

POLK COUNTY BOARD OF COMMISSIONERS

DATE: May 3, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on May 1, 2023 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
 - (c) The Polk Extension Service District will be meeting at 10:45 am on May 10, 2023. The meeting will be in the main conference room located on the first floor of 850 Main St Dallas OR 97338.
 - (d) A public meeting of the Budget Committee for Polk Extension Service District will be held in the Main Conference Room of the County Courthouse at 11:00 a.m., on Wednesday, May 10, 2023. The purpose of the meeting is to discuss the budget for fiscal year July 1, 2023 to June 30, 2024 and to receive the budget message and document. Time is reserved for public comment at 11:15 a.m. A copy of the budget document may be inspected or obtained on or after May 3, 2023, at the Board of Commissioners' Office, Polk County Courthouse, during regular business hours. This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at the meeting and discuss the proposed budget with the Budget Committee.
 - (e) The Homeless Prevention Advisory Council will be meeting on May 10, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM April 26, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. POLK COUNTY ORDER NO. 23-07 – Valerie Patoine**
- 8. COMMUNITY CORRECTIONS UPDATE – Jodi Merritt**

CONSENT CALENDAR

- (a) Polk County Contract No. 23-60, Jackson County IGA
(Dean Anderson, Information Services)
- (b) Polk County Contract No. 23-61, Yamhill County IGA
(Dean Anderson, Information Services)
- (c) New Job Specification & Wage, Engineer Survey Tech 1/ Emergency Management
Coordinator
(Matt Hawkins, Admin Services Director)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

**POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS**

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT

Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. **FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.**
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES April 26, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope and Commissioner Mordhorst were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

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The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on May 1, 2023 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.

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The Homeless Prevention Advisory Council will be meeting on May 10, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

3. COMMENTS

Morgan Smith, County Counsel, stated that we have an add on for Polk County Order No. 23-07, in the Matter of Canceling Uncollectible Personal Property Taxes on a Manufactured Structure. This Item should have been added onto the consent calendar, but was not. Commissioner Pope stated he would like more background information on this and would like the Polk County Assessor, Valerie Patoine to come for next week's BOC meeting to provide more information.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE AGENDA AS AMENDED.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF April 19, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF April 19, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. PUBLIC WORKS UPDATE:

Todd Whitaker, Public Works Director, provided a department update to the Board of Commissioners that went over their current projects, new equipment, and the staffing in his department. Commissioner Pope asked for some more details about the Chip Seal Project and what the definition of Vegetation Management is and Mr. Whitaker answered his questions. Commissioner Mordhorst asked for the ETA on Clow Corner and HWY 99 Project. Mr. Whitaker stated that they do not have a start date yet, but they are currently working with ODOT on a start date.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Resolution No. 23-04, In the Matter of Quality and Uniformity in a system of Property Taxation
(Katlyn D' Agostini, Finance Director)
- b) Polk County Contract No. 23-59 (Amendment 2 to Contract No. 19-127), Pacific Source Community Solutions
(Tami Stump, Behavioral Health)

There was no need for an executive session and Commissioner Gordon adjourned the meeting at 9:36 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



POLK COUNTY

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3177
CRIMINAL DIVISION * (503) 623-9268
SUPPORT ENFORCEMENT * (503) 623-9269
VICTIM ASSISTANCE * (503) 623-9268
FAX * (503) 623-7556

DISTRICT ATTORNEY

AARON FELTON
District Attorney
felton.aaron@co.polk.or.us

April 24, 2023

HAND DELIVERED

Board of Commissioners
Polk County Courthouse
Dallas OR 97338

Re: Order 23-07

Dear Board of Commissioners:

I have reviewed the proposed Order 23-07 and the Board Memorandum prepared by Katlyn D'Agostini, Tax Collector for Polk County. Pursuant to ORS 311.790, I concur in her recommendation that the Board of Commissioners approve Order 23-07 and cancel the uncollectible property taxes as set forth in the order.

