



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 18, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

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

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

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

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

9:00 a.m.	CALL TO ORDER
9:00 a.m.	Columbia River Gorge Grant Agreement – Angie Brewer
9:05 a.m.	Bakeoven Solar Project: Recommended Comments – Angie Brewer
9:20 a.m.	ActOn Agreement – Debby Jones
9:30 a.m.	Road Vacation Hearing – Arthur Smith
9:45 a.m.	Wasco County Landfill Longevity Report – Kevin Green
10:00 a.m.	Early Learning HUB Updates – Christa Rude
10:15 a.m.	MCEDD Transportation <ul style="list-style-type: none"> • Get There Proclamation/Transportation Updates – Kathy Fitzpatrick • Transportation & Growth Management Program – Jessica Metta
	PUBLIC COMMENT
	CONSENT AGENDA: 9.4.2019 MINUTES (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>)
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 18, 2019

PRESENT: Steve Kramer, Chair
Kathy Schwartz, County Commissioner

STAFF: Kathy White, Executive Assistant
Tyler Stone, Administrative Officer

ABSENT: Scott Hege, Vice-Chair

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

- County Counsel Request for Qualifications - Update

Agenda Item – Columbia River Gorge Grant Agreement

Planning Director Angie Brewer explained that this biennial non-competitive grant has historically been signed by the Planning Director. She stated that to keep in alignment with how other grants are processed, she is bringing it to the Board for approval. She noted that the Planning Department generates annual reports associated with the grant. Funding from the grant program is distributed to each of the Scenic Area counties that implement the Columbia River Gorge Commission rules. The distribution amount is formulaic.

Chair Kramer commented that the amount of the grant has been the same for many years – it has not kept pace with costs. He suggested that the Board of Commissioners needs to lobby for an increase. Mr. Stone concurred saying that one large application can use all the funding and more.

Commissioner Schwartz asked how long we have been receiving this funding. Ms. Brewer replied that she believes we have gotten the funding since 1993. She added that Hood River attempted to increase their funding through this program and were denied.

{{{Commissioner Schwartz moved to approve the 2019-2021 Department of Land Conservation and Development Gorge Grant Agreement. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Bakeoven Solar Project Comments

Brian Walsh, Bakeoven Solar Project Developer, stated that he is here to answer questions. He noted that the application comments are still a work in progress. Although the project is for a 303 megawatt facility, it will be completed in phases – the first phase is 60 watts. He pointed out that the phased approach will be less impactful to housing and infrastructure in the Maupin area. He added that they have learned about the housing shortage in rural communities; many of the workers will commute in from other areas.

Matt Hutchison, Bakeoven Solar Project Program Manager, stated that they approach the project from a worst-case-scenario perspective. He said they will add language to outline the phased construction. He reported that they are reaching out to the County and the State for traffic control. He said getting this feedback is helpful.

Planning Director Angie Brewer reviewed the proposed comment letter which is a formal response to each of the six responsibilities assigned to the Board of Commissioners acting as the Local Review Board. She said that there are no significant red flags; however, clarifying the numbers is important to the local governments so they can mitigate the impact of the project on citizens, businesses and infrastructure.

Chair Kramer stated that he has concerns around the emergency services available in the area. They are staffed by volunteers and there are not a lot of them; they will be easily overwhelmed. He said there needs to be a plan for that as well as fire hazards. He said that he is happy to have the project in the county but wants to mitigate issues proactively.

Commissioner Schwartz said that she echoes Chair Kramer's support of the project and concerns around fire protection; the local districts are struggling and that is a concern. She asked if there will be weed mitigation. Ms. Brewer replied that they do have that as part of their application process. Associate Planner Daniel Dougherty said it will be a condition of approval.

Commissioner Schwartz asked if there is a plan for dust suppression. Ms. Brewer replied that it is part of their water needs plan. Commissioner Schwartz asked if there is a plan for scrap. Ms. Brewer replied that it is part of their application but

we have no comments for that piece. She pointed out that number six in the comments refers to emergency services – below that it identifies burdens on local infrastructure. Commissioner Schwartz stated that she would call out housing specifically.

Mr. Walsh observed that there are a number of large projects in the area that will likely conclude prior to the start of this project. That should open up some housing opportunities for their workers. He said that they do have a weed management plan and are working with the County Weed Master. He said they will also engage in reseeded at the conclusion of the project. He noted that the local landowners have recently formed the Bakeoven/Shaniko Fire District and they will support that effort financially as well as establishing fire breaks.

Mr. Stone commented that this could be a shot in the arm for Maupin. He stated that the County has RV spots in Tygh Valley. If the company wants long-term use of those spots, we need to have that conversation now. He said there should also be conversations about the need for fiber optics.

Chair Kramer noted that the County Road Department is preparing for a chip seal on Bakeoven. Public Works Director Arthur Smith said that the road will have a year to cure before the solar project begins. He added that as part of the road use agreement, we will make sure that damage is addressed. Ms. Brewer stated that they can add that to comments for resource impact.

Mr. Walsh stated that it is part of the State process that they have to meet local zoning codes. He said let them know if there is anything that they need to provide now.

*****The Board was in consensus for the Planning Director to submit Wasco County Board of Commissioners/Planning Department Comments on the Preliminary Application for Site Certificate for the Bakeoven Solar Project.*****

Agenda Item –ActOn Agreement

Prevention Coordinator Debby Jones said due to staff turnover at both ActOn and the County, this has been in the process for three years. During that time, she has been using the software product on a month to month basis. This will allow us to pay for the services on an annual basis; reviewing for usefulness and costs at each renewal.

Commissioner Schwartz pointed out that there is an automatic 5% annual increase in costs built into the agreement. She encouraged Ms. Jones to explore that

further. She asked if anyone else within the County organization is using this product. Ms. Jones replied that they have discussed that possibility but it would significantly impact the rates as they are capped at a certain level for Youth Think. She said that it would just require a new contract that allowed for broader use.

{{{Commissioner Schwartz moved to approve the ActOn Software Order Form and associated Master Services Agreement. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Road Vacation Hearing

At 9:30 a.m. Chair Kramer opened a hearing regarding the Catron Road Vacation application. He explained the process for the hearing and asked Public Works Director Arthur Smith to present.

Mr. Smith stated that earlier this year he received a petition to vacate a portion of Catron Road. He brought that petition to the Board of Commissioners where he was directed to prepare a report. He did so and presented the report to the Board. Since the petitioner does not own all the adjacent properties, a hearing is required; he stated that he has completed all the noticing required by statute; no comments have come in to his office. He stated that only a small portion of the road has been used; most of it is orchard and brush. He said that the County has no interest in connecting that road and add it to the road system; therefore, he recommends approval of the vacation.

There were no public comments or questions from the Board. Chair Kramer closed the hearing at 9:40 a.m.

{{{Chair Kramer moved to approve Order 19-116 in the matter of the vacation of a portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and Southeast of Mosier, Oregon and being approximately 9.40 miles in length. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Chair Kramer called for a recess at 9:37 a.m.

The Session reconvened at 9:43 a.m.

Agenda Item – Wasco County Landfill Longevity Report

Waste Connections District Manager Kevin Green introduced Brian Evola who will be taking over his position next week. Mr. Green reviewed the report included in the Board Packet. He pointed out that due to improved compaction, the lifespan of the current landfill has been extended for the first time in several years. He added

that they are planning construction that will give them an additional nine acres of space. They are also looking at the potential of expansion opportunities; that is in the early stages.

Commissioner Schwartz asked how the landfill is accessed. Mr. Green replied that they use Hwy 97; Steel Road would not be appropriate.

Chair Kramer said he is happy to hear about the extended lifespan. He said that he hopes new technology and renewed recycling will extend it further.

Agenda Item – Early Learning Hub Update

Director of Four Rivers Early Learning Hub Christa Rude reviewed a handout she distributed to the Commissioners (attached). She explained that they now have a staff of three to create a network of early childhood systems that are family-centered and ensure that all children have equal opportunities to help them be school ready and successful. They work with partners across the five sectors: early learning, health, human services, K-12 education, and private sector to ensure positive family outcomes. They contract with Hood River for administrative support and are partnering with GOHBI to share staff.

Ms. Rude went on to say that funding has remained flat for this biennium. Sherman County has been the backbone agency for the Hub; they want to step away from that role, so the Hub is exploring alternatives that will allow them to be under one umbrella to be more cohesive. She reported that the Board is active and engaged.

Ms. Rude stated that for programming they have three goals:

- Kindergarten Readiness
- Stable and Attached families
- Coordinating agencies who are working towards early learning success

She then reviewed the programming and initiatives they have in place.

Ms. Rude stated that she has been working with Regional Solutions on the issue of quality daycare in the region as it impacts local businesses. Nate Stice, North Central Region Coordinator for Regional Solutions, said that businesses want to participate in a solution as does the State. Ms. Rude noted that there are people who will not enter the workforce due to lack of quality care.

Commissioner Schwartz commented that employers have a role in that and may need to change their model of how we work. Ms. Rude stated that she not only sees it as an investment in the productivity of the current workforce, but an

investment the future workforce.

Chair Kramer commented that the East Cascade Works needs to be brought into the conversation. Ms. Rude responded that she has an upcoming meeting.

Agenda Item – Get There Proclamation

MCEDD Mobility Manager Kathy Fitzpatrick reviewed the presentation included in the packet. She stated that agencies in our region are very supportive of expanding transit services and residents are adopting and using the resource. Mobile ticketing and other technologies are making it easy for people to navigate and use the system. There are plans to build a number of bus shelters to provide seating and shelter for passengers waiting for transportation.

Ms. Fitzpatrick went on to describe their marketing campaign which includes videos, rack cards and social media. Community engagement has humanized drivers and riders, creating relationships that support success. The Get There Challenge is an annual effort that gets a lot of people participating.

{{{Commissioner Schwartz moved to approve the Wasco County Get There Challenge Partnership Proclamation. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Transportation and Growth Management Program

MCEDD Deputy Director Jessica Metta announced that we have been awarded the TGM Grant to support the creation of a 20-year master plan for public transit. The grant provides \$125,000 in funding and requires a 12% match which will come from Statewide Transportation Improvement Funds. She reported that she has worked with ODOT around the match language but they do not want to limit the match to \$20,000 should costs rise.

Chair Kramer commented that he will not stand in the way of the project but thinks the current language is cloudy and poses a risk that costs will rise beyond our control.

Ms. Metta responded that if the project goes up to \$175,000, which appears to be the maximum cost, the match would rise to \$21,000. She stated that it is in everyone's best interest to keep costs down.

{{{Commissioner Schwartz moved to approve the 2019 Transportation and Growth Management Grant Acceptance Form. Chair Kramer seconded the motion which passed unanimously.}}}

Chair Kramer called a recess at 10:49 a.m.

The Session Reconvened at 11:03 a.m.

Consent Agenda – 9.4.2019 Minutes

{{Commissioner Schwartz moved to approve the Consent Agenda. Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – Legal Counsel RFQ Update

Mr. Stone said that he will bring this to the next Board session for action. As directed by the Board, he issued a Request for Qualifications and had one response from Campbell Phillips; our current provider did not submit. He stated he has not been able to reach Mr. Timmons to find out why.

Mr. Stone reported that he assembled staff that represent the highest use of legal services to review the submission(s); that group included County Assessor Jill Amery, Planning Director Angie Brewer, Public Works Director Arthur Smith and Executive Assistant Kathy White. The group asked Ms. Campbell to come in to answer questions and address concerns. The consensus of the group was that Ms. Campbell's responses were satisfactory. Although we could re-advertise to see if we get more responses, the consensus of the group is to recommend Campbell Phillips to represent the County in legal matters.

Ms. Brewer commented that the proposal was clear that Wasco County will be the primary client; by comparison, the current firm cannot always provide prompt response. Ms. Campbell has history with the County and a good track record. She responded to questions and concerns quickly and adequately and has expanded the firm's capacity. This would be a positive step for legal services.

Mr. Smith stated that he had to leave the meeting before the interview. He explained that according to contracting rules, we can re-advertise, but that poses a problem for our current legal services contract as we have to notice that firm by the end of October. As far as casting a wider net, he stated that he prefers to engage a local firm. He said he would have preferred in-house counsel, but believes this is as close as we can get to that arrangement. Ms. Campbell has added depth to her practice and is all-in regarding her relationship with the County; it is a positive relationship and good for the County.

Mr. Stone noted that there are pros and cons to using either firm and he would prefer a full board to make the decision. He stated that we may have to supplement legal services for specialized items but that could be true of our

current County Counsel.

Commission Call

Commissioner Schwartz reported that there will be a NORCOR work session on October 24th with a focus on management structure and strategic planning. Chair Kramer suggested that we add a discussion of NORCOR to the Board's next work session to form a position on the management structure.

Commissioner Schwartz said that she attended a recent Antelope City Council meeting with the County Clerk and County Emergency Manager. Although the County has received a letter from the State indicating that the Antelope Fire District has been disbanded, their Fire Chief claims that is not the case. Emergency Manager Sheridan McClellan will follow-up.

Chair Kramer stated that he introduced a concept for recycling to the Tri-County Household Hazardous Waste Steering Committee. The concept is based on available property next to The Dalles Disposal with the idea of building a bailing facility. The idea would be to contract all recycling services in a public/private partnership with Waste Connections. It was decided that each member of the nine-agency committee would go back to their respective councils/boards to get a thumbs up or down on the concept and come back to the Steering Committee in December for a decision. Wasco County will need to have that conversation and come to a consensus. He noted that there was some opposition to the concept. Mr. Stone commented that the opposition was based on emotions. Chair Kramer concurred, saying that one of the non-voting members does not trust the private entity.

Commissioner Schwartz reported that recently Hood River's efforts to build low-cost housing met with opposition and they were not able to move forward. She stated that we struggle with this issue throughout the Gorge. There is a grass roots housing coalition in our area which she believes grew out of action at the City Council level. She said that she has attended a couple of their meetings and anticipates they will be coming to both the City and County to talk about the problems and the possible role of government in solutions. Mr. Stone commented that housing is not one of the County's core services but we can offer support for their efforts. Chair Kramer said there is a distinction between low-income and affordable housing – the language is important.

The session was adjourned at 11:13 a.m.

Summary of Actions

MOTIONS

- to approve the 2019-2021 Department of Land Conservation and Development Gorge Grant Agreement.
- to approve the ActOn Software Order Form and associated Master Services Agreement.
- to approve Order 19-116 in the matter of the vacation of a portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and Southeast of Mosier, Oregon and being approximately 9.40 miles in length.
- to approve the Wasco County Get There Challenge Partnership Proclamation.
- to approve the 2019 Transportation and Growth Management Grant Acceptance Form.
- to approve the Consent Agenda – 9.4.2019 Regular Session Minutes.

CONSENSUS ITEMS

- for the Planning Director to submit Wasco County Board of Commissioners/Planning Department Comments on the Preliminary Application for Site Certificate for the Bakeoven Solar Project.

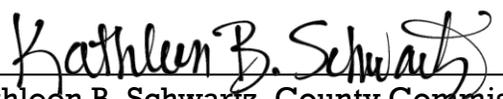
Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



AGENDA ITEM

Columbia River Gorge Planning Grant Agreement

[OFFER LETTER](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

August 23, 2019



Angie Brewer, Planning Director
Wasco County
2705 East Second Street
The Dalles, Oregon 97058

SENT VIA E-MAIL

**RE: Columbia River Gorge National Scenic Area Planning Grant Offer
(Grant No. GORGE-21-003)**

Dear Angie:

The Department of Land Conservation and Development (DLCD) is pleased to offer Wasco County a grant in the amount of \$90,000 for Gorge Scenic Area planning assistance. The agreement is attached. Please read it carefully.

You will find the entire grant agreement in an attached PDF file. Please complete and sign the agreement on page 7, and scan and return pages 1 through 7 of the signed agreement via e-mail to DLCD.GFGrant@state.or.us. Alternatively, the signed agreement can be mailed to the address in the letterhead. Please return the signed agreement by September 27, 2019.

Upon receipt of the signed agreement, I will sign for DLCD and return a complete, executed agreement to you via e-mail. The attached grant agreement is not in effect until signed by Wasco County and DLCD. Funds will be sent to you in accordance with the payment schedule in the agreement. **Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.**

If you have questions about the agreement, please contact Scott Edelman, the grant manager, at 541-318-7921 or scott.edelman@state.or.us or me at 503-934-0034 or gordon.howard@state.or.us.

Best Wishes,

Gordon Howard
Community Services Division Manager

cc: Krystyna U. Wolniakowski, Gorge Commission Executive Director
Scott Edelman, DLCD Regional Representative

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2019-2021 GORGE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: August 23, 2019	
Grantee Wasco County 2705 East Second Street The Dalles, Oregon 97058	Grant No. GORGE-21-003
Project Title: Columbia River Gorge National Scenic Area Planning Assistance	
Grantee Representative Angie Brewer, Planning Director 541-506-2560 angieb@co.wasco.or.us	DLCD Grant Manager Scott Edelman, Central Ore. Regional Rep. Phone: 541-306-8530 scott.edelman@state.or.us
GRANT AMOUNT: \$90,000	PROJECT END DATE: May 31, 2021
Last day to amend agreement: March 1, 2021	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned and without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may terminate the grant award. Upon receipt of the signed Agreement the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

Grantee will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2019-2021 GORGE GRANT
AGREEMENT

DLCD Grant Number: GORGE-21-003

Wasco County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as “DLCD,” and **Wasco County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

Attachment D: **Grant Expenditures Report**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$90,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or

mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement that include Product(s) as provided in Attachment A on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee.

Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not

violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
 - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.

iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

12. Indemnity.

a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF

OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:

- i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
- ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
- iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:

- i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure

within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: Wasco County

Grant No. GORGE-21-003

Print Name of Authorized Official For the Grantee Steven D. Kramer	Title Chair, Wasco County Board of Commissioners	Date 9.18.2019
Signature of Authorized Official For the Grantee		
Print Name of DLCD Grant Program Manager Gordon Howard	Title Community Services Division Manager	Date
Signature of DLCD Grant Program Manager		

**ATTACHMENT A
PROJECT DESCRIPTION AND BUDGET**

PROJECT PURPOSE

The purpose of this grant award through this Agreement is to support the work of Grantee to accomplish and carry out planning work associated with implementing the Columbia River Gorge National Scenic Area Act through reimbursement of certain expenditures as specified in this Agreement.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. Grantee will provide all letters, memos, reports, charts, products and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.
4. DLCD will provide no more than one interim reimbursement before May 31, 2021 (the “Project End Date”) and a final reimbursement. Reimbursements will be made only upon submittal of reports in accordance with the terms of this agreement and Attachment C. The reports must describe the progress to date. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.

PRODUCTS AND BUDGET

1. Reimbursement of expenditures under this Agreement is limited to expenditures incurred by Grantee in performing the following planning work associated with implementing the Columbia River Gorge National Scenic Area Act:
 - A. Zoning code administration including, but not limited to, adoption of code and amendment(s) or repeal of existing code
 - B. Code enforcement
 - C. Coordination with the Columbia River Gorge Commission
 - D. Public education efforts

2. The products produced for reimbursement under this Agreement include:
 - A. One or more Grant Expenditures Reports, using the format provided in Attachment D, that identifies the reimbursable planning work performed during the period for which reimbursement is requested
 - B. One or more “Work Element Completed and Projects Produced Reports,” using the format provided in Attachment E, which describes the final the work performed, by category, during the reimbursement period
 - C. A summary table of Land Use Reviews, using the format provided in Attachment F, for applications that received final decisions and for enforcement actions.
3. To obtain reimbursement, Grantee must submit to DLCD a request for reimbursement. Two requests for reimbursement are scheduled under this Agreement. To request reimbursement, Grantee must submit the following in electronic format to the Grants Administrative Specialist to the e-mail address specified in Attachment B:
 - a. A completed grant reimbursement request provided in Attachment C
 - b. Reports, with supporting documents as necessary, describing the current and long-range planning activities undertaken by Grantee relating to the Columbia River Gorge National Scenic Area as described in Section 3 above.
4. Reimbursements shall be provided in two installments according to the following schedule:

Interim Reimbursement: Reimbursement of up to \$45,000, on or after **June 17, 2020**, upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information.

Final Reimbursement: Reimbursement of up to \$45,000 or the total of unexpended funds, whichever is greater upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information.

**DLCD Grants
Contact Information for Wasco County
Grant GORGE-21-003**

For questions regarding the scope of work of your grant, please contact:

Grant Manager:

Scott Edelman
Central Oregon Regional Solutions Center
1011 SW Emkay Dr., Suite 108
Bend, Oregon 97702

Office: 541-318-7921
Mobile: 541-306-8530
E-mail: scott.edelman@state.or.us

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0034
Mobile: 503-856-6935
E-mail: gordon.howard@state.or.us

For questions regarding the agreement, submittal of products, and reimbursements, please contact:

Grants Administrative Specialist:

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Phone: 503-934-0054
E-mail: DLCD.GFGrant@state.or.us

ATTACHMENT C

**Department of Land Conservation and Development (DLCD)
2019-2021 Request for Interim Reimbursement / Final Closeout**

Grantee Name Wasco County		Grant No. assigned by DLCD GORGE-21-003	Final Reimbursement Yes No
Grant Agreement Start Date From:	Grant Agreement Close Date To: May 31, 2021	Period covered by this Reimbursement From:	Period covered by this Reimbursement To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
Transactions	Previously Reported	This Reimbursement	Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1-4)			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6-9)			
11. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final reimbursement.			
13. Typed or Printed Name and Title		14. Address where reimbursement is to be sent	
15. Signature of Authorized Certifying Official		16. Date Reimbursement Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2019-2021 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact DLCD at DLCD.GFGrant@state.or.us. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final reimbursement has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Project End Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the reimbursement descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Reimbursement” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.

- **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a reimbursement can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@state.or.us, or (2) via the DLCD FTP site (contact DLCD at 503-934-0054) or (3) a CD or DVD mailed to the address below. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol St. NE Suite 150
 Salem, OR 97301

Wasco County
 DLCD Grant GORGE-21-003

*Grant Expenditures Report for the period of
 “Month/Day/Year” to “Month/Day/Year”*

I. Land Use Reviews:

Click here to enter general description of land use review activity during the payment period

Summary of applications that received final decisions. Add rows as necessary.

Parcel	Zone	Application No.	Type / Description	Decision Date

Total NSA Applications that received final decisions – Click here to enter text.

Charges to the grant for land use reviews: \$ Click here to enter text.

2. Enforcement Actions:

Click here to enter general description of enforcement activity during the payment period

Summary of enforcement actions. Add rows as necessary.

Parcel	Zone	Application No.	Type / Description	Decision Date

Total number of enforcement actions investigated – Click here to enter text.

Charges to the grant for enforcement actions: \$ Click here to enter text.

3. Special Projects and Legislative Action:

Click here to enter a description of special projects and legislative actions charged to the grant

Charges to the grant for special projects and legislative action: \$ Click here to enter text.

4. Public Outreach:

Click here to enter description of public outreach efforts charged to the grant

Charges to the grant for public outreach: \$ Click here to enter text.

5. National Scenic Area Specific Meetings:

Click here to enter description of meeting expenses charged to the grant

Charges to the grant for National Scenic Area specific meetings: \$ Click here to enter text.

6. Other:

Click here to enter description of other expenses charged to the grant and outcomes

Charges to the grant for other activities: \$ Click here to enter text.

Total charges to the grant for administering the NSA: \$ Click here to enter text.



MOTION

SUBJECT: 2019-2021 Gorge Grant

I move to approve 2019-2021 Department of Land Conservation and Development
2019-2021 Gorge Grant Agreement.



AGENDA ITEM

Bakeoven Solar Project Application: Recommended Comments

[STAFF MEMO](#)



MEMORANDUM

TO: Sarah Esterson
Oregon Department of Energy
550 Capitol St N.E., 1st Floor
Salem, OR 97301
(503) 373-7945
Sarah.esterson@oregon.gov

FROM: Special Advisory Group/Wasco County Board of Commissioners
Angie Brewer/Wasco County Planning Department
2705 E. Second Street
The Dalles, Oregon 97058
(541) 506-2560
angieb@co.wasco.or.us

DATE: September 18, 2019

SUBJECT: Wasco County Board of Commissioners/Planning Department] Comments on the Preliminary Application for Site Certificate for the Bakeoven Solar Project

On behalf of the Wasco County Board of County Commissioners, the Wasco County Planning Department has reviewed your July 10, 2019 memo and the Preliminary Application for Site Certificate of the Bakeoven Solar Project. Your memo indicates six roles and responsibilities to be reported on in this document. They are bolded below, and followed by the SAG's formal response.

(1) "Review ... (Exhibit K) and determine if all the appropriate criteria have been included..."

Staff reviewed Exhibit K, Land Use, for compliance with Wasco County land use regulations as well as portions of Exhibits U (Public Services), R (Scenic Resources), and O (Water Requirements), as they relate to the land use regulations of Wasco County. Staff also evaluated the criteria for references to applicable state land use laws. It does not appear that there are any required or substantive criteria missing from the body of work prepared by the applicant.

(2) "If any applicable substantive criteria has changed between January 11, 2019 and July 5, 2019, please provide the applicable materials..."

The applicable substantive criteria submitted during the NOI on January 11, 2019 has not changed and applies to the proposed facility as of January 11, 2019.

(3) “Please review... (Exhibit K) for compliance with the County’s substantive criteria...Please provide these comments in the format of the attached table.”

As noted above, Exhibit K was reviewed for compliance with the County’s substantive land use regulations. Comments are captured below generally, and specifically in the attached table.

