Grantee fails to fulfill timely any of its obligations under this Agreement;
 - ii. Grantee fails to comply timely with directives received from Grantor;
 - iii. Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
 - iv. Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - v. Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - vi. Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- c. Grantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;
- i. Grantor unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30 – day notice period.
 - ii. Grantor provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if County ordinances, Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Board of County Commission, Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligation under this Agreement.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Grantor may, in its sole and absolute discretion, require that Grantee obtain prior Grantor approval from it for any additional expenditures that would obligate Grantor to reimburse it from Agreement grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Grantee nor Grantor shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Grantor may withhold any reimbursement to Grantee in the amount of compensation for damages due Grantor from Grantee (as estimated by Grantor in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Grantee or Grantor at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or e-mail shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor's primary contact within twenty-four (24) hours. Any communication or notice by persona delivery shall be deemed to be given when actually delivered.

15. Confidentiality

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s) and reporting to OHCS, as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients, ensure that all its officers, employees and agents are aware of an comply with this confidentiality requirement.

16. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other source unless such funds are used solely to increase the total services provided under this Agreement.

17. Monitoring Required

a. Grantor Authorized to Monitor Grantee

Grantor may monitor the activities of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder Grantor also may ensure that performance goals are achieved as specified in the approved request. Monitoring activities may include any action deemed necessary or appropriate by Grantor including, but not limited to the following: (1) the review (including copying) from time to time of Grantee and any and all sub-recipient(s) files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipients(s), and their officers, employees, agents contractors and other staff. Grantor my utilize third parties in its

monitoring and enforcement activities, including monitoring by peer agencies. Grantor monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Grantor and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by Grantor and agrees to cooperate fully with same, including requiring by agreement that and causing its sub-recipients so cooperate.

Grantor reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with Grantor in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for Grantor to require special conditions and may be deemed by Grantor as a failure by the Grantee to perform its obligations under this Agreement.

18. Monitoring

- a. Grantor generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, Grantor will endeavor to provide Grantee with a written report as to its findings from that inspection. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by Grantor.
- b. Grantor may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, Grantor will endeavor to communicate in writing to the Grantee. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonable required by Grantor.

19. Monitoring: Major Findings Resolution

Grantor may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in Grantor's monitoring of Grantee's performance under this Agreement. The tracking record developed by Grantor may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Grantor by written report or otherwise.

20. Remedies

- a. If Grantor determines, in its sole discretion, that Grantee failed to comply timely with any material obligation under this Agreement, including but not limited to any Grantor directive or term of a corrective action plan, Grantor may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part of all of this

Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from Grantor; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of Grantor provided in this Section shall not be exclusively and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

21. Return of Unexpended Grant Funds at Expiration or Termination

All unexpended cash from such Grant funds remaining at the expiration or termination of this Agreement must be returned by Grantee to Grantor no later than thirty days following the expiration or termination of this Agreement, whichever is earlier. This Section shall not be construed as permitting an extension of the time allowed for using Grant funds that is not consistent with Grantor requirements or other controlling law.

22. Expenditures Properly Supported

Expenditures for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents pertaining in whole or in part to the Agreement (or in the case of sub-recipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles. Grantor may require such other information as it deems necessary or appropriate in its sole discretion.

23. Disallowance of Costs

Grantor neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Grantor except for costs incurred by Grantee solely due to the negligence of Grantor, its employees, officers or agents. If a cost is disallowed by Grantor after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Grantor, either demonstrate to the satisfaction of Grantor that such disallowances is in error or make repayment of such cost.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with Grantor and all appropriate investigative agencies and shall assist in recovering invalid payments.

24. Records Maintenance

Grantee shall, and shall require and cause its sub-recipients to, prepare, and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state

and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

25. Records Access

Grantor shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantor who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by Grantor under this Section.

In its agreement with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by Grantor of the sub-recipient's books and records related to this Agreement.

26. Insurance and Workers Compensation

Grantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Grantor.

All employers, including Grantee, that employ subject workers who work under this 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(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

27. Grantee Status

- a. Grantee shall perform all Work under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the County with respect to Work performed under this Agreement
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees;
 - i. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction violation of federal or State antitrust statutes; or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- iii. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection d(ii); and
 - iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

28. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Construction

The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid.

30. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original all of which shall constitute but one and the same instrument.

31. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify Grantor and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to grant funds provided or to be provided hereunder as well as to reimburse Grantor for an amount equal to the Grant funds received by it under this agreement that Grantor must repay to a source of such funds.

32. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Grantor or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearing officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Grantor by its counsel.

33. Time is of the essence

Time is of the essence in the performance of all obligations under this Agreement.

34. No Limitations on Actions of Grantor in Exercise of Its Government Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit actions of the Grantor in the exercise of its government powers. The exercise of its governmental powers by Grantor shall not constitute a breach of this Agreement.

35. **Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

36. **Merger Clause**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.

37. **CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- C. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____ Title: _____

By (print name): _____

Date: _____

Contact Person (type or print): _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-mail

Address: _____

Grantee

Address: _____

DUNS #: _____ TIN

#: _____

Hood River County - Administration
601 State Street Hood River, Oregon 97031

By: _____ Date: _____

Jeff Hecksel, County Administrator

Grantor Contact Person:

Contact Telephone Number:

Contact e-mail address:

DRAFT



Columbia Cascade Housing Corp.

Hood River County Down Payment Program

What Does the Down Payment Assistance Program Cover?

- Down payment and closing costs, and pre-paid expenses associated with buying a home
- Shared Equity DPA: Up to \$125,000 in assistance with Shared Equity
- Sales and/or appraisal price of the home cannot exceed \$480,000

Funding provided by Columbia Cascade Housing and the following partners:



Call - (541) 296-3397

Se habla Español



Am I Eligible?

- Have not owned a home in the last three years, or I have been displaced or divorced
- Buying a single-family home or condominium within Hood River County
- Completed ABC of Homebuying or other comparable home buyer education class
- Is approved for a mortgage loan from a participating lender

Household income is less than 100 percent of the Hood River County area median family income (MFI)

- Currently \$70,700 for a family of 4



ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 37 CET - HOUSING PROGRAM							
300.01-01	BEGINNING FUND BALANCE	111,522-	143,778-	0	143,778-	32,256	128.92
341.85-10	HOUSING PROGRAM	50,000-	27,670-	0	27,670-	22,330-	55.34
		-----	-----	-----	-----	-----	-----
*		161,522-	171,448-	0	171,448-	9,926	106.15
		-----	-----	-----	-----	-----	-----
**	REVENUE	161,522-	171,448-	0	171,448-	9,926	106.15
463.30-31	CET - HOUSING PROGRAM	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	161,522	0	0	0	161,522	.00
***	CET - HOUSING PROGRAM	0	171,448-	0	171,448-	171,448	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 38 CET - DEVELOPER INCENTIVE							
300.01-01	BEGINNING FUND BALANCE	158,411-	220,922-	0	220,922-	62,511	139.46
341.85-11	DEVELOPER INCENTIVE	70,000-	46,694-	0	46,694-	23,306-	66.71
		-----	-----	-----	-----	-----	-----
*		228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
**	REVENUE	228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
463.30-32	CET - DEVELOPER INCENTIVE	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
463.99-99	ENDING FUND BALANCE	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
*	TRANSFERS AND OTHER	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	228,411	0	0	0	228,411	.00
		-----	-----	-----	-----	-----	-----
***	CET - DEVELOPER INCENTIVE	0	267,616-	0	267,616-	267,616	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460	CONSTRUCTION EXCISE TAX						
DEPT 99	SPECIAL REVENUE - OTHER						
DIV 39	CET - NEXUS TO HOUSING						
300.01-01	BEGINNING FUND BALANCE	55,453-	82,658-	0	82,658-	27,205	149.06
341.85-12	NEXUS TO HOUSING	25,000-	19,024-	0	19,024-	5,976-	76.10
		-----	-----	-----	-----	-----	-----
*		80,453-	101,682-	0	101,682-	21,229	126.39
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**	REVENUE	80,453-	101,682-	0	101,682-	21,229	126.39
463.30-33	CET - NEXUS TO HOUSING	80,453	0	0	0	80,453	.00
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*	MATERIALS AND SERVICES	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	80,453	0	0	0	80,453	.00
***	CET - NEXUS TO HOUSING	0	101,682-	0	101,682-	101,682	.00
****	SPECIAL REVENUE - OTHER	0	540,746-	0	540,746-	540,746	.00
*****	CONSTRUCTION EXCISE TAX	0	540,746-	0	540,746-	540,746	.00