Sincerely,

Aaron D. Felton
District Attorney

Cc: Katlyn D'Agostini
Tax Collector

MEMORANDUM

TO: Board of Commissioners

FROM: Katlyn D'Agostini, Tax Collector

DATE: May 3, 2023

SUBJECT: Write off unpaid property tax on manufactured structure (Order 23-07)

Wednesday Consent: May 3, 2023

RECOMMENDATION:

Board of Commissioners approve the request to cancel personal property taxes in the amount of \$57.92 on tax account number 432366.

ISSUE:

The tax office has been notified by the assessor's office that the manufactured structure located at 573 E Ellendale Ave #57 Dallas in Oregon is no longer on the property as of August 24, 2021 and verified it was torn down in 2018. ORS 311.790 requires that the Tax Collector petition the Board of Commissioners for an order cancelling the unpaid property taxes. We have determined this home was destroyed and deem the taxes as uncollectible.

DISCUSSION/ALTERNATIVES:

In the past, we have occasionally received requests from mobile park managers and landowners for write off of unpaid property taxes on abandoned or destroyed homes when the allowed expenses of rent, storage and disposition costs exceed the sales price amount. These taxes have been written off. These requests are infrequent and usually small.

ALTERNATIVES:

The following are alternatives:

1. Cancel the property tax on these accounts.
2. Don't cancel the property tax on these accounts.

FISCAL IMPACT:

Loss of tax income of \$57.92, accumulated interest of \$42.13 Approximately 14% of this is loss to Polk County, with the remaining share being lost by the other taxing districts.

Account 432366

Appraiser verified that the 1961 manufactured structure is no longer on the property as of August 24, 2021. Verified torn down in 2018

STATEMENT OF TAX ACCOUNT
POLK COUNTY TAX COLLECTOR
850 MAIN ST
DALLAS, OREGON 97338-3184
(503) 623-9264

28-Apr-2023

MORRIS BRANDY N ETAL
14440 DEARBORN AVE
SOUTH BELOIT IL 61080-9478

Tax Account #	432366	Lender Name	
Account Status	A	Loan Number	
Roll Type	MS	Property ID	0201 07528DC 01502
Situs Address	573 E ELLENDALE AVE 57 DALLAS, OR 97338	Interest To	Apr 28, 2023

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
1988	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$13.36	Nov 15, 1988
	Total	\$100.05	\$57.92	\$42.13	\$0.00		

Jeremy Gordon, Commissioner

Approved as to Form:

Morgan Smith, County Counsel

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY, OREGON and JACKSON COUNTY, OREGON

1. PARTIES TO AGREEMENT

This Agreement is between Polk County, a political subdivision of the state of Oregon, ("Polk") and the Jackson County, a political subdivision of the state of Oregon. ("Jackson") (Collectively "Parties") and is made pursuant to ORS Chapter 190.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Polk will provide GIS Services. These services are further described in Attachment A which is hereby incorporated into this agreement.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period commencing upon all signatures and ending on December 31, 2023 unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 Under the terms of this agreement, the parties shall designate a central point of contact for all communications required to effectuate the services and support contemplated under this agreement.

4.2 Polk shall perform the tasks described in Attachment A for Jackson. Polk shall apply for funding for the work under this agreement from the Oregon Department of Revenue. Polk shall satisfy any and all reporting requirements to the Department of Revenue for the work performed under this agreement.

4.3 At all times under this agreement, individuals either employed or volunteering at Polk to perform services under this agreement shall be agents of Polk. No individual at Polk performing services under this agreement shall be considered an employee or agent of Jackson nor shall they be entitled to any rights and/or benefits conferred to Jackson employees.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. HOLD HARMLESS

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Polk shall indemnify, defend and hold harmless Jackson from and against all liability, loss and costs arising out of or resulting from the acts of Polk, its officers, employees and agents in the performance of the Contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Jackson shall indemnify, defend and hold harmless Polk from and against all liability, loss and costs arising out of or resulting from the acts of Jackson, its officers, employees and agents in the performance of the Contract.