(4) “The Board...is encouraged to review and comment on any other exhibits of interest...”

The attached table includes comments relevant to Exhibits U, R, and O.

(5) “ You may find it helpful to consult with the Wasco County Planning Department...Please confirm your concurrence with the comments either by a written statement ...or by having the staff member describe in writing that the criteria or comments are conveyed “on behalf of the Wasco County Board of Commissioners.”

The Wasco County Planning Department Staff has conducted a review of the application materials, and has had several conversations with ODOE staff and application representatives. Staff has coordinated their findings with the Wasco County Board of Commissioners and produced this final memorandum. The Wasco County Board of Commissioners approved the conveyance of this memorandum as their formal written statement at their September 18, 2019 public meeting.

(6) Does the proposed facility raise any issues for the County?

Comments are listed below, in the format suggested by the template memorandum.

General Comments: The County would like to echo sentiment expressed in our January 11, 2019 comment letter, responding to the Notice of Intent documents. In doing so, the SAG wishes to express broad levels of support for commercial energy development in Wasco County while highlighting areas in need of follow up with the applicant prior to the issuance of any formal approvals.

Areas in need of additional information are further specified below, but generally relate to the inconsistency of information provided in the materials regarding workforce population projections, water usage, taking responsibility for impacts to roads infrastructure, traffic and congestion, temporary housing needs, accommodating traveling families, ensuring available emergency services, and willingness to mitigate scenic resource impacts.

Workforce related population projections are of particular concern because they vary from 200 to nearly 600 throughout the document for different focus areas and phases of development. With a community the size of Maupin, accurate calculations are necessary to thoughtfully evaluate probable impacts to residents and infrastructure. A project of this size could double the population of the city for a year or more, placing significant burdens on housing, roads, police, fire, and ambulance services, water and wastewater, schools and more.

Specific Comments: Please see the table below.

<p style="text-align: center;">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
Exhibit	Rule/ Ordinance/Law Reference	Pg. / Para. / Sentence Reference (as needed)	Comment or Information Request
K	WC-LUDO § 3.216(E) Outdoor lighting requirements		Outdoor lighting must be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, and waterways. The application materials do not address how lighting criteria will be addressed.
K & U	WC-LUDO § 5.020(C) requires the applicant to demonstrate how the proposed development will not significantly burden public facilities and services available to the area, including but not limited to: roads, fire and police protection, sewer and water facilities, telephone and electrical service, or solid waste disposal facilities.		<p>(Transportation and Roads) Potential impacts to public road and transportation services are addressed in criteria provided in the WC-LUDO <i>Chapter 5 Section 5.020(C)</i> and in <i>Chapter 19 Sections 19.030(C)(9) Transportation Plan and 19.030(10) Road Use Agreement</i>. Applicant addresses road and transportation impact criteria in Exhibits K: Land Use and Exhibit U: Public Services.</p> <p>In Exhibit K: Land Use, Applicant addresses their responsibility “<i>for costs associated with improving county owned roads and for building and maintaining road approaches</i>” by stating that they “<i>will</i>” be responsible for the costs associated with county road improvement. Applicant then states that financial security associated with road use, maintenance, and repair “<i>may</i>” be included in the Road Use Agreement. Language should be clear concerning whether the Road Use Agreement will ensure that Applicant provide financial security regarding road use, maintenance, and repair for county roads.</p> <p>Exhibit U: Public Services 3.2.1 Employment, 3.2.1.1 Construction, provides that an “<i>estimated average workforce of 250 people will be employed, with a maximum of 400 people during the peak months of construction.</i>” Furthermore, Exhibit U: Public Services 3.2.2 Population, provides that an “<i>average household size of 2 is conservatively assumed for construction workers coming from outside the area, resulting in an estimated maximum of about 560 temporary residents during the peak construction period.</i>”</p>

<p align="center">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
Exhibit	Rule/ Ordinance/Law Reference	Pg. / Para. / Sentence Reference (as needed)	Comment or Information Request
			<p>Exhibit U: Public Services 3.4.7 Transportation: Traffic Safety and Roadway Impacts 3.4.7.1 Construction Impacts Traffic Volumes, Applicant states that traffic control measures identified in Exhibit U: Public Services are meant to <i>“to inform a transportation plan for the Facility, as requested by Wasco County in their comments on the Bakeoven Solar Project NOI (Wasco County 2019).”</i></p> <p>Furthermore, the Applicant states that <i>“The transportation plan will be developed in consultation with the Wasco County Road Master, with input from the City of Maupin, ODOT, and Bureau of Land Management, to be completed prior to Facility construction,”</i> and that based on the plan, the Applicant will then enter into a Road Use Agreement with Wasco County.</p> <p>Bakeoven Road is identified as the primary route and during construction, will average 630 trips per day (315 roundtrips), with a peak of 750 trips (375 roundtrips) over roughly 12 months. Each vehicle going to and from the construction staging area is estimated to contain roughly 2 persons. 250 workers (two workers carpooling every day to and from the staging area) is approximately 125 automobiles on the road before 9am and after 4pm. 400 workers equal approximately 200 automobiles on the road every day. These estimates do not take into account the average household size of each employee, which means that each household might contain additional automobiles that may also be on the road daily (e.g. husband dropping off wife at job site, and children at school).</p> <p>The measures provided by Applicant primarily address impacts to traffic caused from heavy equipment movement (see Exhibit U: Public Services 3.4.7.1 Construction Impacts Traffic Volumes). Measures that address employee traffic to and from the staging area are safety oriented training and educational measures, but do not specifically address mitigation of traffic impacts that may be caused from an increase</p>

<p align="center">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
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			<p>in approximately 125 personally owned automobiles driving to and from the staging area daily.</p> <p>Is Applicant open to the idea of mass transport of employees to and from a centralized staging area to the construction yard? Decreasing the number of personally owned vehicles on the road may help reduce traffic safety hazards and overall impacts to public roads especially during peak tourist season and during heavy construction equipment movements.</p> <p><i>Per WC-LUDO Chapter 19 Section 19.030(C)(9), the Applicant must develop and implement a transportation plan “in consultation with the Wasco County Road Department and/or the Oregon Department of Transportation (ODOT). The plan shall be consistent with any applicable requirements from the Wasco County Transportation System Plan...”</i></p> <p><i>Per WC-LUDO Chapter 19 Sections 19.030(C)(9)-(10), the Applicant shall develop a Transportation Plan in consultation with the Wasco County Road Master, with input from the City of Maupin, ODOT, and Bureau of Land Management, prior to Facility construction. The Applicant shall then use the findings, conclusions, and recommendations of the Transportation Plan to negotiate the Road Use Agreement with the Wasco County Public Works Department, and the Oregon Department of Transportation prior to the commencement of Facility construction or operation.</i></p>
U	WC-LUDO § 5.020(C)		<p>(Police) Exhibit U: Public Services 3.4.8 Police Protection states that the “<i>estimated maximum 280 new temporary residents and the 3 to 5 new permanent residents are not anticipated to place significant new demands on the providers of police protection in the area and the Wasco County Sheriff has stated that they are able to respond to incidents and complaints at the site as they arise</i>”</p>

<p align="center">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
Exhibit	Rule/ Ordinance/Law Reference	Pg. / Para. / Sentence Reference (as needed)	Comment or Information Request
			<p>First, Exhibit U: Public Services 3.2.1 Employment, 3.2.1.1 Construction, provides that an “<i>estimated average workforce of 250 people will be employed, with a maximum of 400 people during the peak months of construction.</i>” The residency estimate provided in Exhibit U: Public Services 3.4.8 Police Protection, appears to not take into consideration the average household number for each worker, which means that the population of temporary “residents” (employees and family members) may be higher than the estimated 280, 250, or 400 maximum employee estimates.</p> <p>Second, Exhibit U: Public Services 3.4.8 Police Protection provides that “<i>...the Wasco County Sheriff has stated that they are able to respond to incidents and complaints at the site as they arise (Attachment U-4).</i>” This statement focuses on “<i>incidents and complaints at the site</i>” and not necessarily incidents and complaints throughout the incorporated town of Maupin or the county-at-large.</p> <p>Exhibit U: Public Services Attachment U-4, provides a copy of a letter from the Wasco County Sheriff Lane Magill, which states the following: <i>“The Wasco County Sheriff’s Office has been made aware of the Bakeoven Solar Project. Based on the location of the site the Wasco County Sheriff’s Office will have the ability to respond to incidents and complaints at the site as they arise. It should be noted the aforementioned site will receive services based on constraints of call loads and other priority incidents throughout the county. Emergency calls for service at the site will be prioritized with other related calls.</i></p> <p><i>This letter of response does not commit/obligate the Wasco County Sheriff’s Office to provide on-site security, and only provides for the investigation(s) of criminal activity (e.g. theft, trespassing, criminal mischief, etc.) related to the site.”</i></p> <p>Analyzing the explicit language within Sheriff Magill’s letter, it appears that the</p>

<p style="text-align: center;">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
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			<p>verbiage primarily includes the “<i>ability to respond to incidents and complaints at the site</i>” and does not consider other police services provided by the Sheriff’s Department in the county-at-large pertaining to potential incidents related to the increased temporary workforce population.</p> <p>Applicant assumes there will be no significant impacts to police services at the construction site or outside of the construction site (e.g., Maupin or county-at-large). While these assumptions should not be dismissed, Applicant does not specifically illustrate data that support the off-site police impact assumptions. Maupin’s 2018 estimated population is 438 (U.S. Census Bureau, American Fact Finder). Exhibit U: Public Services Table U-1 Historical Population of Counties and Communities within the Analysis Area, misstates Maupin’s estimated 2017 population at 623. The estimated average workforce of 250 people is over half the estimated 2018 population of Maupin. If the maximum of 400 people are employed, the number of employees will be roughly the same size as the population of Maupin. Comments from Applicant regarding potential impacts to police services in the county-at-large should provide police service impact mitigation strategies or data that supports Applicant’s assertion that the additional population in the area will not exceed or significantly burden police protection services off-site.</p>
K & U	WC-LUDO § 5.020(C)		<p>(Fire Protection & Emergency Medical Technician (EMT) Services) Exhibit K: Land Use, provides the incorrect attachment reference (Attachment U-4 of Exhibit U). The correct attachment is (Attachment U-5 of Exhibit U).</p> <p>Exhibit U Public Services Attachment U-5 provides a copy of a signed letter from the Juniper Flat Rural Fire Protection District Fire Chief Eugene H. Walters, which states the following:</p>

<p align="center">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
Exhibit	Rule/ Ordinance/Law Reference	Pg. / Para. / Sentence Reference (as needed)	Comment or Information Request
			<p><i>“RE: Bakeoven Solar Project</i> <i>Kristen Gulick representing Tetra Tech of Portland has consulted Chief, Eugene Walters of Juniper Flat Rural Fire Protection District (JF RFPD) regarding the Bakeoven Solar Project. JF RFPD does have the ability and equipment to respond to fire and other emergencies incidents at the project site. However due to the Bakeoven Solar Project is [sic] outside of the eastern boundary of the JF RFPD District, a contractual agreement with an emergency plan would need to be in place to provide 24 hours 7 days a week emergency services.”</i></p> <p>Applicant states it will work with both the Juniper Flat Rural Fire Protection District and the Bakeoven Shaniko Rural Fire Protection District to finalize a Fire Prevention and Protection Plan (Fire Plan).</p> <p>Have additional EMT services been considered? The nearest hospital from Maupin is located 39 miles (42 minutes) in The Dalles. Has Applicant accounted for potential mass casualty event (e.g., construction, vehicular, or fire injury of multiple employees), and the potential impacts to EMT services?</p>
O	WC-LUDO § 5.020(G) The proposed use will not adversely affect the air, water, or land resource quality of the area.		<p>(Water) Exhibit O: Water Requirements 2.1 Water Use, states that under average weather conditions “[c]onstruction water use is estimated at approximately 58 million gallons (Mgal) (up to 233,200 gallons [gal] per day) over a 12-month construction period....” It appears that the calculated approximate total gallons of water use estimate are under the assumption of 248 working days. The difference between the total amount of water required per year under “normal” weather conditions and the total amount of water required under “particularly high temperature, dry weather conditions” is roughly 19 million gallons (308,400 gal. or approx. 77 mil gallons in high temperature, dry weather).</p> <p>Has Applicant confirmed that water resources can be met by the primary provider (City of Maupin) and secondary provider (local landowners) under high temperature, dry</p>

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			weather conditions? Has Applicant discussed or sought comment from the Wasco County water master concerning potential impacts to local water resources, particularly from secondary water sources under both normal and high temperature, dry weather conditions?
K	WC-LUDO § 5.020(G) The proposed use will not adversely affect the air, water, or land resource quality of the area.		(Land) A concrete batch plant will be located in the City of Maupin where concrete will be made for construction operations. Where will the aggregate (rock, sand, or gravel) for concrete production come from and how much aggregate is required? Applicant states that a variety of trucks will be used to carry <i>“gravel and other materials required improving or constructing new access roadways,”</i> but there appears to be no mention in Exhibit K: Land Use, as to where the necessary aggregate will come from. Has aggregate delivery to the City of Maupin been considered into the analysis of potential transportation impacts?
K	WC-LUDO § 10.120(A) Is your building surrounded by a 50-foot wide fire fuel break?		(Fire Safety Standards) Applicant states that a <i>“50-foot fire fuel break will be cleared and maintained around the O&M building, battery storage, and substation.”</i> Will the 50-foot fire fuel break be maintained by O&M employees or contracted employees? What will the frequency of maintenance be for the fire fuel break during construction and during operation of the Facility?
U	WC-LUDO Chapter 8 Temporary Uses		Temporary Housing Needs. Applicant addresses residential housing for its temporary workforce in Exhibit U: Public Services. Applicant states that <i>“[p]otential impacts on housing could result if there were an inadequate supply of housing in relation to the demand from the new temporary and permanent residents associated with the Facility. It is not known where the new temporary and permanent residents associated with the Facility will settle and what type of housing they will select.”</i>

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			<p>Applicant also states that <i>“Based on employment and population projections for the Facility, additional temporary housing could be required for up to 280 new households during the peak construction period and about 175 new households on average during the 9- to 12-month construction period. No significant adverse impacts on the ability of communities to provide housing are anticipated.”</i></p> <p>Applicant identifies motels, hotels, and trailer or RV parking to be the most available housing option for temporary residents, and points out that an internet search identified more than 1,000 hotel and motel rooms in communities within a commutable distance (50 miles) to the Facility. Most vacant rooms were found to be located in Madras and The Dalles, which are located approximately 40 miles from the Facility. Will these distances and daily commutes be considered in the transportation plan? Has Applicant selected possible R.V. housing sites or considered the possibility of needing a Temporary Use Permit for employee housing needs? Has Applicant discussed potential housing needs with leadership/stakeholders in The Dalles, Madras, Maupin or other urban areas (Incorporated or Unincorporated)? Has Applicant considered the housing limitations that exist during the County’s peak tourist season (e.g., summer)?</p>
K & R	<p>WC-LUDO Chapter 19 Standards For Non-Commercial Energy Facilities, Commercial Energy Facilities & Related Uses</p> <p>§ 19.030(C)(1)(a): Scenic Resources – To</p>		<p>In Exhibit K: Land Use, Applicant states that <i>“there are no scenic resources identified as significant or important in the Wasco County Comprehensive Plan located within the land use analysis area.”</i> Additionally, the Applicant provides comments in Exhibit R: Scenic Resources that address potential impacts to scenic resources in Wasco County.</p> <p>Specific scenic resources identified in segment or entirety is the Deschutes River Canyon, White River Canyon, U.S. Highway 97, U.S. Highway 197, Oregon Highway 216, and Oregon Highway 218.</p>

<p style="text-align: center;">Bakeoven Solar Project Comments on the preliminary Application for Site Certificate (pASC) From [Wasco County Board of Commissioners/Planning Department]</p>			
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	<p>issue a conditional use permit for an energy facility, the county must find that the design, construction and operation of the facility, taking into account mitigation, are not likely to result in significant adverse impact to scenic resources or values identified as significant or important in the Wasco County Comprehensive Plan.</p>		<p>The WC-LUDO Chapter 1, Section 1.90 defines <i>significant adverse effect</i> as: <u>Significant Adverse Effect</u> - A consequence of a facility that irreparably reduces management of or damages a resource listed as a standard and identified in the comprehensive plan and the Wasco County Land Use and Development ordinances.</p> <p>Exhibit R: Scenic Resources 5.0 Mitigation, states that “no significant adverse impacts to scenic resources have been identified,” but that the Applicant will “consider the following best management practices into the Facility design:</p> <ul style="list-style-type: none"> • Use solar modules with antireflective coating to minimize the potential for glare. • Limit the length of overhead collector lines. • Use permanent lighting fixtures with down shielding to limit off-site lighting. • Paint the O&M building in a low-reflectivity, neutral color to blend with the surrounding landscape. • Limit signage to those needed for manufacturer’s or installer’s identification, appropriate warning signs, or owner identification.” <p>The Applicant uses the word “consider” instead of the word “shall” or “will” when describing whether to utilize the aforementioned best management practices in the facility design. Applicant should provide more information as to what “consider” actually means. Does “consider” mean an after-thought once state approval has been granted or does “consider” mean that all or some of the aforementioned best management practices “will” be used in the facility design. Without the facility being constructed on-site, the post-construction impact to visual resources is uncertain.</p>

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			However, conditions of approval requiring the aforementioned best management practices be implemented into facility design will certainly increase the likelihood that the facility will have no significant adverse impacts to scenic resources post-construction.



AGENDA ITEM

ActOn Agreement

[STAFF MEMO](#)

[ORDER FORM](#)

[CLICK WRAP MASTER SERVICES AGREEMENT](#)

[ACT-ON ACCEPTABLE USE POLICY](#)

[ACT ON SOFTWARE SUPPORT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: ActOn Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: SEPTEMBER 11, 2019

Background Information

This agreement was brought forward in December of 2016. The following are the minutes from that session:

Youth Think Coordinator Debby Jones explained that this contract has been nearly six months in the making. She stated that she has been using the software for nearly two years on a month to month basis; the company, which has recently become international, revised their business model and want to move to more stable contracting for annual terms.

County Counsel Kristen Campbell interjected that the company is not accustomed to working with the public sector and the original agreement, contained in the Board Packet, does not have some of our required clauses. She said that she does not anticipate a problem, noting that there is little to no risk. She advised that should the Board move to approve the agreement, they do so pending final legal approval.

Ms. Jones stated that this software helps them use social media to reach out more effectively to their target audience. She said this also might be useful to the County as a whole in using social media to reach citizens on a variety of topics. She explained that Youth Think has 500 people on their mailing list and wanted subscribers to build a relationship with Youth Think. She stated that she can track email openings and create profiles to better understand what people are interested in – what information they want and need. She observed that a monthly meeting is not enough and reaches very few people.

Chair Runyon asked if the company is providing data, infrastructure and marketing. Ms. Jones replied affirmatively, saying that they help her to manage the touch points without her having to go out to every social media site to gather the information – they aggregate it. Information Systems Director Paul Ferguson interjected that he has reviewed it and it is a good program that might be expanded to other areas of the County. He said he is anxious to see how well it works.

Chair Runyon asked for the cost of the program. Ms. Jones replied that it is \$400 per month and is part of the Youth Think budget. She stated that the Youth Think board supports the program.

She said that she still needs to become more familiar with it to be able to use it more fully. Chair Runyon asked what the termination requirements are. Ms. Jones responded that termination language is one of the items legal is working to resolve. She added that the company understands that Youth Think is grant-funded and is not pressing for an immediately executed contract.

Ms. Gамbee stated that with her background in marketing, she believes this is a great example of pioneering pathways – this will open pathways of communications and will help keep kids from being part of the system later in life. She said that Youth Think will need to be able to make full use of the program which will take a full commitment from Youth Think and Information Systems.

Commissioner Hege asked what Ms. Jones has seen so far in her experience with the program. Ms. Jones replied that she is seeing more awareness in her target audience and learning what language prompts people to actually open an email. She said that it allows a more personal experience with each person on the contact list.

Commissioner Hege asked if the company provides support or training. Ms. Jones replied that she did receive training and had a personal coach. She added that she will soon attend a 3-day boot camp training in Portland. She said that it will help her to be more efficient and effective. Commissioner Hege asked where the company is based. Ms. Jones responded that they started in Wilsonville, Oregon but have moved their headquarters to California.

{{{Commissioner Kramer moved to approve the ClickWrap Service agreement pending final legal approval. Commissioner Hege seconded the motion which passed unanimously.}}}

Unfortunately, ActOn did not follow through in responding to our requests and the service has continued on a month-to-month basis. The agreement is now before you again and has been approved by County Counsel.



ORDER FORM

Act-On Software, Inc.

121 SW Morrison St. Suite 1600 Portland, OR 97204

Customer Information		Agreement Details	
Customer:	Youththink / Wasco County	Subscription Term Start Date:	September 14, 2019
Address:	610 Court St The Dalles, OR 97058 US	Payment Terms:	Net 30
Contact:	Debby Jones	Bill Frequency:	Annual
E-Mail:	debbyj@co.wasco.or.us	Subscription Term:	12 Months
Telephone:	5415062673	Bill Date:	Latest date listed in signature block

Subscription				
Product	Description	Units	Monthly or Unit Cost	Total Fees
Act-On Base Package (Active Contacts)	The Act-On Base Package (Active Contacts) may be accessed by marketing users and sales users and includes: Real-time tracking and reporting on email campaigns, form submissions, landing pages, Twitter replies, and website visitors; Certain out-of-the-box integrations. For a full list of features visitor our website.	1.00	USD 400.00	USD 4,800.00
Subscription TOTAL:				USD 4,800.00

TOTAL: USD 4,800.00

This Order Form ("Order Form") describes the subscription online services ("Services") purchased by Customer from Act-On Software, Inc. ("Act-On"). By signing below, you represent that you have the right to bind your organization to the terms and conditions set forth herein. Execution of this Order Form constitutes a binding commitment for Customer to purchase the Services described herein. Customer's use of and access to the Services is subject to and shall be governed by the Clickwrap Master Services Agreement found at <http://www.act-on.com/master-services-agreement> (unless the parties have negotiated an agreement to govern the provision of the Services, in which case such negotiated agreement shall govern Customer's use of an access to the Services) (the "Master Agreement").

This Order Form is incorporated into the Master Agreement by this reference. In the event of any conflict or inconsistency between this Order Form and the Master Agreement, the terms and conditions of this Order Form will prevail.

The Services will commence on the Subscription Term Start Date and will continue for the Subscription Term, unless terminated by either party as set forth in the Master Agreement. Customer's license to the Services will automatically renew for successive additional 12-month renewal terms with an automatic 5% increase in fees for each subsequent renewal term, unless Customer gives Act-On a written notice of its intent not to renew at least thirty (30) days prior to the end of the Subscription Term.



Customer will pay the Fees set forth above, plus applicable taxes, in accordance with the Payment Terms. The Fees are based on the Units listed in the Purchase Summary, and the Customer is responsible for payment of the Fees regardless of actual usage.

This Order Form may be executed in counterparts.



Acceptance and Signature

Youththink / Wasco County

Signature:

Printed Name: Debby Jones

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Date:

Act-On Software, Inc.

Signature:

Printed Name:

Date:

Clickwrap Master Services Agreement

Last updated: August 1, 2018

By agreeing to this Clickwrap Master Services Agreement (“Agreement”) you represent that you have the right to bind your organization (“Customer”) to its terms and conditions. If you do not have such right you should not agree to this Agreement or use the Services.

1. Ordering

Customer may order from Act-On (a) rights to access and use Act-On’s online service including any add-ons or modules (collectively, the “Services”) and/or (b) related professional services (collectively, “Professional Services”). The specifics of each Customer order will be set forth on an order form or similar document agreed to by the parties (“Order Form”). Each Order Form constitutes a binding commitment to purchase the items described on such Order Form under this Agreement. All Order Forms are incorporated herein by reference.

2. Rights and Restrictions

2.1 Scope and Access Rights. Customer may access and use the Services in accordance with and subject to any restrictions set forth in this Agreement and other documents expressly referenced herein. Subject to the terms and conditions of this Agreement, Act-On hereby grants to Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to (a) access and use the Services, along with its designated users (“Users”), for Customer’s business purposes in accordance with Act-On’s published technical documentation made available by Act-On (collectively, “Documentation”); and (b) use the Documentation in connection with the Services. If the Order Form indicates that Customer is an Agency (as defined in the Order Form) then Customer may use the Services for the benefit of its customers, subject to the restrictions set forth in the Order Form. The Services will include an interface component (“Interface”) to allow individual users and administrators designated by Agency Customers (“Agency Users”) to configure and manage the Services. Each Agency User will be provided access to and use of the Interface. Customer is responsible for ensuring the security and confidentiality of all access credentials and for all liabilities incurred through use of the Services by Users and Agency Users.

2.2 Restrictions. Except as otherwise permitted hereunder, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services, except to the extent such restriction is not permitted

by law; (b) distribute, transfer, sublicense, or otherwise make available the Services (or any portion thereof) to third parties other than Users, or as otherwise provided herein; (c) use the Services in violation of the Documentation or any applicable law, rule or regulation, including any export/import laws, or (d) in any way access, use, or copy any portion of the Services to directly or indirectly develop, promote, distribute, sell or support any competitive product or service.

2.3 Support Services. Act-On will provide Customer with technical support services pursuant to the terms and conditions set forth at <https://www.act-on.com/support-terms>.

2.4 Professional Services. Act-On or its third party providers will perform the Professional Services set forth on the applicable Order Form (if any). The particulars of each Professional Services engagement will be as set forth in statements of work (each an "SOW") entered into by the parties. Act-On will retain all right, title and interest in and to all deliverables (including any and all intellectual, property rights therein) provided under each SOW ("Deliverables") except to the extent that they contain any pre-existing Customer intellectual property. Customer's rights to the Deliverables shall be the same as Customer's rights to the Services to which such Deliverables pertain.

2.5 Customer Content. Customer (a) owns all content and data that it uploads via the Services ("Customer Content"), including, without limitation, any data about or relating to email recipients ("Recipient Data"); (b) shall be solely responsible for the accuracy and quality of any and all Customer Content; (c) acknowledges that the performance of the Services is dependent on the accuracy and quality of Customer Content and Customer's compliance with industry best practices with respect to use of the Services; and (d) understands that Act-On cannot guarantee deliverability of the Customer Content to Recipients (defined below). Customer is allotted 4 gigabytes (GB) of media storage space ("Default Capacity"). Customer may purchase additional capacity beyond the Default Capacity in blocks of 10GB each. Act-On may collect and use data derived from Customer's use of the Services ("Usage Data") for its own internal business purposes, and may only disclose Usage Data in an anonymous, aggregated format that in no way identifies Customer or any of the recipients of Customer Content ("Recipients"). Customer acknowledges that the Services collects certain behavioral data regarding actions performed by Recipients in response to campaigns generated by the Customer via the Services that can be accessed and used by the Customer exclusively for Customer's benefit ("Behavioral Data"). Act-On stores Behavioral Data for two (2) years from the date it is generated. If Customer requests that Act-On store Behavioral Data for longer than two (2) years, such additional storage may be subject to additional Fees, as set forth in the applicable Order Form. To the extent (if any) that Act-On acts as a data processor in processing personal data in connection with the Services: (a) Act-On will only process such personal data for the purposes necessary for providing the Services and in accordance with Customer's written instructions (which Customer agrees will be consistent with this Agreement) and (b) Act-On will take appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data and accidental loss or destruction of, or damage to, such personal data.

3. Compliance

Customer warrants that it shall (a) comply with this Agreement, Act-On's Acceptable Use Policy (found at: <https://www.act-on.com/acceptable-use-policy/>, and incorporated herein by this reference) (the "AUP"), and all applicable laws relating to its use of the Services, including, without limitation, any privacy laws applicable to the collection, use and sharing of Recipient Data by Customer, or by Act-On on behalf of Customer, via the Services; (b) ensure that Customer and Act-On have the right to collect, use and share Recipient Data via the Services; and (c) provide adequate notice to, obtain any necessary consents from, and establish any applicable terms and conditions with Recipients and any other third parties, as required under all applicable laws with respect to the Recipient Data collected, used, transmitted and shared by Customer or by Act-On via the Services. Customer shall indemnify, defend and hold Act-On and its partners harmless from and against any and all claims or liabilities of any kind arising out of a breach of the foregoing warranties.

4. Fees

All fees for licenses to the Services and/or for Professional Services (collectively, the "Fees") will be set forth on the applicable Order Form. Act-On reserves the right to charge overage fees during the Subscription Term in the event Customer exceeds the scope of the license set forth in the Order Form. Unless otherwise agreed to in writing by the parties, Customer will pay to Act-On or its authorized reseller all Fees upon Act-On's issuance of an invoice. Customer is responsible for any and all applicable sales, use and other taxes (other than taxes based on Act-On's income). Each party is responsible for its own expenses under this Agreement. Customer agrees that its purchases are not contingent on (a) any specific level of deliverability of Customer Content or (b) the delivery of any future functionality or features or promises related thereto.

5. Term and Termination

5.1 Term. This Agreement shall continue in effect until terminated as set forth herein. The term of each license to the Services purchased by Customer will commence on the date set forth on the applicable Order Form and will continue for the period set forth on such Order Form, including any renewal term, as set forth below (collectively, the "Subscription Term"). Unless otherwise set forth on the applicable Order Form, Customer's license to the Services will automatically renew for the renewal period set forth in the Order Form at the Fees designated by Act-On prior to such renewal date, unless Customer gives Act-On written notice of its intent not to renew at least thirty (30) days prior to the end of the applicable Subscription Term or renewal term.

5.2 Termination and Suspension. This Agreement and/or any Order Form, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party, (b) as set forth in Section 8.2 or (c) by either party if the other party provides proof that it made a general assignment for the benefit of creditors, suffered or permitted the appointment of a receiver for its business

or assets, or availed itself of or became subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors. Act-On may suspend or terminate Customer's access to or use of the Services if Customer (a) fails to make any overdue payments within ten (10) days of Act-On's delivery of written notice to Customer of such overdue payments, (b) violates any of the terms of this Agreement (including, but not limited to, over use of authorized API calls designated in Customer's Order Form), the AUP, or any applicable law, (c) uses the Services in a manner that harms or threatens to harm Act-On or its customers, or (d) is the subject of abuse complaints from Recipients or third parties. Any suspension or termination related to the foregoing will not relieve Customer of its payment obligations under this Agreement.

5.3 Effect of Termination. Upon any termination of this Agreement or an Order Form (a) all rights licensed and obligations required thereunder shall immediately cease; provided that Sections 4, 5.3, 6, 7, 8.3, 8.4 and 9 shall survive termination, and (b) Customer shall pay to Act-On any Fees accrued or outstanding prior to the date of termination. For 30 days following termination or expiration of this Agreement or an Order Form Customer may request a copy (in an industry standard format) of any content and data that it uploaded via the Services. After such 30-day period all Customer Content will be permanently deleted.

6. Proprietary Rights

As between the parties, Act-On or its partners will retain all ownership rights in and to the Services, all updates and/or upgrades thereto, the Documentation, Deliverables, and other derivative works of the Services and/or Documentation that are provided by Act-On or its partners, including any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services, and all intellectual property rights incorporated into or related to the foregoing. As between the parties hereto, Customer will retain all ownership rights in and to all Customer Content.

7. Confidentiality

"Confidential Information" means, with respect to a party (the "disclosing party"), information that pertains to such party's business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps and documentation, performance results, pricing, and other proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "receiving party") knew or reasonably should have known is considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that the receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential

Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the effective date of this Agreement without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

8. Act-On Warranties, Act-On Indemnification, Limitation of Liability, Insurance

8.1 By Act-On. Act-On warrants that (a) the Services, as delivered and when used in accordance with the Documentation, will perform in all material respects as specified in the Documentation, (b) the Professional Services will be performed in a professional and workmanlike manner in accordance with the standards in Act-On's industry, and (c) Act-On will not knowingly introduce any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines" or other computer software routines within the Services that are intentionally designed to permit unauthorized access to or use of either the Services or Customer's computer systems ("Viruses"). In the event of any breach of the warranty in subsections (a) or (b) above, Act-On shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies that cause the Services or Professional Services, as applicable, to not conform to the foregoing warranty promptly after its receipt of written notice from Customer. Act-On will not be liable to the extent that any breach of the foregoing warranties are caused by (i) third-party components (including in combination with the Services) not provided by Act-On; (ii) unauthorized use or use of the Services other than in accordance with the Documentation or (iii) Viruses introduced by Customer or its agents (collectively, "Exclusions").

8.2 Indemnification. Act-On will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Services or Deliverables infringe or misappropriate any copyright or trade secret rights, and Act-On will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer notifying Act-On promptly in writing of such action, Customer giving Act-On sole control of the defense thereof and any related settlement negotiations, and Customer cooperating and, at Act-On's reasonable request and expense, assisting in such defense. If the Services (or any component thereof) or a Deliverable becomes, or in Act-On's opinion is likely to become, the subject of an

infringement claim, Act-On may, at its option and expense, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (b) replace or modify the Services or Deliverable so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Act-On's reasonable opinion, commercially reasonable, Act-On may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Act-On will have no obligation under this Section 8.2 or otherwise with respect to any infringement claim based upon (i) any Exclusions or (ii) Customer Content. This Section 8.2 states Act-On's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

8.3 DISCLAIMER. THE EXPRESS WARRANTIES IN SECTION 8.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY ACT-ON AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED.

8.4 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, BOTH PARTIES' AGGREGATE CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SERVICES, PROFESSIONAL SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER, SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

8.5 Insurance. Act-On, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US\$1,000,000 per occurrence combined single limit, (b) Commercial Automobile Liability Insurance with coverage in an amount equal to or greater than US\$1,000,000 per occurrence/aggregate, (c) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment, (d) Errors and Omissions Insurance with coverage in an amount equal to or greater than US\$5,000,000 per occurrence/aggregate and (e) Umbrella/Excess Liability Insurance with coverage in an amount equal to or greater than US\$10,000,000 per occurrence/aggregate.

9. Miscellaneous

Each party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties. This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Except as otherwise set forth herein, neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Multnomah County, Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Order Forms agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals or other documents submitted by the parties. The terms on any purchase order or similar document submitted by Customer to Act-On will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth in this Agreement and/or the applicable Order Form and, if sent to Act-On, will be sent to its General Counsel.

Addendum

The following terms and conditions supplement or modify the terms and conditions of the Agreement to the extent Customer has indicated on an applicable Order Form that Customer has its principal place of business in one of the jurisdictions set out below. In

the event of any inconsistencies between this Addendum and the provisions of the Agreement, this Addendum shall prevail. Unless expressly amended in this Addendum, the provisions of the Agreement shall remain in full force and effect.

All countries in the Europe, Middle East and Africa (EMEA) region, except for France and Germany:

1. Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be excluded or limited.
2. At the end of Section 2.5 the following sentence is added: "In this Section 2.5, "data processor", "personal data" and "process" shall bear the meanings ascribed to them in the EU Data Protection Directive (95/46/EC) and all applicable local laws and regulations implementing such Directive and any other European Union data protection and privacy laws from time to time (including the General Data Protection Regulation when in force)."
3. References to "warranties" in section 8.3 (other than the first such reference) shall be deemed to include references to "conditions and other terms" and references in Section 8.4 to "tort" shall be deemed to include negligence. In Section 8.4, the words "in no event shall Act-On be liable to Customer or to any third party, whether under theory of contract, tort or otherwise, for any indirect, incidental, punitive, consequential, or special damages (including any damage to business reputation, lost profits or lost data), whether foreseeable or not and whether Act-On is advised of the possibility of such damages" is replaced with: "Act-On will not be liable (whether under theory of contract, tort including negligence or otherwise) under or in connection with the Services or the Agreement for any: (a) loss of profit; (b) loss of or damage to reputation or goodwill;(c) loss of opportunity;(d) loss of anticipated savings; (e) loss or waste of management or other staff time; or (f) indirect, consequential or special loss."
4. Each party acknowledges that in entering into the Agreement, it has not relied on any statement, communication, representation or misrepresentation not expressly set out in the Agreement.
5. Notwithstanding Section 9, the Agreement shall be governed by the laws of England and Wales. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to the Agreement shall be the courts of England.

France:

1. In Section 5.2 and 8.2, the words "may be terminated", "terminate Customer's access" and "terminate this Agreement" are replaced with: "may be terminated as of right ("de plein droit") without any judicial formalities", "terminate as of right ("de plein droit") without any judicial formalities Customer's access" and "terminate as of right ("de plein droit") without any judicial formalities".
2. Section 5.2 (c) is modified as follows: "(c) subject to the receiver's right to continue the Agreement, by either party if the other party makes a general

assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors.”

3. In Section 4, after the words “Unless otherwise agreed to in writing by the parties, Customer will pay to Act-On or its authorized reseller all Fees owed within thirty (30) days after Act-On’s issuance of an invoice”, the following is added: “In the event of failure to pay an invoice within this deadline, the unpaid amounts will give rise to the payment of late payment interest, equal to three (3) times the applicable legal interest as well as to a fixed amount of 40 euros to compensate for recovery costs. If the amount of the recovery costs exceeds that fixed amount of 40 euros and is duly documented, Act-On may ask for an additional compensation. Interest will begin to run on the day following the due date of the relevant invoice.”
4. Notwithstanding Section 9, this Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the competent court within the jurisdiction of the Court of Appeal of Paris, France.

Germany:

1. In Section 2.1, after the word “non-exclusive” the word “non-perpetual” is added.
2. In Section 2.2, after the words “Except as otherwise expressly permitted hereunder” the following words are added: “or allowed according to §§ 69d et seq. of the German Copyright Act”.
3. If the Professional Services are regarded as works in terms of §§ 631 et seqq. of the German Civil Code (Bürgerliches Gesetzbuch, “BGB”), any defects in the Professional Services in terms of § 633 (2) BGB shall be remedied by Act-On through either free-of-charge removal of defects (repair) or replacement, in Act-On’s sole discretion. If the defect cannot be remedied within a reasonable period, or if the repair or replacement has failed for other reasons, Customer may, at its discretion, either withdraw from the relevant SOW or reduce the fees for the Professional Services. Act-On’s liability regardless of fault due to initial defects (§ 536a (1) Alt. 1 BGB) is excluded, unless Act-On acted intentionally.”
4. In Section 8.1, the following words are added: “Any warranty claims against Act-On shall expire after one year provided that Act-On did not cause a defect intentionally or in case of breach of a guarantee.”
5. Section 8.4 is replaced with the following words: “For damages with respect to injury to health, body or life caused by Act-On, Act-On’s representatives or Act-On’s agents in the performance of the contractual obligations, Act-On is fully liable. Act-On is fully liable for damages caused willfully or by gross negligence by Act-On, Act-On’s representatives or Act-On’s agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Act-On or to damages which result from malicious action of Act-On. If damages, except for such cases covered by sentence no. 1 or sentence no. 4, with respect to a breach of a

contractual core duty are caused by slight negligence, Act-On is liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper fulfillment of the Agreement in the first place and whose fulfillment a contractual party regularly may rely on. Act-On's liability based on the German Product Liability Act remains unaffected. Any further liability of Act-On is excluded. The limitation period for claims for damages against Act-On expires after one (1) year, except for such cases covered by sentences 1, 2 or 4.

6. In Section 7, the following words are added: "The receiving party's obligation under this Section 7 shall expire five years after the term of this Agreement."
7. NOTWITHSTANDING SECTION 9, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF GERMANY. THE EXCLUSIVE VENUE AND JURISDICTION FOR ANY AND ALL DISPUTES, CLAIMS AND CONTROVERSIES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE THE COURTS OF HAMBURG, GERMANY.

All countries in the Japan and Asia Pacific (JAPAC) region including Singapore and Australia

1. Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud, or (iii) any other liability which may not be lawfully excluded or limited.
2. The following provision shall be added at the end of Section 2.5 of the Agreement: "To the extent (if any) that Act-On acts as a Data Intermediary in processing Personal Data in connection with the Services: (a) Act-On will only process such Personal Data for the purposes necessary for providing the Services and in accordance with Customer's written instructions (which Customer agrees will be consistent with the Agreement); and (b) The Customer represents and warrants to Act-On that it has obtained all necessary consents from all Users including any individual user of the Services for the transfer of any of their Personal Data and Recipient Data to any party including third parties within and outside of Singapore, for Act-On to provide the Services under this Agreement; and (c) Act-On will provide reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks with respect to Personal Data processed by Act-On in connection with the Services as required under the **Personal Data Protection Act 2012**(Singapore Statutes) ("**PDPA**").

In this Section 2.5, "Data Intermediary", "Personal Data" and "process shall bear the meanings ascribed to them in the PDPA. References to any Singapore statute or Singapore statutory provision include, unless the context otherwise requires, a reference to that Singapore statute or Singapore statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time prior to the date of this Agreement and any subordinate legislation made under the relevant statute or statutory provision (as so modified, replaced, re-enacted or consolidated) in force in Singapore from time to time prior to the date of this Agreement."

3. In Section 9 the following words are added: "A person who is not a party to this Agreement shall not be able to enforce any term in this Agreement under any laws purporting to grant such rights, which shall be excluded to the fullest extent permissible."
4. Notwithstanding Section 9, Customer acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Act-On shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Act-On may be entitled. This Agreement shall be governed by and determined in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

Act-On Acceptable Use Policy

Last updated: Feb 21, 2019

This Acceptable Use Policy (“AUP”) establishes certain rules and requirements pertaining to the use by customers and users (“Customers”) of Act-On Software, Inc’s (“Act-On”) websites, products or services (collectively the “Offerings”). This AUP may be amended at any time and such amendment or termination will be effective at the time Act-On posts the revised AUP to its website(s). This AUP is incorporated by reference into the definitive agreement between Act-On and the Customer regarding such Offerings (“Agreement”). Capitalized terms not defined in this AUP will have the meanings set forth in the Agreement.

1. Compliance

This AUP is intended to protect the users of Act-On’s Offerings and the Internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using any Act-On Offering, all Users must comply with this AUP and are expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as minimum guidelines regarding improper and inappropriate conduct and should not be interpreted as an exhaustive list.

2. Prohibited Uses

2.1 The Offerings may only be used for lawful purposes. Users may not use the Offerings in any manner in violation of any applicable law or regulation.

2.2 The Offerings may not be used in a manner which purposely alters or forges any User’s identity, deceives any third party or impersonates any other party.

2.3 The Offerings may not be used to violate system or network security including, but not limited to, by (i) gaining unauthorized access to any User account, network, system, computing facility, equipment, data or information, (ii) engaging in any activities that may interfere with the ability of others to access or use the Offerings, (iii) unauthorized monitoring, or (iv) transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or “spyware” programs.

2.4 Customer may not perform any penetration testing or make any other intrusion attempts on the Offerings without Act-On's prior written consent.

3. Data Types

Customer and its Users will not upload any of the following types of information: (a) personal health information, (b) drivers license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers. Customer is solely responsible for compliance with all applicable data privacy and data protection laws in connection with its use of the Offerings.

4. Email Sending Compliance

Act-On expects its customers to comply with all applicable laws and industry best practices in connection with their use of the Offerings, including, without limitation, permissioning and consent requirements pertaining to data acquisition and transmitting email and other communications, and compliance with the laws outlined below in this Section 4. Act-On may provide deliverability services to Customer and in connection with such services may provide Customer with consulting and advice regarding deliverability of electronic communications. Notwithstanding the provision of such services Customer is responsible for seeking its own legal counsel regarding its compliance with applicable laws and Act-On shall not be liable for Customer's failure to comply with applicable laws even if Act-On has provided consulting and advice regarding deliverability.

4.1 Domestic National Compliance. Customer agrees to adhere to the sender requirements and obligations under the CAN-SPAM act of 2003 and any successor thereto. Additionally, Customer must abide by the Telephone Consumer Protection Act (TCPA) as it pertains to Customer's marketing and prospecting using the Offerings.

4.2 State Laws. Customer also agrees to abide by any existing state laws regarding transmission of electronic communications including, but not limited to, those that specifically address sending email to minors.

4.3 International Compliance. Customer agrees that sending email(s) to international countries will require it to abide by and comply with the "destination country" laws and other compliance requirements for commercial electronic transmissions. For purposes of clarity Act-On expects Customer to agree to the laws of the countries where the recipients of its transmissions are located when such transmissions are received.

4.4 Content (Line of Business) Performance Acknowledgement; Role-Based Email. Customer acknowledges that certain forms of email content can cause deliverability issues, and Customer is entirely responsible for managing its email content. Without limitation and by way of example only, messaging with content containing products and services that are illegal for minors to purchase have been known to be high in performance related issues. Customer may not use the Offerings to send emails to role-based email addresses.

4.5 Volume Management. In order to proactively manage a frequency reputation a “volume cap” of ten emails per contact per month will be enforced on an account basis.

4.6 Unsolicited Emails. Customer may not use the Services to send Unsolicited Commercial Emails. As used in this policy, Unsolicited Commercial Email is defined as email sent to individuals who (i) do not have a pre-existing relationship with Customer or (ii) have not provided consent to the receipt of such emails. Purchasing or renting lists of emails from a third party is prohibited and may result in Customer’s access to the Services being suspended or terminated.

5. Customer’s Responsibilities and Act-On’s Rights.

Customer and its Users will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity. If any User becomes aware of any violation of this AUP by any person, including, but not limited to, downstream customers, User, or third parties, Act-On requires that such User notify Act-On immediately at support@act-on.com or privacy@act-on.com. Recipients of email messages sent using any Offering are also encouraged to report suspected violations of this policy by forwarding a copy of the applicable email to abuse@act-on.net. Act-On will catalog, investigate and address all reports of violations and/or abuse. In addition to other remedies available pursuant to the governing services agreement with Act-On, any User account found to be in violation of this AUP is subject to immediate suspension, and will not be allowed to send any additional emails using the Act-On service. Customers are strictly responsible for all use of the Offering in violation of this AUP, including, but not limited to, use by applicable Users.

Act-On Software Software Support Services

Act-On shall provide software support services in accordance with these terms (“Support Services”) which may be modified by Act-On from time to time. Act-On offers three levels of Support Services: Silver, Gold, and Platinum. Except where noted below, all terms and conditions of these support services terms shall apply to all levels of Support Services.

1. Definitions

Cloud Release means any progression, update, or upgrade of the Services, excluding Versioned Features.

Critical means an issue that has critical business impact on a production system, resulting in Customer’s production system being either down or functioning at a significantly reduced capacity when taken as a whole.

Customer Success Manager means a named Act-On resource who provides accountability, internal customer advocacy, and customer-focused management across departments to provide a holistic management structure on behalf of Customer. The Customer Success Manager supports multiple accounts as a shared resource.

Named Escalation Manager means a named Act-On resource who will respond to, provide updates around, and drive toward resolution, any issues determined to be important to Customer’s business objectives. The Escalation Manager supports multiple accounts as a shared resource.

Low means an issue that does not impact existing functionality, including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance, or functionality on Customer’s production system.

Medium means an issue that has business impact on a production system, resulting in some functionality loss on Customer’s production system. The Services are generally usable, but does not provide a function in the most convenient or expeditious manner.

Monthly Check-Ins are monthly meetings with Customer to review customer initiatives, customer metrics, any outstanding customer issues, recommendations, and other events that may affect Customer’s use of the Services.

Proactive Issue Management is the service where Act-On provides a named resource to maintain customer-specific information, use cases, and customer initiatives and leverages this information to proactively assist and drive issues toward resolution on Customer's behalf.

Quarterly Business Review is a quarterly meeting with Customer to review items such as business initiatives, roadmap updates, business value metrics, usage and adoption statistics, and other key topic relating to Customer's success.

Versioned Features means those features of the Serviced deployed on-premise.

2. Items Covered by Support Services

Support Services shall include: (a) online, email, and phone support for all technical issues relating to the use of the Services (including errors or problems with the Services, issues during setup, and assistance understanding specific features); (b) all Supported Versions as they become available pursuant in accordance with Section 4.

3. Items Not Covered by Support Services

Act-On is not obligated to provide Support Services for errors or problems caused by the following: (a) third-party components not provided by Act-On or contemplated within the Documentation; (b) any modifications to the Services; (c) use of the Services other than as described in the Documentation and (d) continued use of a versioned product for which Support Services are no longer provided in accordance with Section 4.

4. Supported Versions

Cloud Releases are supported for the Subscription Term. For versioned products, Act-On shall only provide Support Services for the latest released version.

5. Hours

Support Services business hours are 3:00 pm Sunday through 5:00 pm Friday (Pacific), excluding holidays. Support Services are available 24X7 for Critical issues when submitted online.

6. Contact Methods

Support service requests may be made online, via email (support@act-on.com), or by telephone. While Act-On will use commercially reasonable efforts to respond to a Customer's request using any of the above channels, Act-On only guarantees its initial response targets when submitted online.

7. Customer Obligations

Customer agrees to provide Act-On with all information and materials reasonably requested by Act-On for use in replicating, diagnosing, and correcting an issue with the Services reported by Customer. Customer acknowledges that Act-On's ability to provide satisfactory Support Services is dependent on Act-On having the information necessary to replicate the reported problem with the Solution. In submitting a service request to Act-On, Customer will send a complete and accurate report that includes (a) Customer name and technical contact information; (b) where applicable, the version of the software; (c) a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Act-On in its diagnostic process; (d) any error message(s) or other message(s) generated by the system in association with the request; (e) any applicable trace files and/or logs; (f) a test case or instructions necessary to demonstrate the request; (g) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (h) the date and time that the service request is submitted to Act-On. Customer acknowledges that the implementation of a new release provided by Act-On may be necessary to resolve the service request. Act-On does not have any obligations under Support Services to remedy issues that will be fixed by implementation of the new release.

8. Response Times and Resolution Process:

Act-On shall comply with the response time targets set forth below based on the severity level of the particular service request and the Support Level customer has purchased.

Category	Support Level & Initial Response Target	Resolution Process
Critical	Silver = 1 Hour Gold = 30 Minutes Platinum = 30 Minutes	Act-On will use commercially reasonable efforts to resolve Critical issues as soon as possible. To achieve this, Act-On will work 24x7x365 until resolution. The resolution will be delivered to Customer as a workaround or as an emergency software fix. Upon Act-On's delivery of a workaround, or to the extent Customer is not able to assist with the resolution of the case, Act-On reserves the right to reclassify the severity level.
Medium	Silver = 1 Business Day Gold = 4 Business	Act-On will use commercially reasonable efforts to resolve Medium issues in a future release. If Act-On determines, in its sole discretion, that the requirement is unique to Customer's operations, Act-On reserves the right to reclassify the severity level.