7. INSURANCE AND RISK MANAGEMENT

Each party shall insure or selfinsure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

8. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

9. NOTICES

Any notice required to be given the Polk or Jackson under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Jackson: _____ **Date:** _____

Elys Lance
Project/Program Coordinator I
IT Dept
10 S Oakdale Ave, RM 402
Medford, OR 97501

Polk: _____ **Date:** _____

Dean Anderson
IT Special Projects Manager
850 Main St.
Dallas, OR 97338

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

JACKSON COUNTY SIGNATURE

Signature

Print Name

Phone: _____

Fax: _____

E-mail: _____

POLK COUNTY SIGNATURE

Signature

Print Name

Phone: _____

Fax: _____

E-mail: _____

**POLK COUNTY / JACKSON COUNTY
CONVERSION SUPPORT PROJECT**

INTRODUCTION

County: Polk/Jackson County
Contact: Dean Anderson
Phone: Dean – 503-871-5530
E-mail: Anderson.dean@co.polk.or.us

Work Estimate (hrs): 80-100 hrs -

Project Name

Conversion Pilot Tool Support to move from ArcMap GDB to an ArcPro/Fabric Enterprise (10.9)

Justification (why do it):

Jackson County is currently using ArcMap for map maintenance. The County needs help converting from ArcMap to ArcPro using the ORMAP sample tools available.

Brief Deliverable Overview (proposed solution): Dean will assist the County with a pilot study. The pilot study will be used to convert the County's data into an Arc/Pro file geodatabase with existing tools converted to basically operate in this environment. In addition, the pilot will be used to develop an implementation plan for implementing the Arc/Pro fabric in a production environment at Jackson County.

As part of the pilot, Dean will:

- Assist the County to convert their data in a geodatabase environment from ArcMap to Arcpro/Fabric.
- Provide an initial review to identify any problems with the data that may cause issues once converted.
- Work with Jackson County to test the standard tools and provide feedback on how they may be modified to better support mapping after conversion in the GeoDatabase environment.
- Provide technical assistance with conversion to create a county-wide ArcPro/Fabric structure that can be uploaded to a branched version service environment.
- Develop a series of conversion scrips, in partnership with County staff, that will assist the County in operating in a dual environment.
- Work with staff to create an implementation plan for full implementation of an ArcPro/Fabric map maintenance system.

REQUIREMENTS

Current Process Summary (how it works now) Jackson County Assessment currently utilizes ESRI's desktop mapping application ArcMap, as well as ArcCatalog, to maintain their spatial data and maps. Cartographic spatial and attribute data is maintained in an enterprise ESRI geodatabase on SQL server. The cartography geodatabase is a versioned ESRI enterprise geodatabase with a Default>Assessment>Project hierarchy. Cartographers use editing/topology tools and add-ins (primarily ZOOM TO MAP and AUTO UPDATE) to update/edit feature data, based on recorded documents. Project versions are QC'd to meet ORMAP data and Cartographic standards by the Cartography Supervisor. Production Assessor Map is exported to PDF format (18' x 24') and saved to a County common drive from which internal applications provide access to the public. Finalized project versions are reconciled/posted to Assessment and the project version is deleted. Cartography Supervisor does routine (at least once a week) reconcile/post of Assessment to Default.

Desired Process Summary (how should it work) Jackson County would first migrate from ArcMap to ArcGIS Pro. We would familiarize staff with ArcGIS Pro in the current environment with our current editing practices and procedures where practical. We would test our existing ArcPro scripts, tools, attribute rules, and map series/layout to ensure best practices in editing and data maintenance.

Jackson County would then move our existing enterprise geodatabase to the Parcel Fabric data model in a test enterprise geodatabase to learn how it integrates with our existing Assessment/IT workflow and products. Upon successful testing of the Parcel Fabric, Jackson County would then move the Parcel Fabric into full production.

Assumptions/Constraints: The format of the source data is close to the ORMAP standard. Data is formatted for ORMAP integration with the exception of two fields which do not receive "on the fly" updating (MapClass, MapRelCode). The primary constraint will likely come in the form of time, with limited Cartography staff.