	Hours Platinum = 4 Business Hours	
Low	Silver = 2 Business Days Gold = 1 Business Day Platinum = 1 Business Day	Act-On does not guarantee resolution of Low issues.

9. Premium Services

Act-On shall provide the following premium support services to Customer.

Service	Gold	Platinum
Named Escalation Manager	Yes	Yes
Proactive Issue Management	Yes	Yes
Quarterly Business Review	Yes	Yes
Monthly Check-Ins	No	Yes
Customer Success Manager	No	Yes

10. Term and Termination

Support Services will be provided for the term set forth on the relevant Order. Any termination of the Master Services Agreement between Act-On and Customer will automatically terminate Support Services.



MOTION

SUBJECT: ActOn Order Form/Agreement

I move to approve The Act-On Software Order Form and associated Master Services Agreement.



AGENDA ITEM

Catron Road Vacation Petition Public Hearing

[STAFF MEMO](#)

[DIRECTOR'S REPORT](#)

[ORDER 19-116 VACATING PORTIONS OF CATRON ROAD](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Catron Road Vacation Public Hearing

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: SEPTEMBER 10,, 2019

Background Information

At the August 7, 2019 Commissioners Meeting, the Board set September 18, 2019 as the date for the Catron Road Vacation Petition Public Hearing. ORS 368.346 requires a public hearing when less than 100% of the adjacent landowners have signed the vacation petition. The documents in today's packet include the Public Works Director's August 7th report.

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

IN THE MATTER OF THE PROPOSED)
VACATION OF A PORTION OF) REPORT OF PUBLIC WORKS
CATRON ROAD NEAR MOSIER,) DIRECTOR
OREGON)

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY,
OREGON:

In compliance with the Order of the Board of Commissioners dated July 3, 2019
I have investigated the County Road as follows:

LEGAL DESCRIPTION

A portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and southeast of Mosier, Oregon. The requested section of road is approximately 0.40 miles in length.

Attached hereto, and by this reference made a part hereof, are maps with photos marked as Exhibit "A" showing the location of the above described section of road.

Background

The petitioner owns all the land around the proposed section of Catron Road right-of-way, but not all of the adjoining property. The petitioner wishes to vacate because the majority of the road is not an improved road and is basically a private driveway that terminates at the existing house. Beyond that point, the right-of-way has never been developed and in fact the land has been planted in cherry orchard. The petitioner wishes to eventually build a new house and wants to develop the land and re-configure the road to suit these future needs.

Facts and Findings

The right-of-way proposed for vacation is a rural gravel surface road. The county has historically ended maintenance at the owner's property line. The road then winds through cherry orchard and appears to end at a large driveway area with several agricultural outbuildings and a house. The remainder of the road right-of-way has not been developed and has also been planted in cherry orchard for many, many years. The proposed vacation still guarantees access to all adjoining property. The County has no current or future road needs for this right-of-way. To my knowledge, there are no public utilities located in the right-of-way proposed for vacation.

Fiscal Impact

The right-of-way would revert to private ownership and onto the tax rolls. The County does not maintain this majority of the right-of-way now, so vacation would have no fiscal impact to the Public Works Department.

Recommendation

Per ORS 368.346, because less than 100% of the adjacent landowners have petitioned, notice must be given to owners of abutting land and a hearing must be held to consider the proposed vacation.

Dated this 17th day of July, 2019

Arthur Smith
Director, Wasco County Public Works



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE VACATION OF A PORTION OF CATRON ROAD, LOCATED IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN; LYING WEST OF DRY CREEK ROAD AND SOUTHEAST OF MOSIER, OREGON AND BEING APPROXIMATELY 0.40 MILES IN LENGTH

ORDER #19-116

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

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road; That upon initiation of these proceedings by said petition the County Road Official was directed by this Board to prepare and file with this Board a written report describing the ownership and uses of the Road and a determination of whether the vacation would be in the public interest; That said report, attached and by this reference incorporated herein, has been received by this Board; and

IT FURTHER APPEARING TO THE BOARD: That as provided in ORS 368.351 because the report indicates that the County Road Official assessment is that the vacation is in the public interest and these proceedings were initiated by a petition under ORS 368.341 that contained the acknowledged signatures of owners of 100% of any private property proposed to be vacated and acknowledged signatures of owners of 100% of property abutting any public property proposed to be vacated approving the proposed vacation a hearing in this matter may be dispensed with and vacation of the subject road ordered.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the following described Road located in Wasco County, Oregon, be and is hereby declared vacated:

A PORTION OF CATRON ROAD

LEGAL DESCRIPTION

A portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and southeast of Mosier, Oregon and being approximately 0.40 miles in length.

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit "A" showing the location of the above described road and/or sections of road.

DATED this 18th Day of September, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:

Bradley V. Timmons, County Counsel

Kathleen B. Schwartz, County Commissioner

EXHIBIT A - maps

Visit our home page



Wasco County Public Basemap

Map interface showing a satellite view of a rural area with a red highlighted path. The path starts near a house in the center, winds through fields, and ends near a road labeled "GARLAND" in the bottom right. The map includes a search bar at the top left with the text "Find address or place" and a magnifying glass icon. Below the search bar are several white square buttons. In the bottom left corner, there is a scale bar labeled "300ft" and a coordinate box containing the text "-121.359 45.654 Degrees".

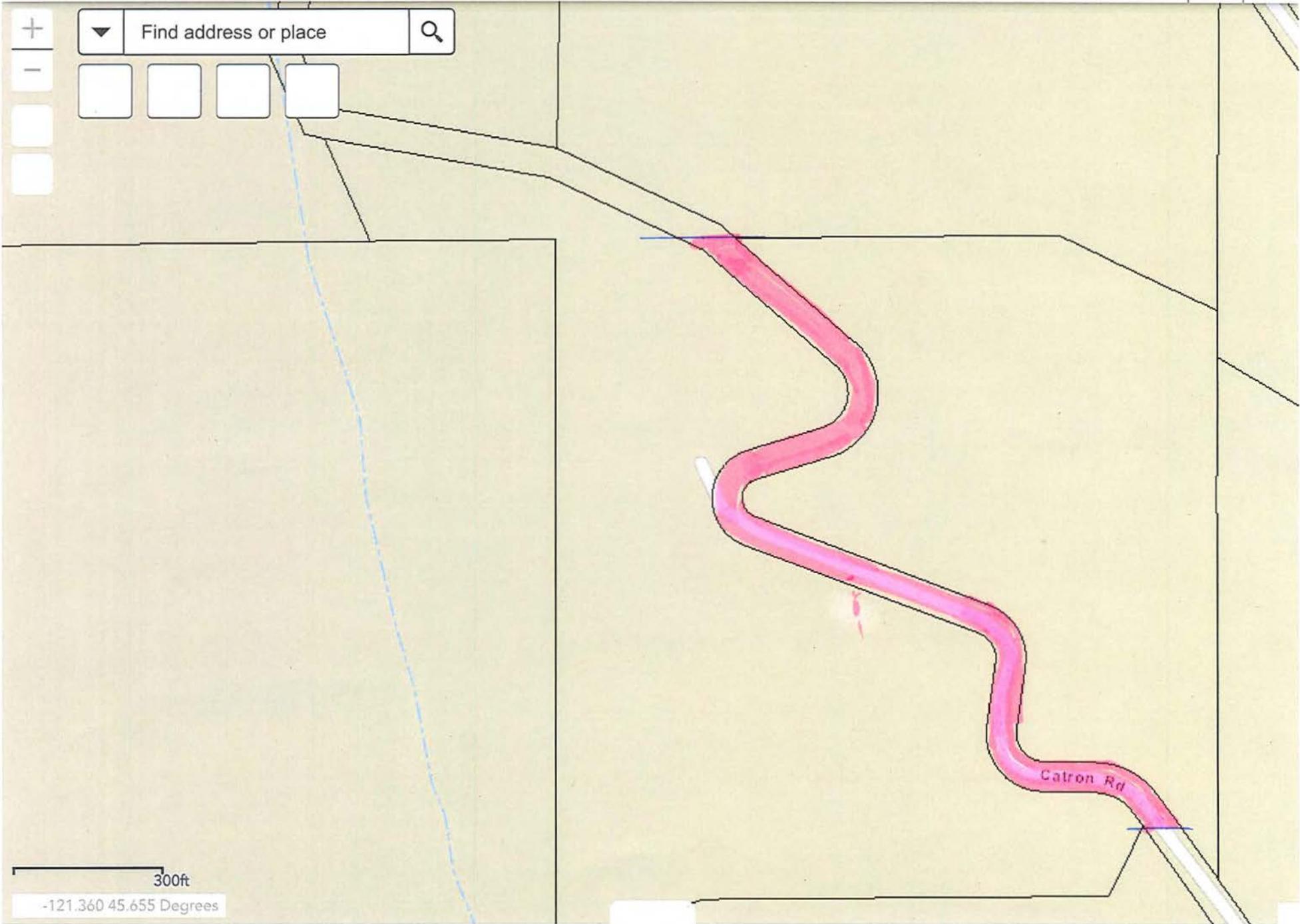


Wasco County Public Basemap



▼ Find address or place 🔍

Four empty square input boxes for map layers.



300ft
-121.360 45.655 Degrees



MOTION

SUBJECT: Road Vacation

I move to approve Order 19-116 in the matter of the vacation of a portion of Catron Road, located in Section 18, Township 2 North, Range 12 East, Willamette Meridian; lying west of Dry Creek Road and Southeast of Mosier, Oregon and being approximately 9.40 miles in length.



AGENDA ITEM

Landfill Longevity Report

[STAFF REPORT](#)

2019 CAPACITY REPORT

WASCO COUNTY LANDFILL THE DALLES, OREGON

JULY 2019

PREPARED FOR



WASTE CONNECTIONS

501 SE COLUMBIA SHORES BLVD, SUITE 350
VANCOUVER, WASHINGTON 98661

PREPARED BY



311 B AVENUE, SUITE S
LAKE OSWEGO, OREGON 97034



EXPIRATION DATE: 12/31/20



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SUMMARY

This 2019 Capacity Report (Report) has been prepared by Vista GeoEnvironmental Services (VISTA) for the Wasco County Landfill (WCL), located in The Dalles, Oregon. The Report consists of an Estimated Quantities Summary (**Table 1**), 13 drawings, and this summary section. The data and drawings are for planning purposes only and should not be used for design, bidding, or construction purposes.

The basis for the drawings and estimated quantities are:

- 2018 Capacity Report, Wasco County Landfill (VISTA, August 2018);
- 2019 Site Development Plan, Wasco County Landfill, The Dalles, Oregon (VISTA, April 2019), which was submitted to the Oregon Department of Environmental Quality for approval on April 29, 2019 and is pending approval;
- April 25, 2019 aerial survey (361 acres) with topographic mapping performed by Continental Mapping Inc., of Sun Prairie, Wisconsin (fixed wing aerial survey);
- March 28, 2018 aerial survey (369 acres) with topographic mapping performed by PBS Engineering and Environmental, Walla Walla, Washington (drone survey); and
- No additional disposal area was constructed between the aerial surveys in 2018 and 2019.

The areas and volumes in this report were estimated using AutoCAD Civil 3D software, and spreadsheet calculations. The notes in **Table 1** specify the methods used to calculate the quantities for the individual line items.

Based on the surveys described above (**Drawings 3 and 4**), approximately 805,247 cubic yards (cy) of airspace were consumed between March 28, 2018 and April 25, 2019. During this period WCL reported gate receipts of 828,141 tons. Therefore, the calculated period gross waste density (**Line 21**) is 2,057 pounds/cy (lbs/cy) (1.029 tons/cy).

The estimated gross remaining constructed airspace, based on the 2019 topography (**Drawing 4**) and the interim fill plan (**Drawing 5**), as summarized on **Drawing 2** and shown on **Drawings 9**, is approximately 1,197,936 cy. As shown on **Drawing 5**, this assumes the landfill will be filled to an elevation of 870 feet. Assuming approximately 80 percent of this airspace is operationally useable (to allow for haul roads, ramps, etc.) the effective remaining airspace is approximately 960,000 cy. Based on the average airspace consumed per month for the last reporting period (approximately 62,330 cy/month), the estimated gross remaining life of the constructed area is approximately 15 months from April 25, 2019 (i.e. to the end of July 2020). However, the disposal tonnage has increased year-on-year since 2013 and if this trend continues, the constructed airspace should be expected to less than 15 months.

As noted above, the Site Development Plan was updated and submitted to the DEQ for review in April 2019. The 2019 SDP resulted in a number of changes to the layout of the landfill and computations in this capacity report. In particular:

- The landfill capacity and airspace consumed to date values in previous reports were based on values carried forward from 2003. No basis for the 2003 values exists and since the Phase I area is unlined the base grades and in place volume are unknown. Therefore, this capacity report considers quantities exclusive of in place waste associated with Phase I.
- The final cover system has been changed from an 8-foot thick section to a 3.5-foot thick section to reduce the volume of soil needed for closure and to optimize the airspace available.

On this basis, the permitted gross capacity is approximately 38,539,000 cy (excluding the volume of material associated with the liner system and final cover) and the total gross airspace consumed to date is approximately 7,816,300 cy (excluding Phase I), resulting in a remaining gross waste airspace of approximately 30,722,700 cy. **Table 1** also shows that despite the proposed decrease in the final cover section, the landfill has a projected soil shortage of almost 2 million cy.

* * * * *

TABLE

2019 CAPACITY REPORT
WASCO COUNTY LANDFILL, THE DALLES, OREGON
TABLE 1 - ESTIMATED QUANTITIES

WASCO COUNTY LANDFILL	AERIAL SURVEY DATE:	28-Mar-18	25-Apr-19	2019 NOTES
	UNITS	PBS Engineering & Environmental	Continental Mapping Consultants	
1A PROPERTY BOUNDARY ACREAGE	Acres	336.8	331.6	Area from 2019 Site Development Plan (Vista, April 2019), which is pending approval by the Oregon Department of Environmental Quality.
1B PERMITTABLE LANDFILL EXPANSION ACREAGE	Acres	0.0	0.0	Not applicable (N/A) for this site.
2A PERMITTED LANDFILL (Refuse Footprint)	Acres	174.9	169.2	2019 area updated based on 2019 Site Development Plan (Vista, April 2019). The updated area represents a 5.2 acre decrease from the prior refuse footprint.
2B PERMITTABLE LANDFILL EXPANSION (Refuse Footprint)	Acres	0.0	0.0	Not applicable (N/A) for this site.
3 AREA MAPPED BY AERIAL SURVEY CONTRACTOR	Acres	369	361	Measured from April 25, 2019 topographic map, prepared by Continental Mapping Consultants of Sun Prairie, Wisconsin.
TOTAL PERMITTED DESIGN QUANTITIES				
4 PERMITTED GROSS CAPACITY (PGC)	CY	39,706,400	38,538,946	<p>Permitted Gross Capacity (PGC) Definition. The Permitted Gross Capacity is defined as the volume between the top of the operations layer component of the liner system and the bottom of the final cover system, as clarified by WC on 2019-07-25.</p> <p>2019 PGC Value. The new 2019 PGC value is based on the 2019 Site Development Plan (Vista, April 2019), which is pending approval by the Oregon Department of Environmental Quality. The value is determined from the overall volume between the subgrade/geomembrane liner and the top of the final cover of 40,141,809 cy (shown in the Table on Drawing 2, and on Drawing 10), and derived from Drawing 6 (Subgrade Plan) and Drawing 7 (Final Cover Grading Plan), minus the base liner and final cover volumes.</p> <p>2019 PGC Value Notes.</p> <ol style="list-style-type: none"> The Phase I subgrade elevation shown on Drawing 6 reflects the current topography on which future liner will be constructed to "piggy-back" additional waste. The base liner volume is based on a 2-ft thick liner system increased by 5% to allow for slopes and a liner area of 162.9 acres (Permitted Landfill area of 169.2 acres from Item 2A, minus the 6.3 acre portion of Phase I shown on Drawing 6, which will not be overbuilt with a new "piggy-back" liner and will not receive additional waste. The final cover volume is based on the overall 169.2 acre refuse footprint from Line Item 2A as calculated in Line Item 5A. Phase I is an unlined area for which no site-recorded pre-waste filling topography is available. The 2018 and prior year values were based on an unverifiable value carried forward from 2003 and included a value of 4,126,400 cy for the volume of waste in place in Phase I and Phase III (back calculated by Vista based on data contained in the 2003 Site Development Plan and the value in the 2003 Capacity Report). The computed volume of waste placed in Phase III is approximately 900,000 cy, which would imply about 3.2 m cy was waste is present in Phase I. However, the area of Phase I is not consistent with this volume. Therefore, existing waste in Phase I has been excluded from the 2019 PGC value. Additionally, the 2003 to 2018 PGC values included the volumes of the liner and final cover components. Although the 2019 PGC value appears to be a decrease relative to 2018, it actually represents a significant increase, since it ignores waste already placed in Phase I and is exclusive of the volume of the liner and final cover systems (approx 1.4 m cy).

2019 CAPACITY REPORT
WASCO COUNTY LANDFILL, THE DALLES, OREGON
TABLE 1 - ESTIMATED QUANTITIES

WASCO COUNTY LANDFILL	AERIAL SURVEY DATE:	28-Mar-18	25-Apr-19	2019 NOTES
	UNITS	PBS Engineering & Environmental	Continental Mapping Consultants	
5A PERMITTED FINAL COVER VOLUME (CY)	CY	2,370,245	1,050,958	Value calculated by assuming a 3.5-ft thick final cover over waste and interim cover for 169.2 acres (Line Item 2A) and increased by 10% for slopes and material required outside limit of refuse. The 3.5-ft thick final cover thickness is consistent with the 2019 Site Development Plan (Vista, April 2019), which proposes a reduction in the final cover thickness.
5B PERMITTABLE FINAL COVER VOLUME	CY	0	0	Not applicable (N/A) for this site.
6A PERMITTED LINER MATERIAL VOLUME REMAINING (CY)	CY	288,996	324,232	Value calculated by assuming a 2-foot thick liner system over 96.8 acres (Line Item 31A) increased by 5% for slopes.
6B PERMITTABLE LINER MATERIAL VOLUME	CY	0	0	Not applicable (N/A) for this site.
7 PERMITTABLE GROSS CAPACITY (i.e. Expansion)	CY	0	0	Not applicable (N/A) for this site.
8 PERMITTED & PERMITTABLE GROSS CAPACITY	CY	39,706,400	38,538,946	Calculated by adding the permitted gross capacity to the permittable gross capacity.
WASTE RECEIPTS AND AIRSPACE CONSUMPTION				
9 MEASURED GATE YARDS	CY	N/A	N/A	Not applicable (N/A) for this site. All waste weighed per Line 10.
10 MEASURED TONS SINCE LAST SURVEY	Tons	718,326	828,141	Quantity between 28-Mar-2018 and 25-Apr-2019.
11 MONTHS SINCE LAST SURVEY	Months	11.8	12.9	Calculated from the number of days between aerial surveys, and an average of 30.42 days per month.
12 AVERAGE GATE TONS PER DAY	Tons/Day	2,793.5	2,950.1	Calculated by dividing Line Item 10 by the number of operating days between aerial surveys (5 days per week).
13 TOTAL GROSS AIRSPACE CONSUMED TO DATE	CY	9,892,409	7,816,279	Based on the volume of 8,043,953 cu between the subgrade and 2019 topography in the developed 12.5 acres of Phase III and the 54.7 acres of Phase IV less the volume of the liner system in that developed area of 227,674 cy (2-ft thick liner with 5% allowance for slopes). The value appears to be a decrease from 2018. However, the 2018 value is based on an value introduced in 2003 that can not be substantiated (similar to the prior years Permitted Gross Capacity - Line Item 4 - as discussed above) and the 2019 value ignores waste previously placed in Phase I and excludes the volume of the liner system associated with the lined cells constructed to date.
14A GROSS AIRSPACE CONSUMED SINCE LAST SURVEY	CY	770,655	805,247	Calculated by comparing the 2018 and 2019 topographic surveys in the area of active waste filling.
14B GROSS AIRSPACE GAINED/CONSUMED (Stockpiling/Cover/Berm/Settlement) SINCE LAST SURVEY	CY	0	0	Not applicable (N/A) for this site.
15 AIRSPACE CONSUMED BY DAILY/INTER. COVER SINCE LAST SURVEY	CY	24,358	0	The 2018 and 2019 aerial topographies do not indicate any use of soil from outside the lined area.
16 NET AIRSPACE CONSUMED SINCE LAST SURVEY	CY	746,297	805,247	Calculated by subtracting the daily/intermediate cover (Line Item 15) and gross airspace gained/consumed (Line Item 14B) from the gross airspace consumed (Line Item 14A).
17 REMAINING PERMITTED GROSS AIRSPACE	CY	29,813,991	30,722,667	Calculated by subtracting the airspace consumed to date (Line Item 13) from the permitted gross capacity (Line Item 4).

2019 CAPACITY REPORT
WASCO COUNTY LANDFILL, THE DALLES, OREGON
TABLE 1 - ESTIMATED QUANTITIES

WASCO COUNTY LANDFILL	AERIAL SURVEY DATE:		28-Mar-18	25-Apr-19	2019 NOTES
	UNITS		PBS Engineering & Environmental	Continental Mapping Consultants	
18 REMAINING PERMITTED DAILY/INTER COVER	CY		1,490,700	1,536,133	Calculated based on a 20:1 waste-to-soil ratio (5 percent). This is a conservative estimate based on historical data; typically only disposal soils have been used for this purpose.
19 REMAINING PERMITTED NET AIRSPACE	CY		28,323,291	29,186,533	Calculated by subtracting the daily/intermediate cover (Line Item 18) from the remaining gross airspace (Line Item 17).
COMPACTION RATIOS					
20 GROSS COMPACTION RATIO	Gate YD/CY		N/A	N/A	Not applicable (NA) for this site.
21 GROSS DENSITY	lbs/CY		1,864	2,057	Calculated by multiplying the measured tons (Line Item 10) by 2,000 lbs/ton and dividing by the gross airspace consumed (Line Item 14A).
22 NET COMPACTION RATIO	Gate YD/CY		N/A	N/A	Not applicable (N/A) for this site.
23 NET DENSITY	lbs/CY		1,925	2,057	Calculated by multiplying the measured tons (Line Item 10) by 2,000 lbs/ton and dividing by the net airspace consumed (Line Item 16).
SOIL BALANCE					
24A EXCAVATION REQUIRED IN FUTURE WASTE FOOTPRINT	CY		2,054,622	321,433	Value shown on Drawing 11 (and in Table on Drawing 2). Calculated by comparing the 2019 topography (Drawing 4) to the subgrade outside of the constructed waste areas (Drawing 6). The change in the excavation quantity since 2018 reflects the change in subgrade elevations in the 2019 Site Development Plan (Vista, April 2019).
24B EXCAVATION REQUIRED IN FUTURE PERMITTABLE WASTE FOOTPRINT	CY		0	0	Not applicable (N/A) for this site.
25A STRUCTURAL FILL REQUIRED IN FUTURE WASTE FOOTPRINT	CY		155,570	194,151	Value shown on Drawing 11 (and in Table on Drawing 2). Calculated by comparing 2019 topography (Drawing 4) to the subgrade outside the constructed waste areas (Drawing 6). The change in the structural fill quantity since 2018 reflects the change in subgrade elevations in the 2019 Site Development Plan (Vista, April 2019).
25B STRUCTURAL FILL REQUIRED IN FUTURE PERMITTABLE WASTE FOOTPRINT	CY		0	0	Not applicable (N/A) for this site.
26A SOIL BALANCE IN FUTURE WASTE FOOTPRINT	CY		1,899,052	127,282	Value shown on Drawing 11. Calculated by subtracting the structural fill (Line Item 25A) from the excavation (Line Item 24A). The change in the soil balance quantity since 2018 reflects the change in subgrade elevations in the 2019 Site Development Plan (Vista, April 2019).
26B SOIL BALANCE IN FUTURE PERMITTABLE WASTE FOOTPRINT	CY		0	0	Not applicable (N/A) for this site.
27 MATERIAL AVAILABLE FROM BORROW AREAS OUTSIDE WASTE FOOTPRINT	CY		0	127,000	Estimated in 2019 Site Development Plan (Vista, April 2019). Represents grading required beyond the limit of waste.
28 MATERIAL AVAILABLE FROM STOCKPILES OUTSIDE WASTE FOOTPRINT	CY		See Note	500,000	Estimated in 2019 Site Development Plan (Vista, April 2019). Represents soil stockpiled south of Phase III.
29A TOTAL SOIL AVAILABLE	CY		1,899,052	754,282	Calculated by adding the soil balance (Line Item 26A), borrow area material (Line Item 27) and stockpile material (Line Item 28).