Time Frame / Tasks/ Deliverables

Start Date: May 2023

End Date: May 2024

Inputs: Jackson County Data in an ArcMap format that meets the ArcMap data standard.

Outputs:

1. Jackson County data in an Arc/Pro Fabric file geodatabase.
2. Review of tools & data in the GDB format.
3. Identification of issues with tools and data.
4. Scripts created to support the conversion process.
5. Review of tools and data, and what needs to be done for tools to work in the enterprise environment at Jackson County.
6. Implementation plan for implementing and operational system.

User Interface: Tools work, or we have documented what needs to be done so they do work.

Project Plan

The following tasks will be used to complete the pilot.

1. Kickoff Meeting: Dean will meet with the County Conversion Team to review and modify steps needed to complete the pilot.

County: Meeting participation and plan review

Deliverable: Modified project plan

2. Data Conversion: The County will provide Dean with a small dataset in an ArcMap format and an ArcMap project file containing symbology and field domains. Dean will complete the initial conversion and provide the County with an ArcPro/Fabric Geodatabase and Project File that meets the new ArcPro/Fabric data standard. With Dean's assistance the County will update the database and project file to reflect the County's symbology and data domain requirements and provide that back to Dean.

County: Provide small dataset and answer questions regarding data

Update small dataset to include County symbology and domains

Deliverable: ArcPro/Fabric geodatabase

3. Tools Conversion: Dean will modify the ORMAP tasks, rules and scripts to operate on the new small County ArcPro/Fabric dataset. He will document any data issues found that cause the tools to not operate as specified. He will also work with the County to update the map layout environment for production of a standard assessor's map.

County: GIS staff gain an understanding of ORMAP tasks, rules and scripts.

Deliverable: Initial Tools, Tasks, and Rules converted to work with small dataset

4. Conversion Review: Cartography staff will use the converted data and tools to gain a basic understanding of how ArcPro/Fabric works. Prior to review GIS staff should have a basic understanding of ArcPro and Cartographers should have taken required Arcpro and Fabric classes.

Cartography and GIS staff will document any issues found during the review. After the review is complete, County staff, Dean and the Conversion Team will summarize issues with the data and tools that must be addressed as part of a larger implementation which includes identification of:

- Non-standard feature classes in use at the County
- Non-standard attributes and domains in use at the County
- Potential data edits that may need to be done as part of the conversion
- Needed modifications to existing tools.
- Additional tools that may need to be developed.

County:

- Cartographers become familiar with the ArcPro/Fabric environment and small dataset.
- GIS staff are familiar with the conversion process and small dataset.
- County staff document problems and issues found in a review document.

Deliverable:

- Conversion Review Document.
- County GIS staff are familiar with the conversion process.
- County Cartographers are familiar with the ArcPro/Fabric map maintenance process.

The following tasks represent a transition from Dean being the lead to County staff being the lead. This will ensure that County staff have a good understanding of the data, processes, and tools required to support mapping in the new ArcPro/Fabric environment.

5. Convert County-Wide Data: Dean will work with the County to convert a county-wide dataset from the ArcMap environment to the ArcPro Fabric dataset. He will assist the County in making modifications to the conversion process to address issues found in the Conversion Review (Step 4).

County:

- Provide Dean with a copy of the county-wide ArcMap dataset
- GIS staff will make modifications and run the conversion scripts

Deliverable: ArcPro/Fabric county-wide geodatabase

6. Tools Update: Dean will work with the County to make limited modifications to the tools to address issues found as part of the Conversion Review (Step 4).

County: GIS staff will make modifications to Tools, Tasks, and Rules

Deliverable: Updated Tools

7. Enterprise Review: ESRI, County GIS staff, and Dean will identify enterprise implementation issues, equipment and timelines for implementing the environment needed to support a county-wide data maintenance environment for managing taxlots.

County: County development enterprise implementation plan.
Deliverable: Assistance with requirements.

The final two steps will be used to review what's been done to date and document how the new environment supports existing business processes at the County.

8. Second Review: Dean and the Conversion Team will document issues with the data and tools that must be addressed as part of a full implementation of an ArcPro/Fabric environment. This review will also include any discussions of how the tools/tasks/rules fit with the existing workflow process used by the County to process transactions and produce maps.

County:

- Complete the review as identified in Step 4.
- Provided workflow overview if one exists

Deliverable: Conversion Review Document

9. Implementation Plan: Dean will work with the County to develop an implementation plan that will be used to guide system implementation.

County: Work to develop the implementation plan
Deliverable: Implementation Plan

Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") is made and entered by and between the Yamhill County, Oregon (Yamhill) and Polk County, Oregon ("Polk"), collectively hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the purpose of this Agreement is to secure construction services for a county road rehabilitation project herein known as the Grand Ronde Road Rehabilitation Project ("Project").

WHEREAS, the Parties share the common goal of constructing and maintaining a safe and high-quality roadway that is Grand Ronde Road, Polk County Road Number 681, and Yamhill County Road Number 402 in the community of Grand Ronde; and

WHEREAS, Grand Ronde Road is part of the Polk County and Yamhill County road system and under the jurisdiction and control of Polk County and Yamhill County; and

WHEREAS, Grand Ronde Road is adjacent to the Grand Ronde Indian Reservation and Reservation lands are managed by the Tribe, and

WHEREAS, the Tribe manages the Tribal Transportation Program through a Tribal Transportation Program Agreement (A16AP00146) that allows the Tribe to perform road maintenance as authorized by 23 U.S.C. § 202 (a)(8)(A); and

WHEREAS, Grand Ronde Road is an official roadway within the Grand Ronde Road National Tribal Transportation Facilities Inventory identified as Bureau Indian Affairs Route Number 6801 and is approved for road construction funding under the Tribe's Transportation Improvement Program (TIP) identified as PCAS P0114101, and

WHEREAS, the Parties understand and agree that Grand Ronde Road needs rehabilitation, and

WHEREAS, the Tribe has funding approved to reconstruct Grand Ronde Road in the TIP, but lacks jurisdiction to manage, oversee, and complete the Project, and

WHEREAS, Polk County has jurisdiction over part of Grand Ronde Road terminating at the Polk County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

WHEREAS, Yamhill County has jurisdiction over part of Grand Ronde Road terminating at the Yamhill County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

WHEREAS, Polk County is the lead agency on the Project for the purpose of civil engineering design and construction, and Polk County will work with Yamhill County to perform all the necessary services associated with completing the Project; and

WHEREAS, this Agreement will formally outline the participation and responsibilities of the Parties in the Project.

NOW, THEREFORE, Yamhill and Polk hereby agree as follows:

1. Tribe and County Roles and Responsibilities

1.1. Polk County's Roles and Responsibilities

- 1.1.1. Prepare all bid documents necessary to solicit qualified construction contractors to perform construction services on Grand Ronde Road (the "Services").
- 1.1.2. Follow a competitive bidding process, which include sending requests for bids on the Services to a minimum of three (3) qualified construction contractors who possess the necessary licenses, resources, experience, and expertise to perform the necessary road construction services in Oregon.
- 1.1.3. Contract with a qualified contractor to perform the construction services needed for the Project. Follow all applicable laws, rules, regulations, and policies associated with construction on County roads.
- 1.1.4. Ensure that the Services satisfy the standards of care, skill, and diligence ordinarily exercised by contractors performing similar services in Oregon.
- 1.1.5. Keep the Tribe informed of the status of the Services.
- 1.1.6. Work with Yamhill County to ensure the completion of the Project.
- 1.1.7. Ensure the construction Services are completed no later than October 31, 2023.