2019 CAPACITY REPORT
WASCO COUNTY LANDFILL, THE DALLES, OREGON
TABLE 1 - ESTIMATED QUANTITIES

WASCO COUNTY LANDFILL	AERIAL SURVEY DATE:	28-Mar-18	25-Apr-19	2019 NOTES
	UNITS	PBS Engineering & Environmental	Continental Mapping Consultants	
29B TOTAL PERMITTABLE SOIL AVAILABLE	CY	0	0	Not applicable (N/A) for this site.
30A MATERIAL REQUIRED FOR REMAINING LINER	CY	144,498	162,116	Calculated based on a 1-ft thick operations layer (on-site soil) over a 1-ft thick gravel drainage layer (imported material ignored from this calculation) and geosynthetic liner system, increased by 5 percent for slopes.
30B MATERIAL REQUIRED FOR PERMITTABLE LINER	CY	0	0	Not applicable (N/A) for this site.
31A AREA OF LINER MATERIAL REMAINING	Acres	85.3	95.7	2019 Value based on the 169.2 acre permitted area, less the 2018 lined area in Phase IV of 54.7 acres, the lined area in Phase III of 12.5 acres, and the 6.3 acre portion of Phase I that will not be overfilled (Drawing 6 of 2019 Site Development Plan).
31B AREA OF PERMITTABLE LINER MATERIAL REMAINING	Acres		0	Not applicable (N/A) for this site.
32 MATERIAL REQUIRED FOR OTHER EARTHFILL	CY	0	0	No additional earthfill required.
33A MATERIAL REQUIRED FOR FINAL PERMITTED COVER REMAINING	CY	2,370,245	1,050,958	Value calculated by assuming an 3.5-ft thick final cover layer over 169.2 acres increased by 10% for slopes and material outside limit of refuse around the perimeter of the landfill.
33B MATERIAL REQUIRED FOR FINAL PERMITTABLE COVER REMAINING	CY	0	0	Not applicable (N/A) for this site.
34A AREA OF FINAL COVER REMAINING	Acres	174.9	169.2	Value updated from 2018 based on revised refuse limit in 2019 Site Development Plan (Vista, April 2019).
34B AREA OF FINAL PERMITTABLE COVER REMAINING	Acres	0	0	Not applicable (N/A) for this site.
35A MATERIAL REQUIRED FOR DAILY COVER	CY	1,490,700	1,536,133	Refer to Line Item 18.
35B MATERIAL REQUIRED FOR PERMITTABLE DAILY COVER	CY	0	0	Not applicable (N/A) for this site.
36 PROJECTED SOIL SURPLUS (OR SHORTAGE)	CY	-2,106,391	-1,994,925	Value computed by subtracting Material Required for Remaining Liner (Line Item 30A), Material Required for Other Earthfill (Line Item 32), Material Required for Final Cover (Line Item 33A), and Material Required for Daily Cover (Line Item 35A) from Total Soil Available (Line Item 29A).
36B PROJECTED PERMITTABLE SOIL SURPLUS (OR SHORTAGE)	CY	0	0	Not applicable (N/A) for this site.
SITE LIFE				
37 CONSTRUCTED REMAINING AIRSPACE	CY	1,626,474	958,349	See Drawing 9. Calculated by comparing the 2019 topography (Drawing 4) to the interim grading plan (Drawing 5).
38 CONSTRUCTED AREA SITE LIFE PROJECTION	Months	25.0	15.4	Calculated by dividing the constructed remaining airspace (Line Item 37) by the airspace consumed between surveys (Line Item 14A) divided by the months between surveys (Line Item 11). Site life projection is relative to the date of the aerial topography.

2019 CAPACITY REPORT
WASCO COUNTY LANDFILL, THE DALLES, OREGON
TABLE 1 - ESTIMATED QUANTITIES

WASCO COUNTY LANDFILL	AERIAL SURVEY DATE:	28-Mar-18	25-Apr-19	2019 NOTES
	UNITS	PBS Engineering & Environmental	Continental Mapping Consultants	
39A PERMITTED SITE LIFE PROJECTION IN MSW AREA	Years	38.2	41.1	Calculated by dividing the gross remaining airspace (Line Item 17) by the airspace consumed between the two most recent surveys (Line Item 14A) divided by the months between surveys (Line Item 11). This projected permitted site life has increased from 2018 based on the computed remaining airspace associated with the 2019 Site Development Plan (Vista, April 2019) and the increase in gross and net densities relative to 2018.
39B PERMITTABLE SITE LIFE PROJECTION IN MSW AREA	Years	0	0	Not applicable (N/A) for this site.
40 VOLUME OVERBUILT INSIDE PERMITTED AREA	CY	0	0	Drawing 9 indicates no overfilling above interim grades.
41 AREA OVERBUILT INSIDE PERMITTED AREA	Acres	0	0	Existing landfill footprint complies with the permitted base grading plan.
42 VOLUME OVERBUILT OUTSIDE PERMITTED AREA	CY	N/A	N/A	Not applicable (N/A) for this site.
43 AREA OVERBUILT OUTSIDE PERMITTED AREA	Acres	N/A	N/A	Not applicable (N/A) for this site.



AGENDA ITEM

Early Learning Hub Updates

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Transportation Updates/Get Going Proclamation

[STAFF PRESENTATION](#)

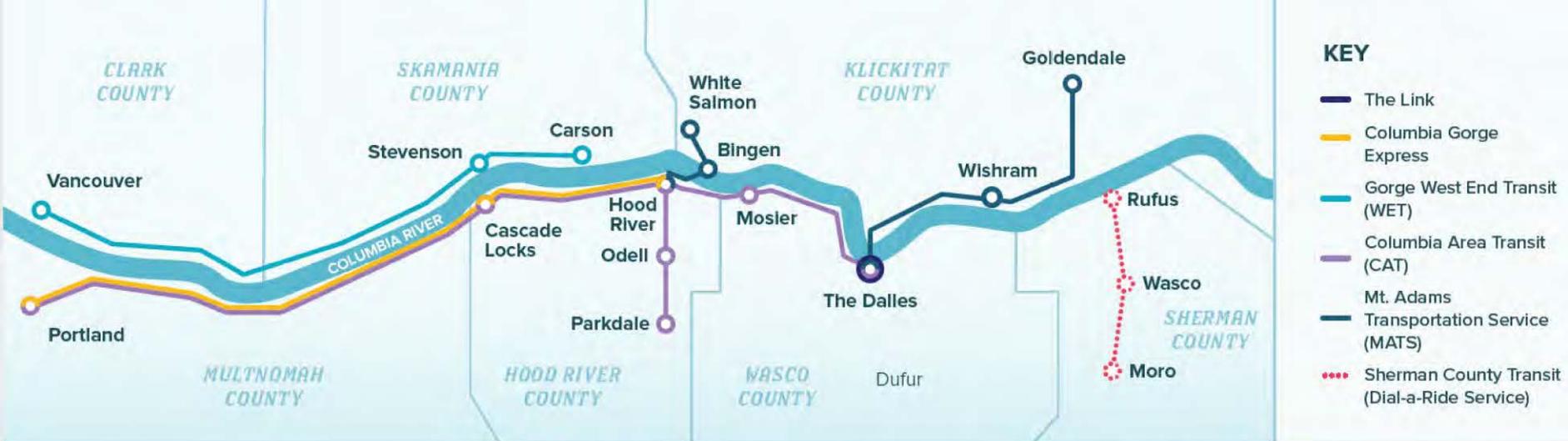
[PROCLAMATION](#)

[MOTION LANGUAGE](#)

Regional Updates: The Gorge TransLink Alliance

Skamania, Klickitat, Hood River, Wasco, Sherman counties





GorgeTranslink.com

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The Link
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SHERMAN COUNTY
Sherman County Transit
541-565-3553

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 You Can Use Pre

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Skamania County Transit


Mt. Adams Transportation Services

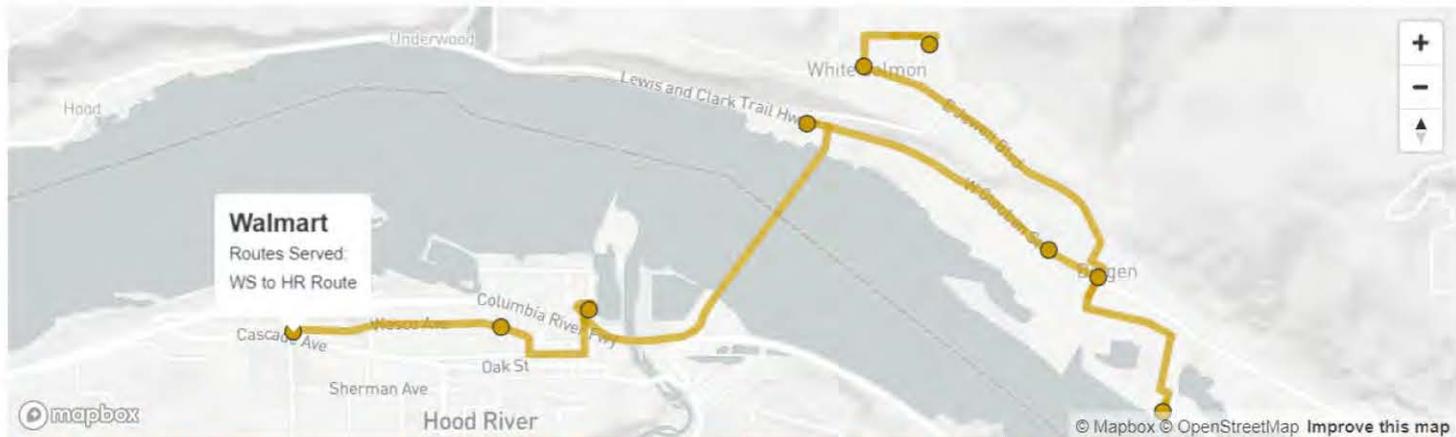

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Sherman County Transit

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- **White Salmon to Hood River Route**

White Salmon -- Bingen -- Hood River / Monday - Friday —



Pioneer Center/Senior Services	White Salmon West	Gorge Building/Restaurant	Port of Klickitat	West Bingen/Public Parking Lot	Chamber/Park and Ride	Port Transfer Site	Waucoma Building	Walmart
6:55am	6:58am	7:02am	7:06am	7:10am	7:13am	7:19am	7:23am	7:27am
8:00am	8:03am	8:07am	—	8:09am	8:12am	8:18am	8:22am	8:26am
9:15am	9:18am	9:22am	9:26am	9:30am	9:33am	9:39am	9:43am	9:47am

Mobile Ticketing App

Supports Pass Systems with Multiple Providers

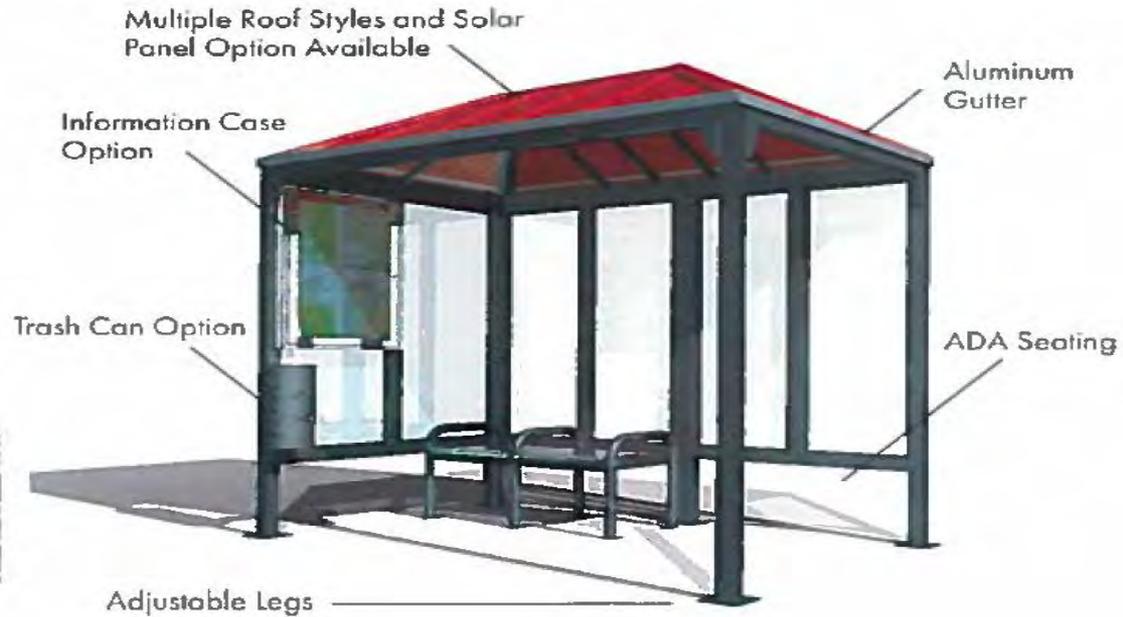
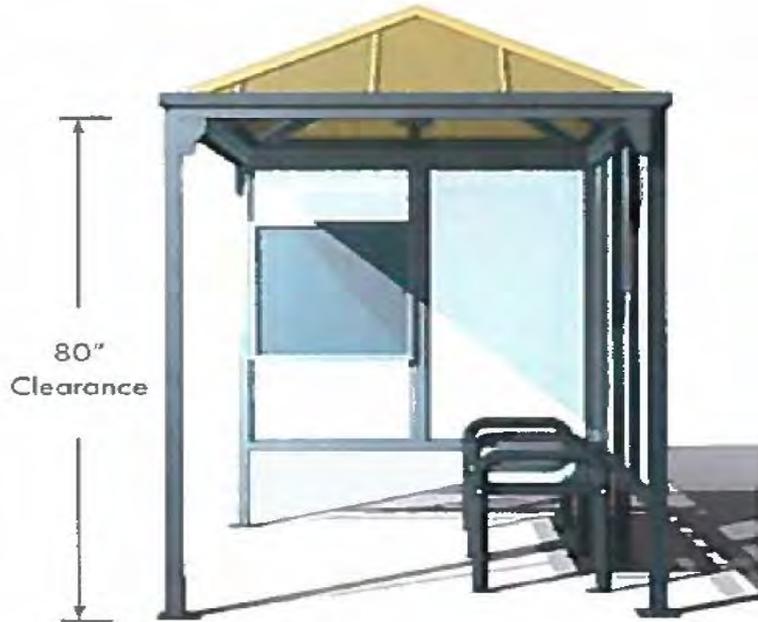


3 Activate

Activate the Ticket or All Day Pass when you see your bus approaching.

Note: One Ride Tickets are valid for 10 minutes after activation.





Regional Transit Enhancements: Bus Shelters and Signage

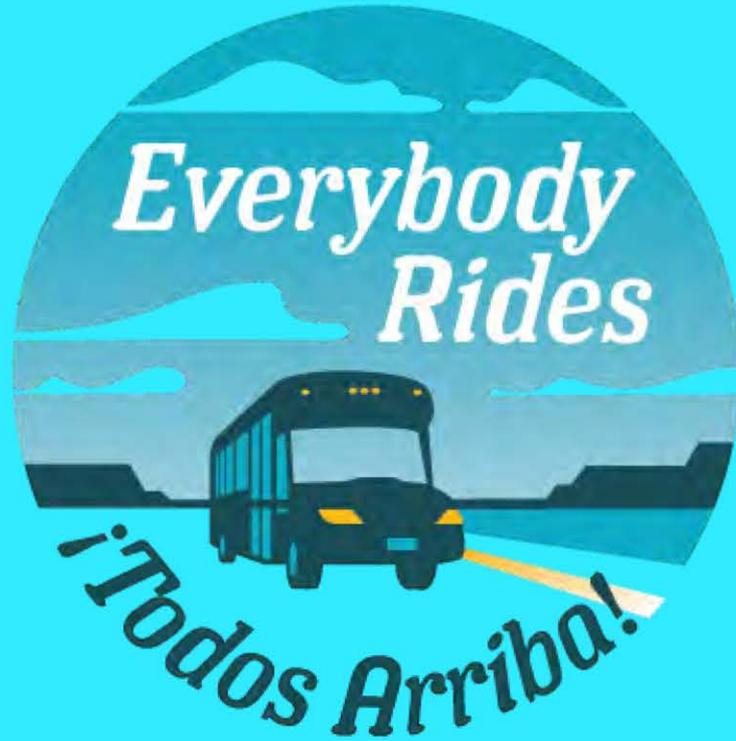
- CAT
- The Link
- Mt Adams Transportation Services
- City of The Dalles
- Northern Wasco PUD

- Mt Hood Meadows Shuttle
- Columbia Gorge Express
- City of Hood River
- Columbia Gorge Community College
- Port of Klickitat

Transportation Innovations Through Collective Impact



Marketing and Public Awareness: Everybody Rides!



Need To Catch The Bus?

THE DALLES
7:25AM

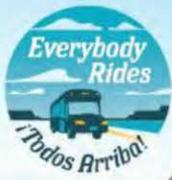
HOOD RIVER
7:55AM

\$1.00 EACH WAY

Everybody Rides
¡Todos Arriba!

www.gorgetranslink.com

A vertical transit schedule poster. The background features a gradient from orange to yellow, suggesting a sunrise or sunset. A vertical line with circular endpoints at the top and bottom represents the bus route. The text "THE DALLES 7:25AM" is positioned to the left of the line, and "HOOD RIVER 7:55AM" is to the right. Below the route information, the fare "\$1.00 EACH WAY" is displayed. At the bottom, there is a small illustration of a blue bus. The logo "Everybody Rides ¡Todos Arriba!" and the website "www.gorgetranslink.com" are at the very bottom.



**This bus
is for you!**

Plan your trip at: GorgeTranslink.com

**PAY YOUR
FARE USING:**



cash to
pay the driver

OR



the
Hopthru App

**In the Gorge,
everybody rides.**

Jump on a bus or dial a ride in Hood River, Wasco, Sherman, Klickitat, and Skamania counties.

Gorge Translink can help you plan your trip, schedule a ride, or give you information you need to get where you want to go!

GorgeTranslink.com

[facebook.com/GorgeTranslink](https://www.facebook.com/GorgeTranslink)

kathy@mcedd.org | [541-296-2266](tel:541-296-2266)

Everybody Rides Rack Card

GorgeTranslink.com *Everybody Rides / Todos Arriba!*

<p>There is a bus provider in every county. Call them for more info!</p>	<p>HOOD RIVER COUNTY</p> <ul style="list-style-type: none"> Columbia Area Transit (CAT) 541-386-4202 Columbia Gorge Express columbiagorgeexpress.com 	<p>SKAMANIA COUNTY</p> <ul style="list-style-type: none"> Skamania County Transit & WET Bus 509-427-3990 <p>KLICKITAT COUNTY</p> <ul style="list-style-type: none"> Mt Adams Transportation Service (MATS) 509-493-4662 	<p>SHERMAN COUNTY</p> <ul style="list-style-type: none"> Sherman County Transit (Dial-a-Ride Service) 541-565-3553 <p>WASCO COUNTY</p> <ul style="list-style-type: none"> The Link 541-296-7595
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13,000 Views
666 Engagements



Live broadcast
1,800 views



10,000 Views
1,996 Engagements



11,800 views
1,329 Engagements



21,000 Views
1,334 Engagements





Community Engagement



“Emmie and I loved hiking Dog Mountain and taking the shuttle! Highlight was finding my hat after losing it somewhere along the first mile -- someone else tracked it down and put it on a log for me! Go Blazers!”



“I really enjoy riding the link. they go slow enough so you can enjoy the scenery but fast enough so they do get you to your appointments on time. their drivers are so friendly it's always a pleasant and enjoyable ride. thanks link drivers you are very much appreciated. signs your co-pilot”

“Best bus driver ever! Thanks for taking a pic with us!”



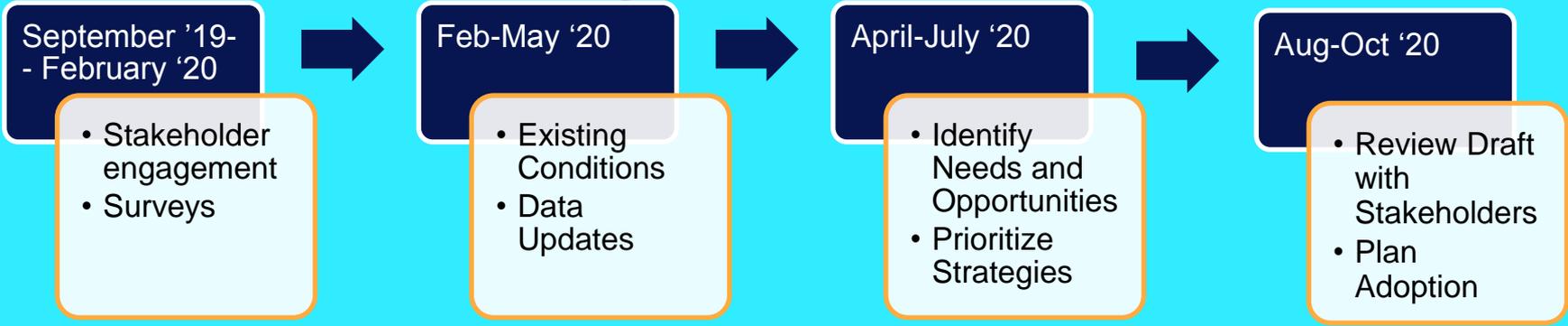
**Driver Stories:
3,504 People Reached
1,288 Engagements**

**Rider Stories:
2,210 People Reached
122 engagements**



What's next?

STIF Projects: Wasco County Coordinated Transportation Plan Update



STIF Discretionary Grant: Gorge Regional Transit Strategy

- Workforce Mobility
- Housing
- Tourism Traffic
- Congestion and Safety
- Access to Higher Education, Jobs, Social, Medical, Recreation



Sept-Dec '19

- Strategy for stakeholder and public engagement
- Coordinate with concurrent planning efforts

Dec '19-Feb '20

- Synthesis of existing transportation plans and programs
- Synthesis of regional goals

Feb-July '20

- Gap and Capacity Analysis
- Regional Strategy Foundations Memo
- Stakeholder and public engagement

Sept '20

Stakeholder
MOU:

Regional
Transit
Strategy



TOTAL RESULTS—Wasco County	2017	2018
Participants	35	58
Trips Logged	475	1,047
Non SOV Miles Logged	5974	12,703
Local Prizes Awarded	20	57

Savings (Wasco and Hood River)	Total
Carbon Dioxide (lbs)	16,490
Gasoline (gal)	821
Monetary savings (\$)	\$ 6,292





Wasco County Get There Challenge Partnership Proclamation

WHEREAS The annual Oregon Statewide Get There Challenge will occur October 7-21, 2019; and

WHEREAS The Challenge encourages people to get out of single occupancy vehicles and find alternative, healthy ways to travel such as biking, walking, carpooling, and using public transportation; and

WHEREAS The program is free, open to all people who live or work in Oregon over the age of 18 and participation is voluntary; and

WHEREAS Wasco County has an interest in supporting opportunities that can improve the health of its residents, reduce the strain on public infrastructure, and promote transportation alternatives; and

WHEREAS The Challenge helps further these goals by encouraging Oregonians to discover healthy, green travel options for work, school, and play; and

WHEREAS supports the 2019 Get There Challenge and encourages participation of residents in the Challenge; and

NOW, THEREFORE, the Wasco County Board of Commissioners agrees to participate with Mid-Columbia Economic Development District, Commute Options and Oregon Department of Transportation to promote the Challenge and declares October 7-21, 2019 as "Get There Challenge" weeks.

Wasco County Board of Commissioners

Steve Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner





MOTION

SUBJECT: Get There Partnership Proclamation

I move to approve the Wasco County Get There Challenge Partnership Proclamation.



AGENDA ITEM

Transportation & Growth Management Program

[STAFF MEMO](#)

[AWARD LETTER](#)

[GRANTEE PACKET](#)

[GRANT ACCEPTANCE FORM](#)

[MOTION LANGUAGE](#)



MEMORANDUM

Date: September 11, 2019

To: Wasco County Board of County Commissioners

From: Jessica Metta, Mid-Columbia Economic Development District Deputy Director

Re: Request to Accept Transportation and Growth Management Grant for Wasco County Transit Development Plan

Request

Accept the Oregon Department of Transportation (ODOT) Transportation and Growth Management Grant in support of developing a Wasco County Transit Development Plan.

Background

ODOT offers annual grants through the Transportation and Growth Management Program to support transportation and land use planning in Oregon. Wasco County, with support from MCEDD, submitted an application in 2018 that was not successful due to limited grant resources. The state had encouraged us to reapply, which we did earlier this year. In late August, Wasco County was notified that the grant application was successful this time!

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

Wasco County is the eligible applicant. The work would be completed by a consultant with support from MCEDD staff as the Local Project Manager to work closely with the consultant and ODOT. For this grant program, ODOT will contract directly with the consultant. MCEDD assumes full grant administration and reporting duties. Wasco County will have a minor role as the pass-through entity for financial transactions and verification. The grant will provide \$125,000 and MCEDD will provide \$20,000 in cash match through the Wasco County STIF Plan under the Grant Match Reserve project.

The grant acceptance form is due September 19, 2019 and is attached to this memo along with the 2019 Grantee Packet referenced in the form.



Oregon

Kate Brown, Governor

Transportation & Growth Management Program

555 13th Street, Suite 2

Salem, OR 97301-4178

FAX (503) 986-4174

<http://www.oregon.gov/lcd>

August 22, 2019

Tyler Stone
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

Re: Wasco County
Transit Development Plan

Dear Tyler Stone:

We are pleased to inform you that the Transportation and Growth Management (TGM) Program has selected the Transit Development Plan to move forward to the next stage of the grant award process. Our grant manager for the project will contact you within the next week to set a date for a first meeting and start developing a statement of work. Your grant manager is Devin Hearing (541-388-6388; Devin.HEARING@odot.state.or.us).

Devin will work with you over the next few months to negotiate a project statement of work (SOW) by January 16, 2020. We expect that the Intergovernmental Agreement (IGA) will be ready for your signature within three months of when the SOW is agreed to and submitted for consultant selection. By September 19, 2019, return the attached Grant Acceptance Form indicating that you have read and understood the 2019 Grantee Packet, which outlines the process from grant award to contract and IGA execution.

Congratulations once again. We look forward to working with you on your project.

Sincerely,

Matthew Crall
TGM Program Manager, DLCD

Michael Rock
TGM Program Manager, ODOT

cc: Devin Hearing, TGM
4.04 - 19/4B-19 File

Attachments

Grantee Acceptance Form
2019 Grantee Packet



Better Ways To Better Places
Since 1993

Transportation & Growth Management Program

2019 Grantee Packet

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TGM MISSION

Oregon’s Transportation and Growth Management Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go. www.oregon.gov/LCD/TGM

Introduction

Congratulations on receiving an award for the 2019 grant cycle. The TGM program is committed to quickly developing statements of works (SOWs) and completing project negotiations, so that there is sufficient time to complete a quality project. TGM projects are a partnership between the State and local jurisdiction. This document is intended to provide local governments with the information they need to understand state processes and enable them to get the project started and completed in a timely manner.

Grant Timelines

While the grant application packet listed the key milestones, the following table breaks the process down into the major steps by date. TGM Grant Managers and Local Project Managers will need to closely follow the schedule to get projects underway as soon as possible so that there is plenty of time for the project itself.

Key Milestones and Major Steps	Timeline
Awards announced	August 22, 2019
Last day for all initial meetings between Local Project Manager and TGM Grant Manager	September 10, 2019
Grant Acceptance Form due	September 19, 2019
Last day for TGM Grant Manager to send outline SOW to Local Project Managers	October 10, 2019
Last day for TGM Grant Managers to submit SOWs for consultant selection or Intergovernmental Agreement (IGA) preparation if no consultant	January 16, 2020
Consultant Selection, including preparation and advertisement of Mini-RFP and evaluation of proposals	Six to Eight Weeks
Consultant Negotiations	Four Weeks
Legal sufficiency review and preparation of IGA and contract	Varies depending on dollar amount. Four weeks if project amount is less than \$150,000.
Most TGM-19 projects completed	June 11, 2021
All TGM-19 projects must be completed	September 30, 2022

Project Management

Local Project Manager

Grantees must provide a Local Project Manager who has the time and the capability to oversee project work and will:

- serve as principal contact person for TGM, the public, and local decision-makers
- work with the TGM Grant Manager to develop a SOW
- monitor and coordinate work, including consultant work, to ensure completion of all work on time and within budget
- review consultant work products and payment requests
- make logistical arrangements and provide public notification for local meetings and public events
- provide legal notice, including post-acknowledgement plan amendments notice
- consolidate staff and public comments and resolve any conflicts
- keep local decision-makers informed about the project
- prepare progress reports, match reports, reimbursement requests, and the closeout report

TGM Grant Manager

The TGM Grant Manager is responsible for ensuring the terms of the IGA and contract are met by all parties, including compliance with technical specifications, schedule, and costs. During the project, the TGM Grant Manager will:

- issue written Notice to Proceed to authorize services to be performed under the contract (as amended) and including contingent deliverables
- review all deliverables for acceptance and notify consultant if deliverable is not fully accepted
- approve invoices for payment
- complete consultant performance evaluation and contract closeout

TGM Program Management

For assistance during the project if your TGM Grant Manager is unavailable, please contact the TGM Lead for your region or one of the program management contacts [listed](#) on the last page.

Statement of Work Development

SOW Development Process

Developing a SOW is the first step in getting a TGM grant project up and running. The SOW is the project roadmap. It describes the scope of the project – issues to be addressed (and in some cases, issues not to be addressed), steps involved in gathering and analyzing information and making decisions, roles and responsibilities, key project deliverables, and the project timeline. Having this information in the SOW is important because:

- It ensures everyone involved in the project, including local staff, elected officials, consultants, and the public, have a common understanding about project purpose, goals, scope, and final products.
- It clarifies expected work products, their level of detail, roles and responsibilities in completing them, expected level of effort, and project budget.
- It helps ensure that plans, development code amendments, and other project outcomes are likely to be supported, adopted and implemented.
- Thinking through the project steps and expectations for deliverables in advance helps ensure smooth progress once the project is under way. While unanticipated situations can always crop up, a well-developed SOW minimizes their likelihood.

There will typically be several stages in developing the SOW:

1. TGM Grant Managers will develop a first outline of the SOW based on background and work approach information in the grant application, similar previous TGM projects, and from initial project discussions with the Local Project Manager and state stakeholders. This version will look like an annotated outline and be full of questions and suggestions about processes and deliverables.
2. Once the outline SOW is sent to the Local Project Manager, they should, with assistance of the TGM Grant Manager, respond to the questions in the outline SOW and fill in details regarding desired outcomes, major deliverables, and processes. Questions that should be considered include:
 - a) Who is responsible for what tasks?
 - b) What is the purpose of the project?
 - c) What will the work consist of?
 - d) What will the deliverable be?
 - e) When are the deliverables due?
 - f) When and where will work occur?
 - g) What will a successful outcome be?
 - h) What problems might be encountered?
 - i) How will any potential problems be resolved?

It is important that the Local Project Manager coordinate the processes and specifications in the SOW with other local staff and decision makers so that the SOW meets the community's needs.

3. After a few iterations, the TGM Grant Manager will finalize the draft SOW and ensure it meets ODOT and federal contracting requirements and that the work is in line with funding. They will also have solicited review comments from Department of Land Conservation and Development and ODOT staff.

If no consultant will be used, this SOW will be the final version, attached to the IGA. If a consultant will be used, this SOW will likely be close to the final version. It is important that this version reflect the input of local staff and decision makers, particularly on the Project Objectives and major deliverables, so that the consultant selection committee will be able to choose the best team to do the work and so that consultant negotiations are quick and painless.

4. If a consultant is used, the TGM Grant Manager and Local Project Manager will refine the work approach and budget with the selected consultant and produce a final SOW, which will be attached to both the contract and IGA. Again it is the TGM Grant Manager's responsibility that the SOW meets contracting requirements.

SOW Components and Organization

TGM SOWs start with a **Project Description and Overview of Services** section, to provide an overall understanding of why the project is being done and what it aims to achieve. This section includes:

- **Project Purpose** – A description of what issues the project will address, what the project is hoping to achieve, and how it corresponds to larger goals of the community. Project Purpose should discuss the topics the project will address (e.g., whether a streetscape plan will only address design within the right-of-way, or will also look at adjacent land use and building design).
- **Project Area** - The project boundaries and, usually, a description of the existing uses, important roadways, and prominent natural features. A map should be included.
- **Background** - Background provides context for the project and the issues. This can include the history of the problem, other initiatives or events that affect the project area or need to be coordinated with, as well as constraints or controversies. Also included might be the project regulatory context, e.g., requirements in a regional transportation plan that a local transportation plan must address.
- **Project Objectives** - Specific, measurable deliverables and strategies that the project will accomplish and which advance the Project Purpose.

The SOW will also list **Standards and Requirements** for deliverables and project processes. This typically includes: meeting roles and responsibilities; submission, review, and revision timelines; format requirements for written and graphic project documents; and required licenses and software.

Next is the **Tasks, Deliverables and Schedule** (also known as **Work Approach**) section. Tasks should be arranged in chronological order. Project management is assumed to occur throughout all project tasks. Each task includes:

Subtasks – Steps by which a task is completed. Each subtask should lead to a stand-alone deliverable, like a technical report or a meeting. Subtask descriptions provide detail about

expected work effort, methodology, content and nature of subtask deliverables, who is responsible for the work (local jurisdiction or consultant), and can also include details about the limits of the expected work (e.g. maps for a project will be based on existing map information, and not require on-site data collection).

Deliverables – The work products to be provided for task completion, and grouped by the party responsible – the local jurisdiction, or the consultant. They are listed by deliverable name only, with details about content provided above in the subtask description.

Project Schedule –How and when the tasks must be completed to maintain the overall project timeline.

The **Consultant Budget** and the **Local Budget** are found after the work tasks. Once the project work is determined, if the local government is being paid or providing a “soft match” the SOW must incorporate a Local Budget that considers direct costs and the local staff using pay rates and estimated hours of work.

Developing the Work Approach

While all planning projects are different, they generally share an overall goal to develop solutions that best meet multiple objectives and that are supported by multiple stakeholders with varying backgrounds and perspectives. With that goal in mind, a common framework that applies to most planning projects consists of the following major steps:

- Document policy context and develop evaluation criteria
- Assess existing and future conditions and document needs or deficiencies, opportunities and constraints
- Develop alternatives
- Evaluate alternatives
- Refine preferred alternative and develop implementation-related strategies
- Prepare final plan document for adoption

All TGM grant projects must include robust community involvement and explicitly consider federal Title VI and environmental justice requirements. The TGM Grant Manager can offer suggestions, but the Local Project Manager is best situated to know the history, issues, and community preferences that can affect a particular planning effort. TGM grant projects typically include advisory committees for review and input by citizens and stakeholders, opportunities for broader public participation such as open houses or on-line surveys, and planning commission and city council workshops and hearings. Most meetings, open houses, and other public events are listed as part of the task in which they occur instead of in a separate public involvement task; this makes it easier to understand how each meeting relates to the materials and issues that the meeting is expected to cover.

Most projects include a project management team and a technical advisory committee to ensure a well-coordinated planning process and products that are consistent with other plans, standards and policies. These committees are usually comprised of affected departments from your jurisdiction and other jurisdictions, e.g. adjacent cities, the county, Metropolitan Planning Organization, or state agency representatives. Technical coordination can also occur through interviews or presentations.

SOWs may also include contingency tasks where it is not clear ahead of time that a particular analysis, project management or advisory meeting, public event, or report revision will be needed. The work in contingency tasks must be first authorized by the TGM Grant Manager.

Throughout the development of the SOW, the TGM Grant Manager will prepare as associated internal cost estimate, refining and incorporating SOW changes to keep the work and expectations in line with funding while meeting the needs of the local government.

Consultant Selection

For projects using consultants, ODOT, rather than local grantees, will contract with consultants in order to ensure the selection meets state and federal requirements. TGM will use the Transportation and Land Use Planning (TLUP) Price Agreements for most projects. TLUP Price Agreements are with “Prime” consultants only; the Prime will need to assemble a team of subconsultants specific to each project. The Mini-RFP will include contract requirements such as licenses, the statement of work, and the selection criteria and associated weighting. Proposals will generally be no more than four pages plus a limited number of exhibits, such as resumes or work samples.

Occasionally, there is a unique project or special considerations where a Request for Proposals (RFP) open to all firms is desired. Because of the significant time delays and monetary costs for all parties, an RFP may be issued only if approved by TGM management.

The Small Purchase procedure is available for contracts less than \$150,000 including any possible amendments.

Selection Criteria

Since all TLUP proposers will be qualified to do most of the work as well as manage the type of project being advertised through a Mini-RFP, the selection criteria are developed to determine who has the best experience and understanding given the project specifics. Given the limited number of proposal pages, four pages or less, the selection criteria should only address what is important to the project processes and outcomes. Weighting of the selection criteria should reflect their importance in differentiating between proposers.

It is recommended that as part of developing the criteria that the Local Project Manager and TGM Grant Manager get input from prospective members of the Evaluation Committee on what they want to be addressed to differentiate between proposals and to make an informed decision based on their own experience and knowledge. Highly technical selection criteria are not appropriate if the Evaluation Committee is not highly technical.

When using **Relevant Experience and Qualifications** of the project team as a selection criterion, include up to three desired qualifications and experience as sub criteria. Including more specific qualifications and experience will yield better information, e.g. “TSP for small city with rapid growth with limited public funding” or “Leading multilingual public involvement that engages underserved communities,” not “Preparing a TSP” or “Public Involvement.” However, they should not be so specific, e.g. “TSP experience in the City of Speedy,” that only one or two proposers will be able to respond competitively.

Approach is a primary selection criterion and a key way to assess how well the Consultant understands the needs of the project and the community and can bring insights and new techniques. Approach should include up to three sub criteria to ask how the Project Team proposes to meet specific Project Objectives, will address a potential issue that will affect how the project is conducted, or would implement project outcomes. Again more specific sub criteria will yield better responses, e.g. “The recommended approach for developing community buy-in on recommended design guidelines, development code, and plan amendments” or “The recommended types of performance measures and monitoring programs to track performance of future service opportunities. Provide a recommendation on how a cost allocation plan can be utilized to track performance.”

TGM recommends the use of **Work Samples** - actual pages from existing documents from one or more projects of similar scope and magnitude - as a way to assess Capabilities and Understanding. This criterion is a way to assess how well the Consultant communicates project information as well as to determine if the Consultant and local government consider the same documents to be applicable to this project.

TGM does not recommend the use of references, availability or price to address Project Management/Cost Effectiveness. They rarely yield information that differentiates between proposers and require a significant amount of time for all parties.

Evaluation Committee

The Evaluation Committee must provide an objective, impartial evaluation of the content in consultant proposals about project specific qualifications, experience and other relevant information. Therefore, when recruiting Evaluation Committee members, select people who:

- Possess a strong understanding of what needs to be accomplished for a successful project.
- Have enough technical knowledge and experience to be able to critically assess information in a proposal to determine a consultant’s level of understanding and competence to perform the required services.
- Can commit sufficient time and effort over a two to three week period to 1) review the Mini-RFP and instructions (2 hours), 2) independently read and evaluate each proposal received (90 minutes per proposal) and 3) participate in all scheduled committee meetings (two meetings of 1 – 2 hours each).

Evaluation Committees are comprised of between three and five members, including an ODOT representative, typically the TGM Grant Manager. The Local Project Manager should also participate. Other good candidates are typically:

- project managers of similar projects
- technical specialists and subject matter experts
- staff who will be reviewing contract deliverables
- staff from other agencies

Community representatives and local staff with an interest in the project but without technical knowledge are not recommended as members of the Evaluation Committee. Their input is most useful through participation on project teams once the project is underway.

Consultant Negotiations

Once the selected consultant has been notified, the Local Project Manager and the TGM Grant Manager will meet with the Consultant to discuss the project objectives, tasks and deliverables, schedule, and expectations. The Consultant will respond with proposed changes to the SOW, a draft budget, and Conflict of Interest disclosure forms.

The TGM Grant Manager, the Local Project Manager, and the Consultant will continue to refine the SOW and budget and there will likely be multiple versions of both before negotiations are completed. It is important to discuss the tasks and deliverables in detail to ensure mutual understanding of the requirements and expectations. The task language should be clarified until there is agreement. If it is clear within a few weeks or meetings, that the parties are too far apart in either money or approach, it may be necessary to end the negotiations with that consultant and begin with the next highest ranked consultant from the Mini-RFP.

Intergovernmental Agreement

Paperwork and Preparation

The TGM Grant Manager will work with the Local Project Manager to develop the Match/Budget Table and prepare the Initial Donations/Contributions Approval Form. The Local Project Manager will also need to provide their DUNS number and federally approved indirect cost rate.

The TGM Grant Manager will review and prepare the remainder of the required paperwork and submit the final statement of work for legal sufficiency review and preparation of the IGA and WOC. Projects over \$150,000 must also be reviewed by the Department of Justice.

Signatures

The TGM Program will issue an IGA to be signed by the jurisdiction. The Local Project Manager should advise the TGM Grant Manager about their jurisdiction's requirements for getting IGAs approved and signed. Most jurisdictions will have preauthorized the chief executive to sign the IGA so it can be returned within a few days of receipt. However:

- If the IGA needs to be reviewed first by the city or county attorney, TGM can provide an advance draft IGA which is virtually identical to the official IGA
- If your jurisdiction requires council or commission approval of IGA, it's advisable to schedule IGA review on the council or commission agenda in advance to avoid a time lag.

If your jurisdiction is providing a cash match, the funds must be received by ODOT prior to execution of the IGA.

During the Project

Amendments

Many TGM projects will need an amendment to either the Work Approach or the Project Schedule to respond to new information or for more time to accommodate public input.

Work Approach Amendment

The TGM Grant Manager, Local Project Manager, and consultant will need to negotiate the changes, prepare the paperwork, and sign the IGA and contract amendments. The amendment must be executed before any new work is started as ODOT cannot pay for services that are not included in the contract at the time the work starts.

Project Schedule Amendment

The TGM Grant Manager, Local Project Manager, and consultant will need to agree to the new timeline and sign the IGA and contract amendments. All 2019 TGM Projects must be completed by September 30, 2022.

Match and Reimbursement

TGM requires a local grant match of 12% of the total project cost.

$$\text{Grant Amount} = \text{City's/County's Amount} + \text{Consultant's Amount}$$

$$\text{City's/County's Matching Amount} = \left| \frac{\text{Grant Amount}}{.88} \right| - \text{Grant Amount}$$

$$\text{Total Project Amount} = \text{Grant Amount} + \text{Matching Amount}$$

The ways to fulfill match requirements vary:

- Grantees using consultants and **not** being partially reimbursed for their own work can:
 - Send cash directly to TGM at IGA signing for the full match amount or for a portion of the match with the remainder provided through submitting match reports every sixty days that document eligible local project costs to meet the soft match requirement.
 - Submit match reports every sixty days that document eligible local project costs to meet the match requirement.
- Grantees not using consultants will bill TGM for eligible project costs, such as in-house staff labor or other eligible expenditures. TGM will reimburse the grantee for those costs, less the required match amount.

$$\text{Reimbursement Percentage} = \left| \frac{\text{City's Amount}}{\text{City's Amount} + \text{City's Matching Amount}} \right|$$

- Grantees using consultants and being partially reimbursed for their own work will bill all of their work and be reimbursed for those costs less the required match. Consultants will bill and be paid at 100%.

$$\text{Reimbursement Percentage} = \left| \frac{\text{City's Amount}}{\text{City's Amount} + \text{Consultant Amount} + \text{City's Matching Amount}} \right|$$

Eligible Costs

Costs incurred prior to execution of the IGA are not eligible project costs.

Direct Costs Eligible for both Match and Reimbursement

Most direct project costs incurred by the local government are eligible for use as match or for reimbursement. **Labor Costs** will comprise the majority of eligible expenses incurred during TGM projects. Labor Costs include the salaries, wages and related payroll expenses incurred for those times by public employees actively engaged in direct project-related activities.

Supplies and Services that are purchased and used entirely as part of the project are eligible.

This is likely to include:

- In-State Travel and Per Diem - Use current rates available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>
- Office Expenses including paper, postage, long distance telephone calls, and online meeting costs.
- Project Expenses such as legal notices, meeting costs, and publications.

Direct Costs Eligible Only for Match

Local governments which are not party to the IGA

Some TGM projects include the participation of other units of government, e.g. the County or adjacent City coordinating with a TSP. If documented, these expenses (subject to the same restrictions as above) can be counted towards the match requirement.

Contract Staff

Some local governments use contract staff, such as a City Engineer or City Planner, to act as City staff during a TGM project, reviewing Consultant work, attending meetings, etc. Local governments may count this expense towards the match requirement.

Volunteer Hours

Volunteer hours can be counted towards match. Typically the local government will have a sign-in sheet for committee members at meetings and ask members to keep track of their time spent outside of the meeting reviewing documents. The hours of elected officials can be included if they are part of a project committee and attending solely as a committee member. Volunteer hours should be multiplied by the county's average hourly wage (below). Where a volunteer is providing professional expertise – e.g. preparing or reviewing a project's wetlands delineation – their professional billing rate can be used for those hours.

No volunteer hours at public hearings can be counted without prior approval of the TGM Program Managers.

2018 Oregon Average Hourly Wages

County	Average Hourly Wage	County	Average Hourly Wage	County	Average Hourly Wage
Baker	\$ 17.68	Harney	\$ 17.81	Morrow	\$ 25.45
Benton	\$ 25.09	Hood River	\$ 19.37	Multnomah	\$ 28.84
Clackamas	\$ 25.60	Jackson	\$ 20.33	Polk	\$ 18.24
Clatsop	\$ 18.20	Jefferson	\$ 19.15	Sherman	\$ 22.46
Columbia	\$ 19.12	Josephine	\$ 17.67	Tillamook	\$ 19.10
Coos	\$ 19.02	Klamath	\$ 18.90	Umatilla	\$ 19.34
Crook	\$ 21.96	Lake	\$ 19.25	Union	\$ 19.70
Curry	\$ 17.15	Lane	\$ 21.06	Wallowa	\$ 17.49
Deschutes	\$ 21.91	Lincoln	\$ 18.53	Wasco	\$ 19.52
Douglas	\$ 19.61	Linn	\$ 21.10	Washington	\$ 33.80
Gilliam	\$ 20.54	Malheur	\$ 17.38	Wheeler	\$ 14.41
Grant	\$ 19.03	Marion	\$ 22.32	Yamhill	\$ 20.35

Source: State of Oregon Employment Department 2018 Employment & Wages (QCEW)

TGM Program Contacts

Michael Rock	Transportation Planning Unit Manager ODOT	503-986-3179	michael.d.rock@odot.state.or.us
Glen Bolen	Region 1 Lead ODOT	503-731-8284	glen.a.bolen@odot.state.or.us
David Helton	Region 2 Lead ODOT	541-726-2545	david.i.helton@odot.state.or.us
Virginia Elandt	Region 3 Lead ODOT	541-957-3635	virginia.elandt@odot.state.or.us
Devin Hearing	Region 4 Lead ODOT	541-388-6388	devin.hearing@odot.state.or.us
Cheryl Jarvis-Smith	Region 5 Lead ODOT	541-963-1574	cheryl.jarvis-smith@odot.state.or.us
Elizabeth Ledet	TGM Central Lead ODOT	503-986-3205	elizabeth.l.ledet@odot.state.or.us
Bill Holmstrom	DLCD Lead DLCD	503-934-0040	bill.holmstrom@state.or.us

TGM 2019 GRANT ACCEPTANCE FORM

Due September 19, 2019

4B-19

Wasco County

Transit Development Plan

I have reviewed the award letter dated August 22, 2019 and the 2019 Grantee Packet. I understand and agree that:

TGM Project Management

- Jessica Metta shall act as the local project manager. The local project manager has sufficient time and experience to negotiate on the behalf of the Wasco County and to manage the project effectively as outlined on page 3 of the 2019 Grantee Packet.

Funding and Match

- Wasco County shall provide match of at least 12% of the total project cost including \$20,000 in cash match at or prior to signing the Intergovernmental Agreement.
- 08-441-5959 is the Wasco County's DUNS number.

Timelines

- The local project manager shall work with Devin to meet the timelines outlined on page 2 of the 2019 Grantee Packet.
- The project must be completed by September 30, 2022.
- Steven D. Kramer, Chair, Wasco County Board of Commissioners
Name and Title

Date: September 11, 2019

Wasco County Board of Commissioners

Steven D. Kramer, Commission Chair

E-mail to Elizabeth Ledet at elizabeth.l.ledet@odot.state.or.us
Please contact her at 503-986-3206 if you have any questions.



MOTION

SUBJECT: Transportation Grant Motion Language

I move to approve the 2019 Transportation and Growth Management Grant Acceptance Form.



CONSENT AGENDA

[MINUTES: 9.4.2019 REGULAR SESSION](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 4, 2019

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

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

Agenda Item – River Front Trail

City of The Dalles City Manager Julie Krueger reviewed the white paper included in the Board Packet. She outlined contributions to the project from other partner agencies including City of The Dalles and the Public Utility District. She noted that much of the trail is outside of the City limits. She said that they are looking to other agencies, including Wasco County for contributions to repair the trail.

North Wasco Park and Recreation District Executive Director Scott Baker said that the River Front Trail Board has met monthly for over three decades. They do a good job of fund raising – about \$16,000 per year – but the \$300,000 cost of this repair is beyond their reach. He reported that the Park District takes care of weekly maintenance. He continued by saying that the property has multiple owners with easements for the trail.

Commissioner Schwartz asked if the funds will go to the non-profit. Ms. Krueger replied that it has not been decided; they have discussed having the City or Park District sponsor and manage the project.

Mr. Stone said he would like to discuss this with staff and then circle back to have a conversation with Ms. Krueger. Vice-Chair Hege said once that is done, the Board can discuss it further at a work session.

Further discussion ensued regarding other possible fund raising efforts.

Agenda Item – Community Corrections IGA

Community Corrections Manager Fritz Bachman explained that this is a biennial agreement that is attached to his two-year plan specifically for drug and alcohol treatment programs. He went on to say that this is one of three main funding sources for Community Corrections and is used primarily to support the Drug and Alcohol Counselor position currently held by Steven Seeley (present at the session). It is also used to purchase program materials. Although the funding has been reduced over last biennium, we have some roll-over funding to fill the gap. He reported that having the counselor in-house has increased the success rate of the program. Future goals for the program include becoming state certified which would allow us to bill insurance for treatment. He stated that the contract is unchanged from last biennium with the exception of the dollar amount and our submitted plan.

Mr. Bachman continued by saying that Mr. Seeley works a four-day week as our drug and alcohol counselor and then works on Friday's as a contractor to counsel sex offenders. Outside counselors are also used for that work.

Commissioner Schwartz asked what Mr. Seeley's caseload is currently. Mr. Seeley responded that there are about 20 in the program as he is catching up on a lot of assessments. As that work gets completed, he expects the case load to double. Mr. Bachman added that Mr. Seeley is instrumental in locating residential programs and finding beds when that is appropriate.

Further discussion ensued regarding the nature and types of addictions that are prevalent in our area and treatment complications created when mental health issues arise. Mr. Bachman noted that Mr. Seeley will soon have his masters in addiction counseling.

{{{Commissioner Schwartz moved to approve IGA 5900 for supplemental funding under Measure 57 for the treatment of drug-addiction. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Pay Compression

Human Resources Director Nichole Biechler reviewed the memo included in the Board Packet, explaining that this is a recommendation to resolve an issue that has been ongoing and discussed at previous sessions. She said that the inequity is really not in the pay difference from Deputy to Sergeant, but in the benefits package. When a Deputy is promoted to Sergeant the benefits go from paying 15% for family insurance to paying 25% and from the County picking up their 6% PERS contribution to paying it themselves. The recommendation is to align the

insurance and retirement investment benefits between the two groups.