1.2. Yamhill County's Roles and Responsibilities

- 1.2.1. The total project costs are estimated to be \$2,996,740.00. The required match from Yamhill County is 9.48% of the actual cost. A 9.48% share of the estimated cost, \$284,070.00, shall be due and payable no later than July 1, 2023. At project completion, the final total project cost will be summarized and any surplus funds in excess of 9.48% of the project cost will be returned; however, if the final costs exceed the original estimate, Yamhill County will be responsible for 9.48% of the excess costs.
- 1.2.2. Authorize all permits necessary work for the Grand Ronde Road Rehabilitation Project occurring on Yamhill County roads.

2. Term and Termination

- 2.1. This Agreement is effective on the date it is signed by authorized representatives of the Tribe and Polk County ("Effective Date").
- 2.2. The term of this Agreement begins on the Effective Date and continues until the Services are complete.
- 2.3. Polk County agrees to defend and indemnify Yamhill County, its officers and agents for any and all claims resulting from the engineering, design and construction of the improvements in Grand Ronde Road Rehabilitation Project described above when such claim arises from an incident on Yamhill County's road.

3. General Provisions

- 3.1. Any amendments to this Agreement will be in writing signed by the Parties.
- 3.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 3.3. Unless specifically stated otherwise in this Agreement, all notices, document transmittals, and other submittals to be provided under this Agreement will personally delivered or sent by first-class mail, postage prepaid, or by email to the following addresses:

If to Yamhill County:

Mark Lago
Public Works Director
Yamhill County Public Works
2060 NE Lafayette Avenue
McMinnville, OR 97128
(503) 434-7515 Ext. 3602
lago@co.yamhill.or.us

If to Polk County:

Todd Whitaker, PE
Polk County Public Works
820 SW Ash Street
Dallas, OR 97338
Phone: 503-623-9287
Email: whitaker.todd@co.polk.or.us

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[SIGNATURE PAGE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

Polk County

Yamhill County

Print Name, Title

Print Name, Title

Signature

Signature

Date

Date



HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174
(503) 623-1888 ★ FAX (503) 623-1889

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Administrative Services Director
DATE: May 1, 2023
SUBJECT: New Job Specification and Wage

Wednesday – May 3, 2023 (Consent)

RECOMMENDATION:

The Board of Commissioners approve the new job specification and wage.

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for an Engineer-Survey Technician I/EM Coordinator in the Public Works and Emergency Management Departments. This position will server both Public Works and Emergency management in many capacities as described in the attached job specification.

The salary range for the Engineer-Survey Tech I/EM Coordinator will be (023) \$4,015 – \$5,080.

FISCAL IMPACT:

No fiscal impact for FY 22-23.



POLK COUNTY CLASS SPECIFICATION
**ENGINEER-SURVEY TECHNICIAN I/EMERGENCY
MANAGEMENT COORDINATOR**

Class Spec. Number: 714

Representation: AFSCME

FLSA Status: Non-Exempt

Salary Range: 023

GENERAL STATEMENT OF DUTIES: This position provides technical support to engineering, surveying and mapping functions within the Public Works Department and administrative support to Emergency Management. Performs civil engineering technician work in analysis, location, design, construction and inspection, or operation of engineering projects or survey work. Performs computing design and drafting work in the office. This position assists with collecting and maintaining GIS data related to the road system and other public works functions; may also perform field work and project staking. Responsible for database entry, reports and records management. Provide administrative support to the Emergency Operations Manager. Gathers and compiles information necessary for formulation of operating procedures, policies, rules and regulations.

SUPERVISION RECEIVED: Works under the general supervision of the Public Works Director and the Emergency Operations Manager.

SUPERVISION EXERCISED: Supervision of other employees is not a responsibility of this position.

PRINCIPAL DUTIES: An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Assists the public in accessing official records; responds to public for requests of related information.
2. Functions as a project coordinator for less complex projects in various stages of development in support of Senior Tech or project engineer. Coordinates with other agencies and organizations when appropriate.
3. Uses AutoCad/Softdesk in engineering design and survey field note reductions and drawing preparation.
4. Performs computer-aided technical drafting work; plots engineering drawings and maps; assists in the preparation of plans for roadway, drainage, and structural projects. Develops and revises drawings, maps, surveys and work plans from rough sketches, verbal instructions, electronic survey data and field notes.
5. Performs various office and field functions, such as maintaining and updating maps and databases; assists with contract document preparation and cost estimates; makes field observations and measurements; conducts various engineering studies and written reports; files, indexes and updates official records.
6. Uses computer aided tools to prepare mathematical analysis of survey traverses, closures and adjustments.