Mr. Stone commented that while he understands this is what it will take to address the benefit equity issue within the Sheriff's Department, he does not like the precedence it sets for the organization as a whole. He acknowledged that this issue has made it difficult to promote and fill sergeants' positions.

Vice-Chair Hege stated that he has the same concerns. He observed that the public gets frustrated when employees are not contributing to their own retirement. He asked if we have looked at increasing the wages for sergeants to balance the inequity.

Ms. Biechler replied that we did look at that, but it would go against what the market data indicates for pay. In addition, increases in pay are very difficult to reverse while benefits packages are more easily adjusted. Mr. Stone added that increasing benefits does not carry the additional costs of FICA and PERS that increasing pay would cost.

*****The Board was in consensus to support the staff recommendation to align Sergeants' benefit package with the Deputies' benefit package.*****

Department Directors

Public Works Director Arthur Smith reported that the flood repair work on 15 Mile Road is complete. He reported that the August 9th flash storm caused a lot of damage. He has not yet completed the cost report on the repairs. He went on to say that they are completing striping work on the roads that were chip sealed this summer as well as doing some striping for the municipalities in Wasco County and some neighboring counties.

County Clerk Lisa Gambie reported that the Pine Hollow Boat Ramp ground breaking ceremony was well attended.

Ms. Gambie went on to say that cyber security continues to be a focus for Clerks around the state and is supported by the Secretary of State's office. She noted that our Information Systems department is essential to that effort. She urged the Board to support that team.

She continued by saying that she is launching a campaign to encourage responsible use of social media. She said that it takes a lot of resources to battle misinformation spread through social media.

Finance Director Mike Middleton reported that the Fair receipts were up again this year. They are continuing to evaluate processes to improve efficiencies and

increase revenue.

Public Comment

PINE HOLLOW FIREWORKS

Royd Brothersom stated that we have talked previously about the dangers posed by alcohol-fueled illegal fireworks displays that annually occur in Pine Hollow. He pointed out the fire risk to not only Pine Hollow but surrounding areas should a wildfire spread. He said that it does not seem that anything has been done to stop the practice.

Vice-Chair Hege said that he has spoken with Pine Hollow Fire Chief Larry Magill about this issue to get the history. He reported that the Fire Chief said that there have not been any fires there on the Fourth of July. He encouraged Mr. Brothersom to work with local fire authorities as one avenue to address the issue.

Sheriff Magill said that in meetings prior to the event they talked about distributing educational flyers regarding the law and fireworks in the area. Mr. Brothersom and a few others helped with that effort. He said they also did some containment; in two cases in which citizens were setting off fireworks in a grassy area, several thousands of dollars in fireworks were saturated to make them unusable. He noted that all fireworks, even sparklers, are illegal in the Pine Hollow area as it is in a Department of Forestry Regulated Use Zone. The main issue is that neither the County nor the Department of Forestry have the resources to enforce that law to achieve 100% compliance. He added that it is also difficult to site and prosecute the cases as it is hard to identify exactly who is setting off the fireworks in a large group of people. He stated that there are also competing priorities for resources; for instance, during the course of this year's event they received a call of a possible kidnapping – all resources had to be diverted to address that incident.

Sheriff Magill said that they are working on ideas to address the issue of fireworks in Pine Hollow. One of those ideas is to designate safe areas for the activity; another idea is organizing a professional fireworks display. He said that they will have to work with the State Fire Marshall's office on some of the possible solutions.

Mr. Brothersom said that the permanent residents of Pine Hollow oppose the fireworks activity. He said that he went back to residents to whom he had given flyers and found that they were setting off fireworks despite the information in the flyer; without enforcement they will continue. He warned that if this continues, the day will arrive when a major fire results from the activity. He said that even if the National Guard has to be brought in, it has to be stopped.

Consent Agenda – 8.21.2019 Minutes

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

Commission Call

Commissioner Schwartz reported that both she and Vice-Chair Hege will be attending the Mosier Water Tour tomorrow.

Vice-Chair Hege reminded everyone that he will be going to Washington, D.C. on the 15th and has received feedback from staff on issues to bring forward while he is there.

The session was adjourned at 10:15 a.m.

Summary of Actions

MOTIONS

- **To approve IGA 5900 for supplemental funding under Measure 57 for the treatment of drug-addiction.**
- **To approve the Consent Agenda – 8.21.2019 Minutes.**

CONSENSUS ITEMS

- **To support the staff recommendation to align Sergeants' benefit package with the Deputies' benefit package.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



UPDATES FOR WASCO COUNTY BOARD OF COUNTY COMMISSIONERS WEDNESDAY, SEPTEMBER 18, 2019

INTERNAL – Staffing changes

- Operational Entity ESD: Director, Early Learning Support Specialist
- Contracts: Hood River Prevention Office for Administrative Support and GOBHI for Tri-County
- New Biennium: Flat funding with new funding for Community Planning

EXTERNAL - Backbone Organization changes

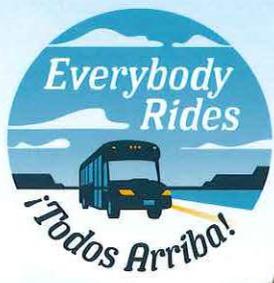
- Sherman County wishing to step back
- Engaging a process: commissioned a state level report on hubs, Board Retreat, collaborative mechanism for decision making by board planned

PROGRAMMING & INITIATIVES

- The Family Network – single point of contact (Local Public Health Authorities) for families with young children – almost ready to launch
 - Early Adopters for Universally Offered Home Visiting
- Kaleidoscope Play and Learn -12 sites where this model is being implemented thru subcontract with OCDC
- Continued Collaboration with CGHC for Community Health Assessment – Inclusion of Parent Education questions in the Survey
- Healthcare and Parent education Grant from Oregon Community Foundation
- Responsive Funding: Celilo Preschool, Cascade Locks Preschool, and Toddlers to Teens – Linking to existing practice
- Student Success Act – New funding for community planning process that emphasized county level engagement and
- Cross Sector Engagement on Child Care – Partnering with Regional Solutions to understand perspectives

ADDITIONAL INFORMATION:

- Dolly Parton Imagination Library – Available FREE Region Wide
- www.fourriversfamily.com –COMMUNITY CALENDAR
- Recruiting Parent Education Partners for funding



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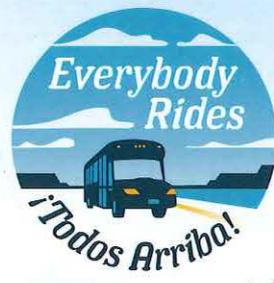


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- SHERMAN COUNTY**
- Sherman County Transit (Dial-a-Ride Service) 541-565-3553
- WASCO COUNTY**
- The Link 541-296-7595



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- Agencia de Tránsito del Condado de Skamania y el autobús WET, 509-427-3990
- CONDADO DE KLICKITAT**
- Servicio de Transporte Mt Adams (MATS) 509-493-4662

- CONDADO DE SHERMAN**
- Agencia de Tránsito del Condado de Sherman, (Servicio Dial-a-Ride), 541-565-3553
- CONDADO DE WASCO**
- El Link 541-296-7595

Dear Friends and Neighbors...

Growing up in the Smoky Mountains was a real blessing. There were some tough times, but most of our life was full of the kind of riches money can never buy. One of my most precious memories is sitting in my mother's lap and listening to her read me stories from the Bible. It felt so warm and cozy. My imagination soared to places far beyond our little cabin.

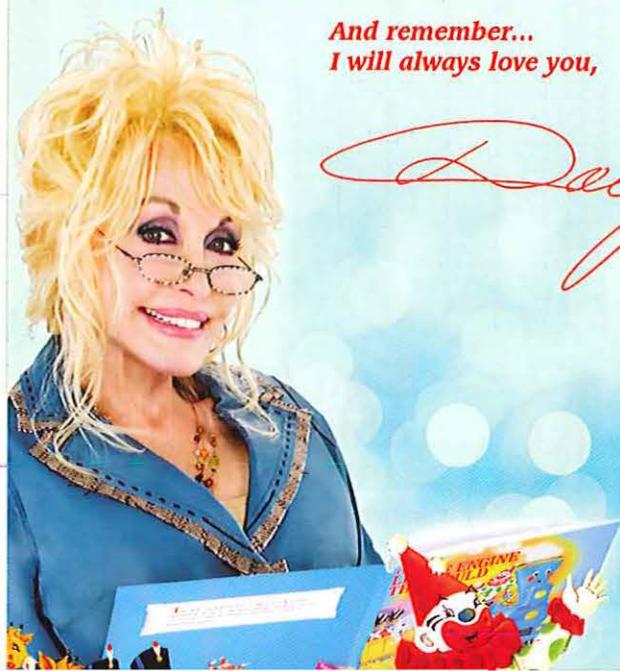
Those wonderful moments with my mother inspired me to create my Imagination Library. Thanks to **Four Rivers Early Learning Hub and other community sponsors**, all of the preschoolers in your community can now have their own Imagination Library. Just think, a book mailed to your child each month until their 5th birthday!

I hope these books inspire you to read to your child. There is nothing quite like the sparkle in a child's eye when animals come alive and clowns dance on the page.

I hope you'll encourage your children to keep dreaming and to dream big. If my Imagination Library helps turn the dreams of a child into the promise of a bright future, then one of my biggest dreams will come true.

**And remember...
I will always love you,**

Dolly



FOUR RIVERS
FAMILY
together for each other
juntos, el uno para el otro

Sponsors:

**The James and Shirley Rippey
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Gilliam County Public Library

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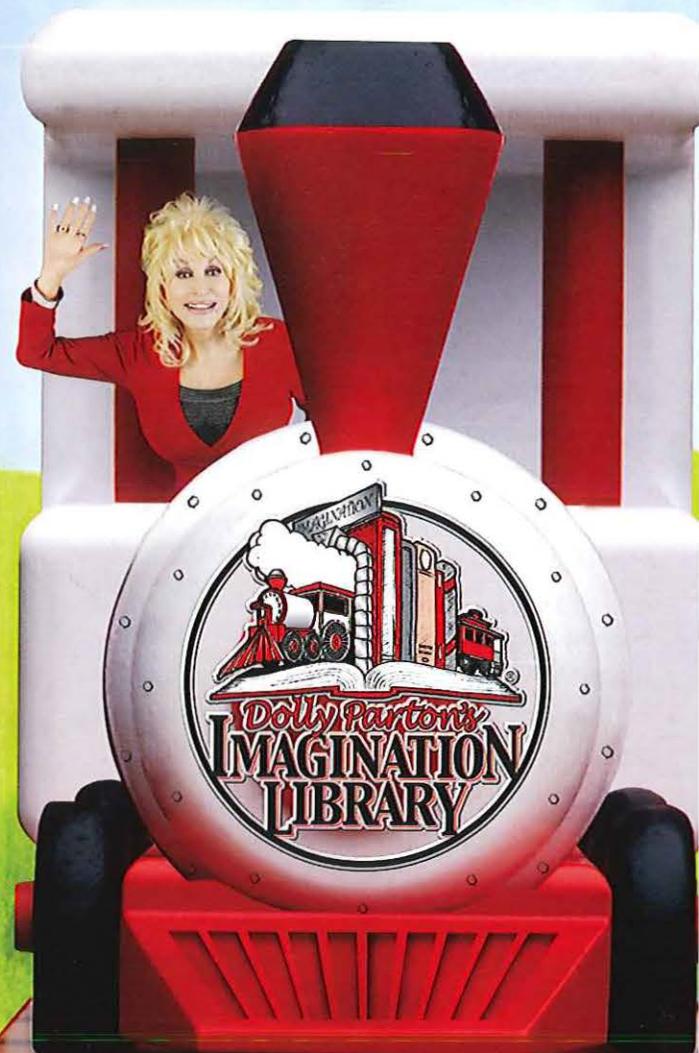


Sign up your child today!



Four Rivers Early Learning Hub

PRESENTS



**The Gift that
Speaks Volumes for
our Community**

What Is Dolly Parton's Imagination Library?

Dolly Parton's Imagination Library is...**FREE!**

It sounds almost too simple to be true, but by reading regularly with your children during their preschool years, you are giving them the biggest boost toward a successful education they will ever get.

Dolly Parton's Imagination Library will help you read with your child. There are many reasons parents do not read to their child, but we can eliminate one of them. Every child will have books of their very own, **at no cost to you**, thanks to **Four Rivers Early Learning Hub**, **other community sponsors** and Dolly Parton.

Each month a new, carefully selected book will be mailed in your child's name directly to your home. He/she can look forward to new and exciting reading adventures from Dolly Parton's Imagination Library until he/she turns five years old as long as you remain a resident of **Gilliam, Hood River, Sherman, Wasco or Wheeler County**. Should the child move outside **Gilliam, Hood River, Sherman, Wasco or Wheeler County**, he/she automatically exits the program.

Dolly Parton's Imagination Library is a **FREE GIFT** to our children! **All you have to do is read to your children.**

Who Is Eligible?

Preschool children (birth until their fifth birthday) of **Gilliam, Hood River, Sherman, Wasco or Wheeler County**.

What Are My Responsibilities?

1. Be a resident of **Gilliam, Hood River, Sherman, Wasco or Wheeler County**.
2. Submit an official registration form, completely filled out by parent or guardian (form must be approved and on file with **Four Rivers Early Learning Hub**).
3. Notify **Four Rivers Early Learning Hub** any time your address changes. Books are mailed to the address listed on the official registration form. **If the child's address changes, you must contact your friends at the address on this brochure in order to continue receiving books.**
4. Read with your child.

When Will I Receive Books?

Eight to ten weeks after your registration form has been received, books will begin arriving at your home and will continue until your child turns five or you move out of **Gilliam, Hood River, Sherman, Wasco or Wheeler County**.

How Can I Help?

Do you know a preschool child in **Gilliam, Hood River, Sherman, Wasco or Wheeler County** who is not receiving Dolly Parton's Imagination Library? Give their parents a brochure/registration form and encourage them to fill it out and mail it to the address below. Telling them about this **FREE program** can make a huge difference in their future and the future of our community.

If you know of a business, organization or individual who would like to donate funds to support this gift to your children, donations can be sent to:

Four Rivers Early Learning Hub
c/o The Next Door, Inc.
965 Tucker Rd
Hood River, OR 97031
(541) 386-6665

Dolly Parton's IMAGINATION LIBRARY Official Registration Form

1st Preschool Child's FULL Name _____ Sex: M F Phone _____

Child's Date of Birth _____ / _____ / _____

2nd Preschool Child's FULL Name _____ Sex: M F Phone _____

Child's Date of Birth _____ / _____ / _____

Parent/Guardian's Name _____ Phone _____

Child's Home Address _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Mailing Address (if different) _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Email Address _____

I hereby explicitly consent to allow the Dollywood Foundation, Inc. to use the information provided herein for the purposes of participating in Dolly Parton's Imagination Library book gifting program, to measure the benefits of this program we may create classes with the information provided herein and share them with research and educational advancement partners. You agree to review our full terms & conditions and Privacy Policy by visiting imaginationlibrary.com. By signing and submitting this form you expressly consent to the terms set forth herein.

"This child is a resident of **Gilliam, Hood River, Sherman, Wasco or Wheeler County.**"

FOR OFFICE USE ONLY: Date Received: _____ Group Code: _____

SIGNATURE OF PARENT/GUARDIAN _____



Sign up your child today!
Simply fill out the above form and mail to:

Four Rivers Early Learning Hub
400 East Scenic Drive, Suite 207
The Dalles, OR 97058
(541) 506-2234

Cut Here

2019 CAPACITY REPORT FOR WASCO COUNTY LANDFILL THE DALLES, OREGON

JULY 2019

PREPARED FOR

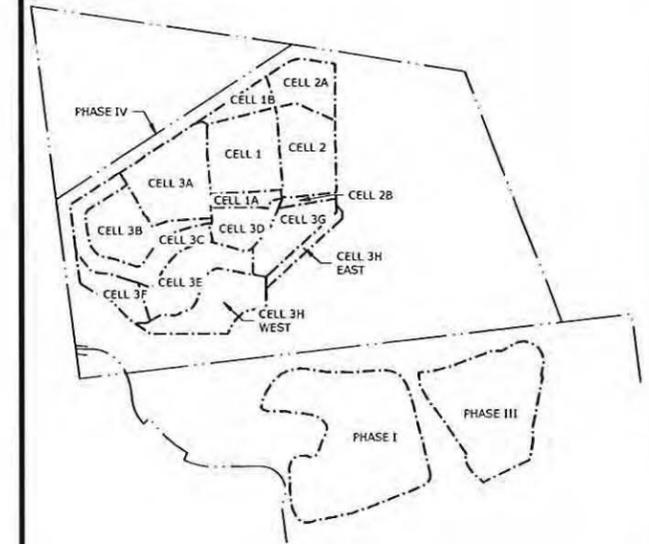
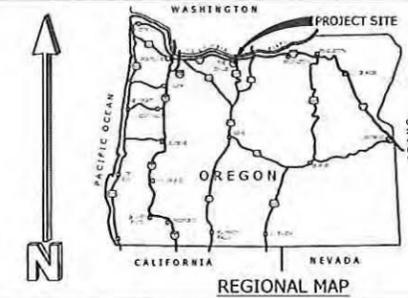


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PREPARED BY



311 B AVENUE, SUITE S
LAKE OSWEGO, OREGON 97034



SHEET INDEX

SHEET #	TITLE
1	TITLE PAGE
2	NOTES, LEGEND, AND TABLES
3	2018 TOPOGRAPHY
4	2019 TOPOGRAPHY
5	INTERIM FILL PLAN
6	SUBGRADE PLAN
7	FINAL COVER GRADING PLAN
8	2018 VS 2019 ISOPACH
9	2019 TOPO VS INTERIM GRADES ISOPACH
10	SUBGRADE VS FINAL COVER ISOPACH
11	SUBGRADE VS 2019 TOPOGRAPHY OUTSIDE EXISTING CELLS
12	SECTIONS A AND B
13	LINER AND FINAL COVER DETAILS

APPROVED:

APPROVED - ROGER B. NORTH P.E.

7/28/2019

GENERAL NOTES:

1. AREAS AND VOLUMES COMPUTED USING AUTOCAD CIVIL 3D VERSION 2019, UNLESS STATED OTHERWISE.
2. WASTE SLOPES TYPICALLY BASED ON SITE DEVELOPMENT PLAN (VISTA GEOENVIRONMENTAL SERVICES, APRIL 2019) FOR FINAL OUTSIDE SLOPES AND ON 3H:1V FOR INTERNAL SLOPES.

SURVEY NOTES:

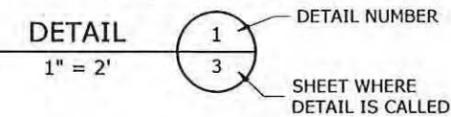
1. THE BASIS OF THE HORIZONTAL COORDINATE SYSTEM IS A SITE LOCAL COORDINATE SYSTEM USING INTERNATIONAL FEET.
2. THE BASIS OF ELEVATION IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. THE SITE PROPERTY LINES AND TAX LOT BOUNDARIES ARE BASED ON AVAILABLE PUBLIC RECORDS INFORMATION.
4. 2018 TOPOGRAPHIC SURVEY PROVIDED BY PBS ENGINEERING & ENVIRONMENTAL INC., WALLA WALLA, WASHINGTON, FLOWN USING A DRONE ON 2018-03-28. 2D SURVEY COVERAGE = 369 ACRES.
5. 2019 TOPOGRAPHIC SURVEY PROVIDED BY CONTINENTAL MAPPING CONSULTANTS, INC., SUN PRAIRIE, WISCONSIN, FLOWN USING A FIXED WING AIRCRAFT ON 2019-04-25. 2D SURVEY COVERAGE = 361 ACRES.

LANDFILL DEVELOPMENT NOTES:

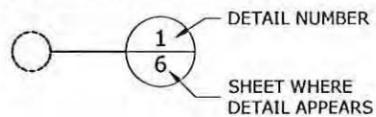
1. LANDFILL DEVELOPMENT (INCLUDING LIMIT OF WASTE, SUBGRADE PLAN, AND FINAL CLOSURE PLAN) IS BASED ON THE 2019 SITE DEVELOPMENT PLAN (VISTA GEOENVIRONMENTAL SERVICES, APRIL 2019), WHICH WAS SUBMITTED TO THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY ON 2018-04-29 AND IS PENDING APPROVAL.
2. THE LIMIT OF WASTE FOOTPRINT SHOWN ON THE DRAWINGS = 169.2 ACRES.
3. DRAWING 6 - SUBGRADE - AND DRAWING 7 - FINAL COVER - ARE BASED ON THE 2019 SITE DEVELOPMENT PLAN.

DETAIL INDICATOR:

SHEET WHERE DETAIL IS SHOWN:

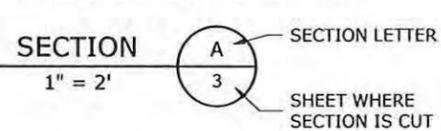


SHEET WHERE DETAIL IS CALLED:

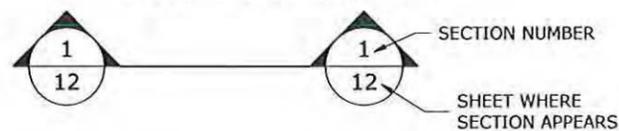


SECTION INDICATOR:

SHEET WHERE SECTION IS SHOWN:



SHEET WHERE SECTION IS CUT:



- AC ACRES
- CY CUBIC YARDS
- DWG DRAWING
- E EAST
- FT FEET
- H HORIZONTAL
- LCRS LEACHATE COLLECTION AND REMOVAL SYSTEM
- LDS LEAK DETECTION SYSTEM
- MIN. MINIMUM
- MAX. MAXIMUM
- N NORTH
- PL PROPERTY LINE
- SDR STANDARD DIMENSION RATIO
- TYP. TYPICAL
- V VERTICAL

- LEGEND:**
- PROPERTY LINE
 - CELL LIMIT OF WASTE
 - PERMITTED LIMIT OF WASTE

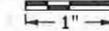
PHASES I & III		
PHASE	YEAR BUILT	AREA (AC)
PHASE I	PRE - 1995	19.63
PHASE III	1995 - 1999	12.50
FORMER PHASES	TOTAL	32.13

PHASE IV		
CELL	YEAR BUILT	AREA (AC)
CELL 1	2001	6.29
CELL 1A	2003	1.14
CELL 1B	2011	1.66
CELL 2	2002	5.47
CELL 2A	2011	3.42
CELL 2B	2014	0.50
CELL 3A	2004	7.01
CELL 3B	2005	5.03
CELL 3C	2007	4.70
CELL 3D	2010	2.71
CELL 3E	2014	4.85
CELL 3F	2016	2.23
CELL 3G	2016	3.57
CELL 3H EAST	2017	1.03
CELL 3H WEST	2017	5.07
DEVELOPED CELLS	TOTAL	54.66

QUANTITIES SUMMARY TABLE				
QUANTITY SUMMARY ITEM	REFERENCE DRAWINGS	EXCAVATION / SETTLEMENT VOLUME (CY)	FILL / WASTE PLACEMENT / AVAILABLE AIRSPACE VOLUME (CY)	NET VOLUME (CY)
2018 TO 2019 VOLUME CHANGE INSIDE PHASE IV 2018 LINED AREA	8 (FROM 3 & 4)	5,849	811,096	805,247
2018 TO 2019 VOLUME CHANGE OUTSIDE 2018 LINED AREA	8 (FROM 3 & 4)	N/A	N/A	N/A
REMAINING AIRSPACE	9 (FROM 4 & 5)	43,851	1,241,787	1,197,936
PERMITTED LANDFILL CAPACITY	10 (FROM 6 & 7)	N/A	40,141,809	40,141,809
REQUIRED EARTHWORK FOR FUTURE SUBGRADE	11 (FROM 4 & 6)	323,214	193,828	129,387



REDUCTION SCALE CHECK



VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP	RN	TJ	RN	RN	RN	RN	RN	RN
-	7/28/19												

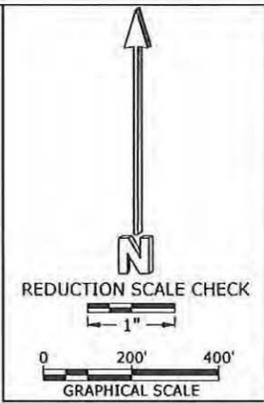
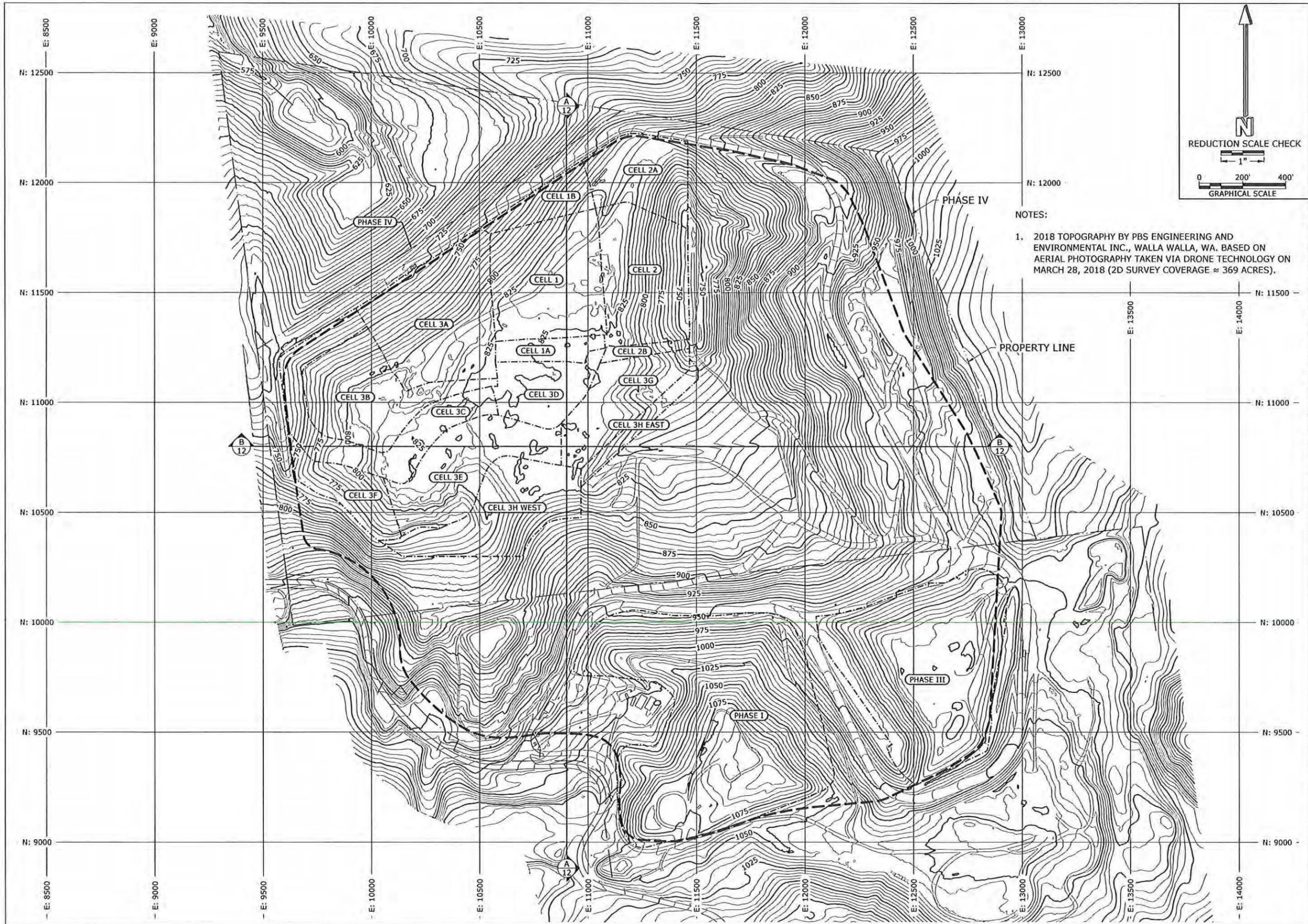
DATE: 7/28/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

DRAWING NO.