7. Collects and files accident reports; compiles and summarizes accident data and maintains the associated databases, compiles accident history reports.
8. Assists in office and field studies of traffic volume, vehicle usage, and traffic distribution; sets up and monitors traffic counters; takes manual traffic and turning movement counts. Collects and maintains IRIS and P.M.S. data.
9. Uses and maintains the permit system and associated databases. Issues permits for special events taking place on county roads, reviews and assists in developing traffic control plans for permitted work. Issues permits for oversize/overweight vehicles.
10. Investigates miscellaneous safety complaints, sign requests, etc.; measures sight distances; provides miscellaneous graphics and mapping support.
11. Researching records for property and right-of-way information, provides traffic volume and miscellaneous traffic data to the public upon request, miscellaneous hand and computer drafting, and filing and organizing traffic engineering work.
12. Assists with Design Standards revision and updates.
13. Performs administrative duties in support of program managers; drafts and types letters, reports, budget documents, contracts, and agenda ready memorandums to the Board of Commissioners.
14. Answers inquiries from County staff, the public, and outside agencies concerning various Public Works programs. These programs include transportation permits, utility permits, access permits, the adopt-a-road program, dust control, vegetation management agreements, fill dirt requests and weed abatement.
15. Coordinates regular updates to National Pollution Discharge and Elimination System (NPDES) Stormwater Permit and manages the implementation of these permit requirements.
16. Coordinates regular updates to the Total Maximum Daily Load Implementation Plan and manages the implementation of these plan requirements.
17. Inspects construction projects for compliance with Erosion Control Permit requirements.
18. Provides administrative support to Emergency Management Operations as assigned and directed by the Emergency Operations Manager.
19. May provide outreach trainings to the community as needed, and as directed by the Emergency Operations Manager.
20. Assist with set up of Emergency Operations Center (EOC) through completing tasks to include, but not limited to computer maintenance/set up, maintaining office supplies and restocking required items for the EOC.
21. Manage and track all requirements for the Emergency Management Program Grant.

22. Provides assistance for Emergency Management exercise development and assist in conducting required trainings.
23. Performs related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: the principles of office management; database; accounting principles; government organization, policies and procedures; computer software including Word, Excel, and MS Access, as well as internet access; record keeping and reporting procedures; operations, programs, policies, and procedures of the Public Works mathematical principles as applied to engineering and surveying, basic engineering practices and procedures; drafting, CAD, and plan/map reading;

Ability to: use of field and office engineering instruments, especially computers; making drafts, sketches or tracings of maps and plans; make accurate computations; communicate effectively, both orally and in writing; follow written and oral instructions accurately, deal effectively with the public; conduct research and write reports; conduct field inspections; work with Softdesk/AutoCad, prepare clear and concise reports; assemble and organize statistical, financial and factual information derived from a variety of sources; comprehend and interpret statutes, rules, regulations and policies; exercise resourcefulness, tact and proper perspective developing alternative procedures or problem solutions; work effectively with team, department heads, and general public.

EDUCATION, EXPERIENCE AND TRAINING: Graduation from high school or successful completion of the equivalent GED. Two years of college course work in civil engineering or civil engineering technology; or two (2) years of varied technical experience in the field of engineering, surveying, drafting, construction, or traffic engineering operations; OR equivalent combination of education, training and experience.

SPECIAL QUALIFICATIONS: Must possess a valid Oregon Driver's License and be in good standing. Must be able to complete Emergency Management Program Grant requirements within 24 months of hire.

Engineer-Survey TechI/EM Coordinator - 739
Adopted 4/23