2



NOTES:
 1. 2018 TOPOGRAPHY BY PBS ENGINEERING AND ENVIRONMENTAL INC., WALLA WALLA, WA. BASED ON AERIAL PHOTOGRAPHY TAKEN VIA DRONE TECHNOLOGY ON MARCH 28, 2018 (2D SURVEY COVERAGE ≈ 369 ACRES).

VISTA GEOENVIRONMENTAL SERVICES
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 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
			RM	TJ	RN
1	7/28/19				

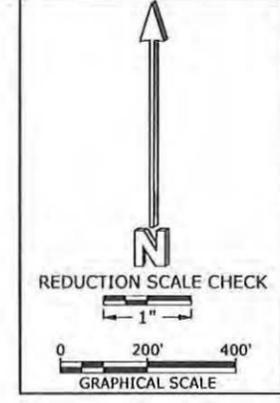
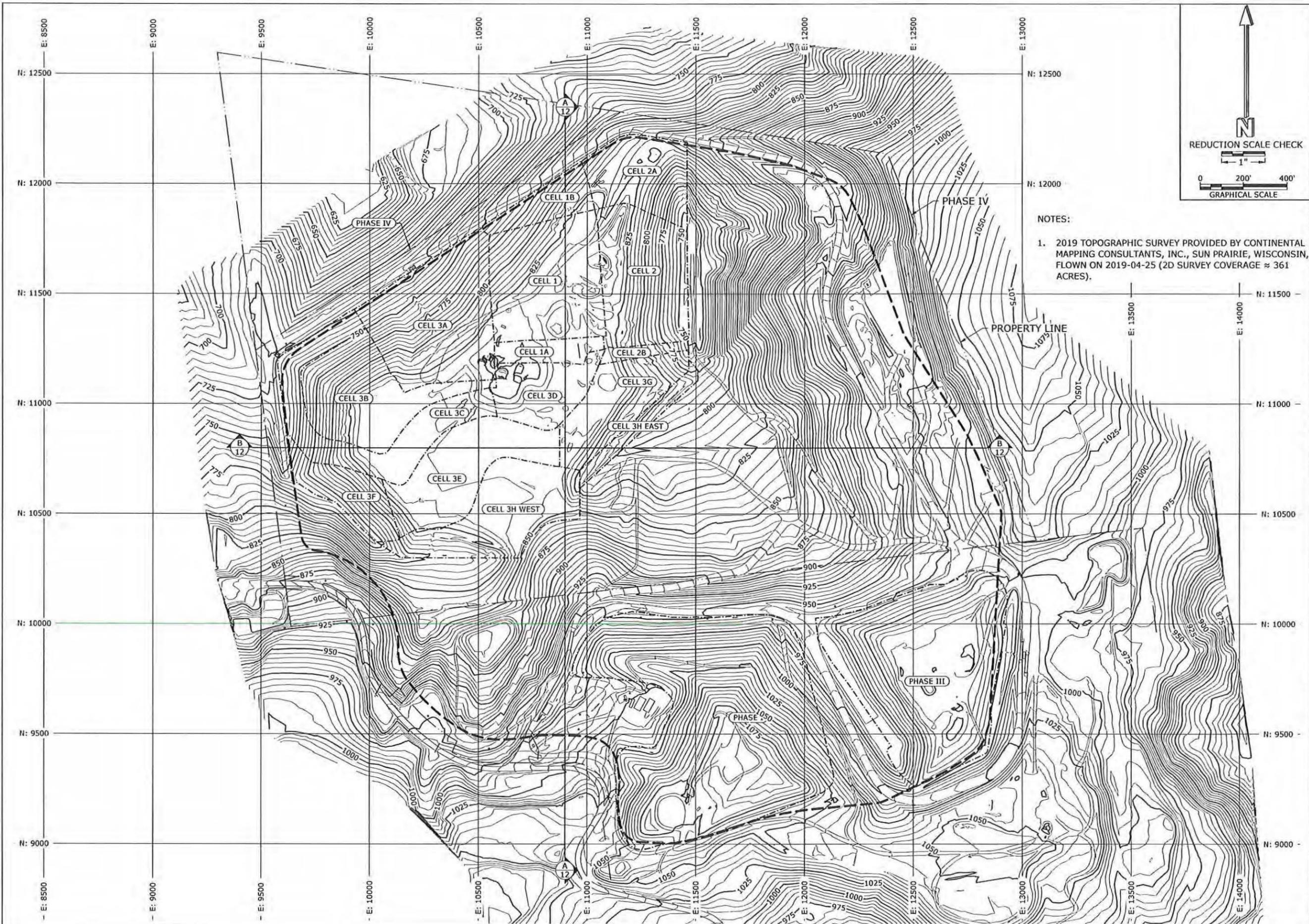
DATE: 7/28/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

DRAWING NO. **3**
 OF 13

2018 TOPOGRAPHY



NOTES:

- 2019 TOPOGRAPHIC SURVEY PROVIDED BY CONTINENTAL MAPPING CONSULTANTS, INC., SUN PRAIRIE, WISCONSIN, FLOWN ON 2019-04-25 (2D SURVEY COVERAGE ≈ 361 ACRES).

VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
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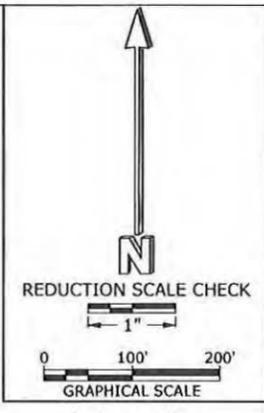
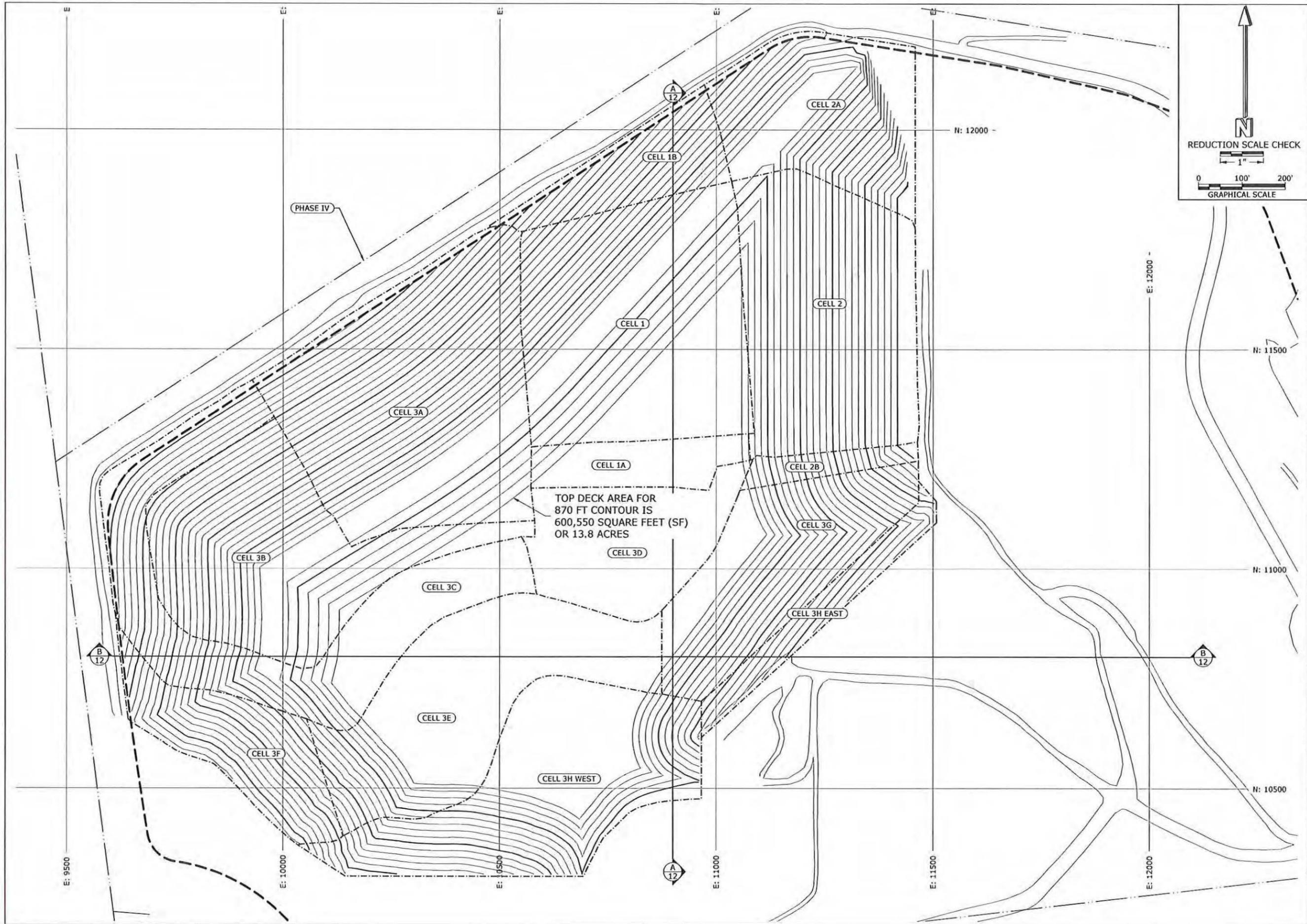
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
			RN	TJ	RN
1	7/28/19				
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DATE: 7/28/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON
 2019 TOPOGRAPHY

DRAWING NO.
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 OF 13



VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE 5
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
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DATE: 7/28/2019

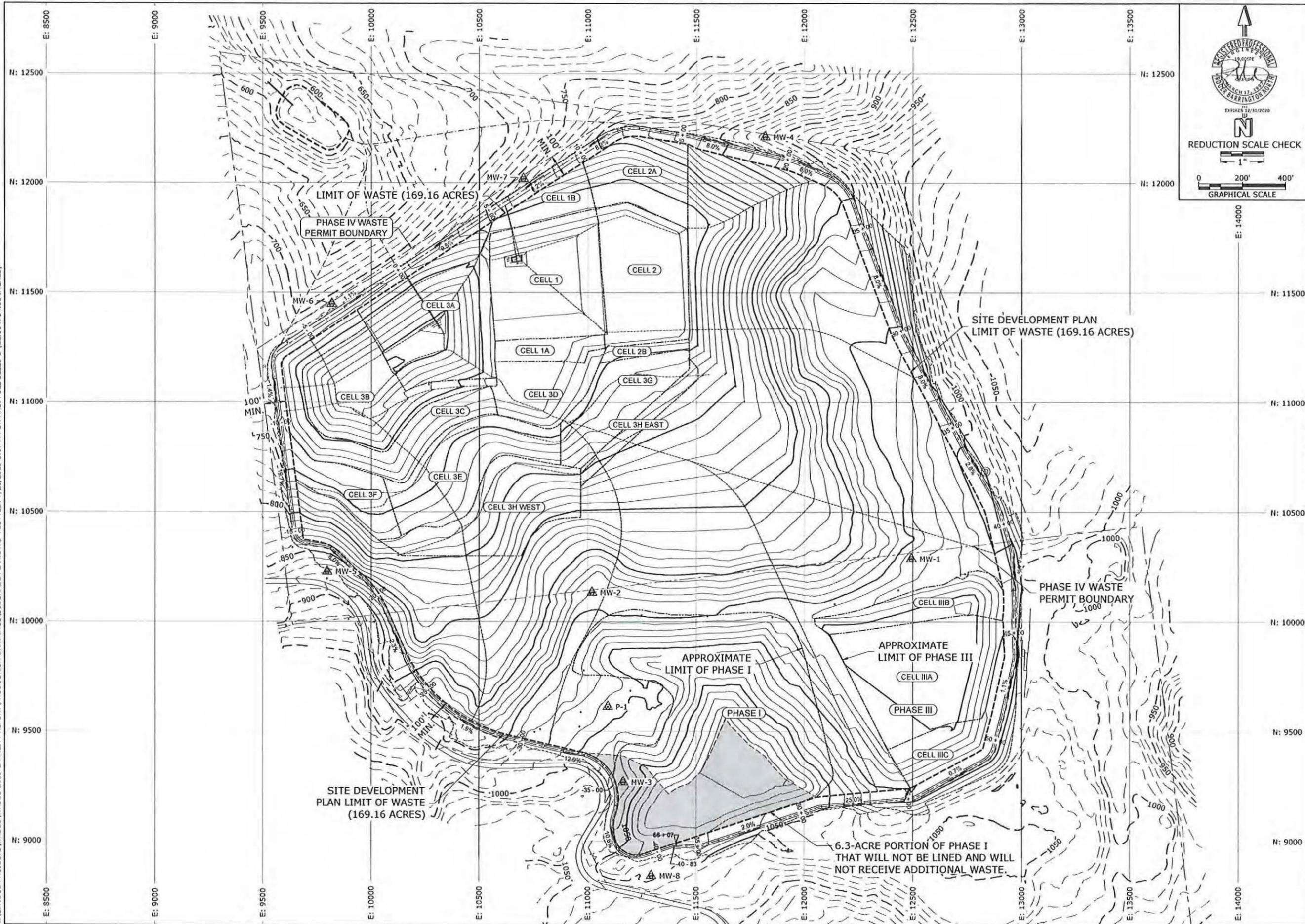


2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

INTERIM FILL PLAN

DRAWING NO. **5**

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REGISTERED PROFESSIONAL ENGINEER
 BOB BARRINGTON
 EXPIRES 12/31/2020

REDUCTION SCALE CHECK

1" = 400'

GRAPHICAL SCALE

0 200' 400'

VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
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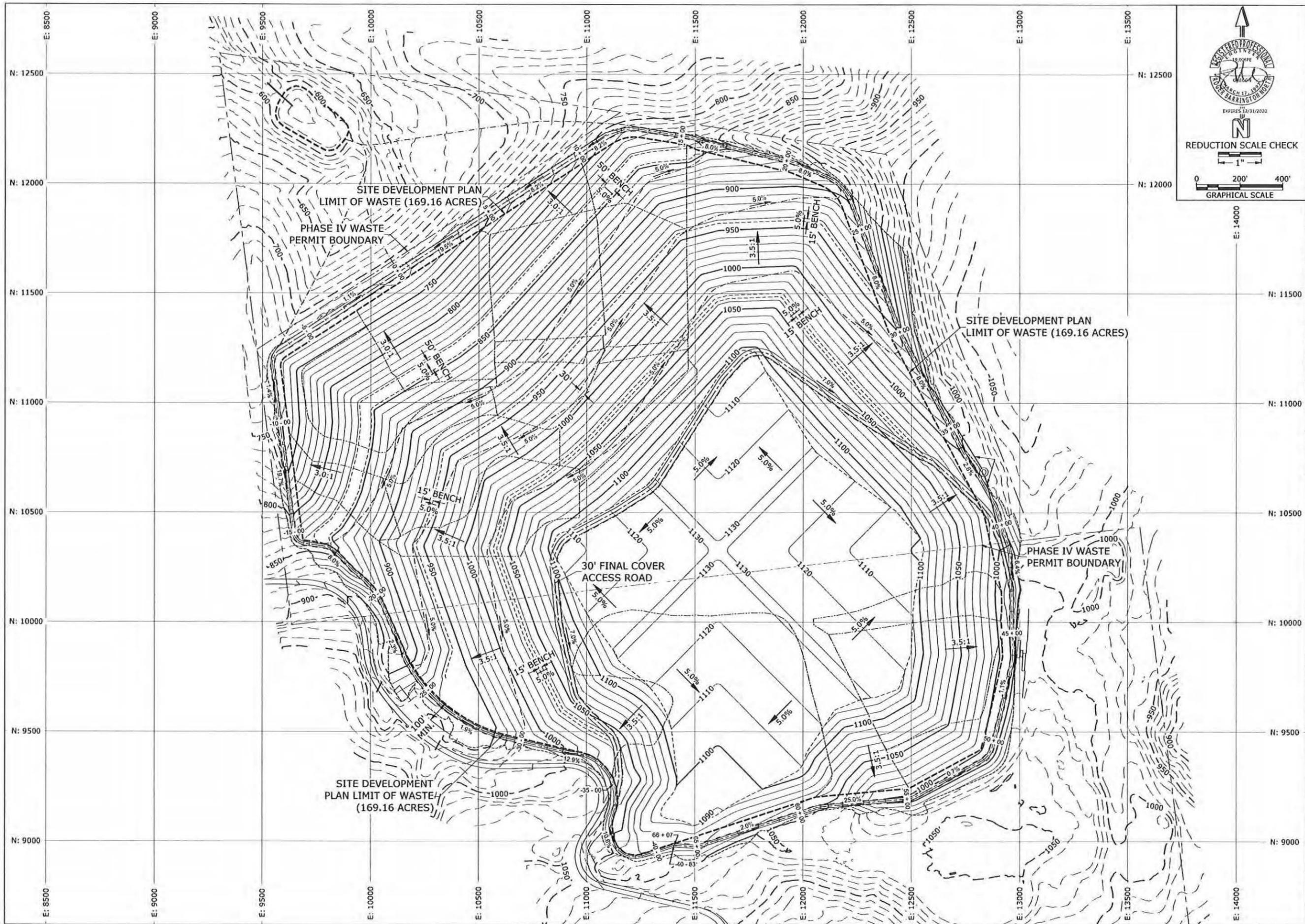
DATE: 7/28/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

SUBGRADE PLAN

DRAWING NO. **6** OF 13



REDUCTION SCALE CHECK

VISTA

GEOENVIRONMENTAL SERVICES

311 B AVE., SUITE S
LAKE OSWEGO, OREGON 97034

PROJECT NO. 19-103

REV	DATE	DESCRIPTION	DES	DRN	APP

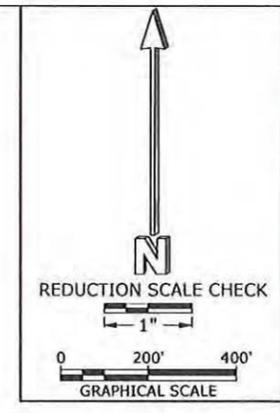
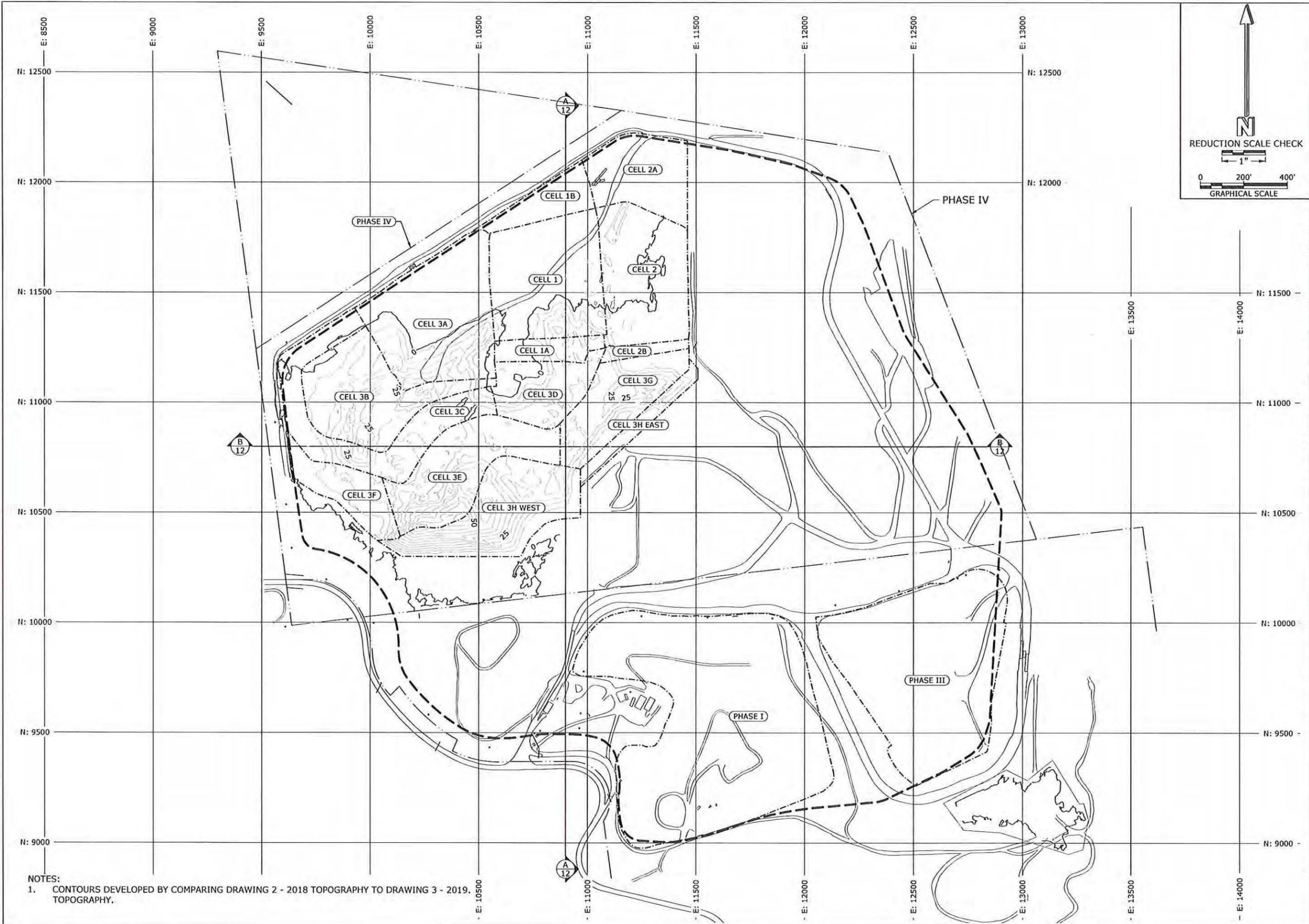
DATE: 7/28/2019



2019 CAPACITY REPORT
WASCO COUNTY LANDFILL
2550 STEELE ROAD
THE DALLES, OREGON

FINAL COVER GRADING PLAN

DRAWING NO. 7 OF 13



NOTES:
 1. CONTOURS DEVELOPED BY COMPARING DRAWING 2 - 2018 TOPOGRAPHY TO DRAWING 3 - 2019 TOPOGRAPHY.

VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

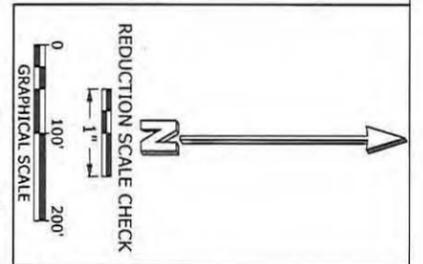
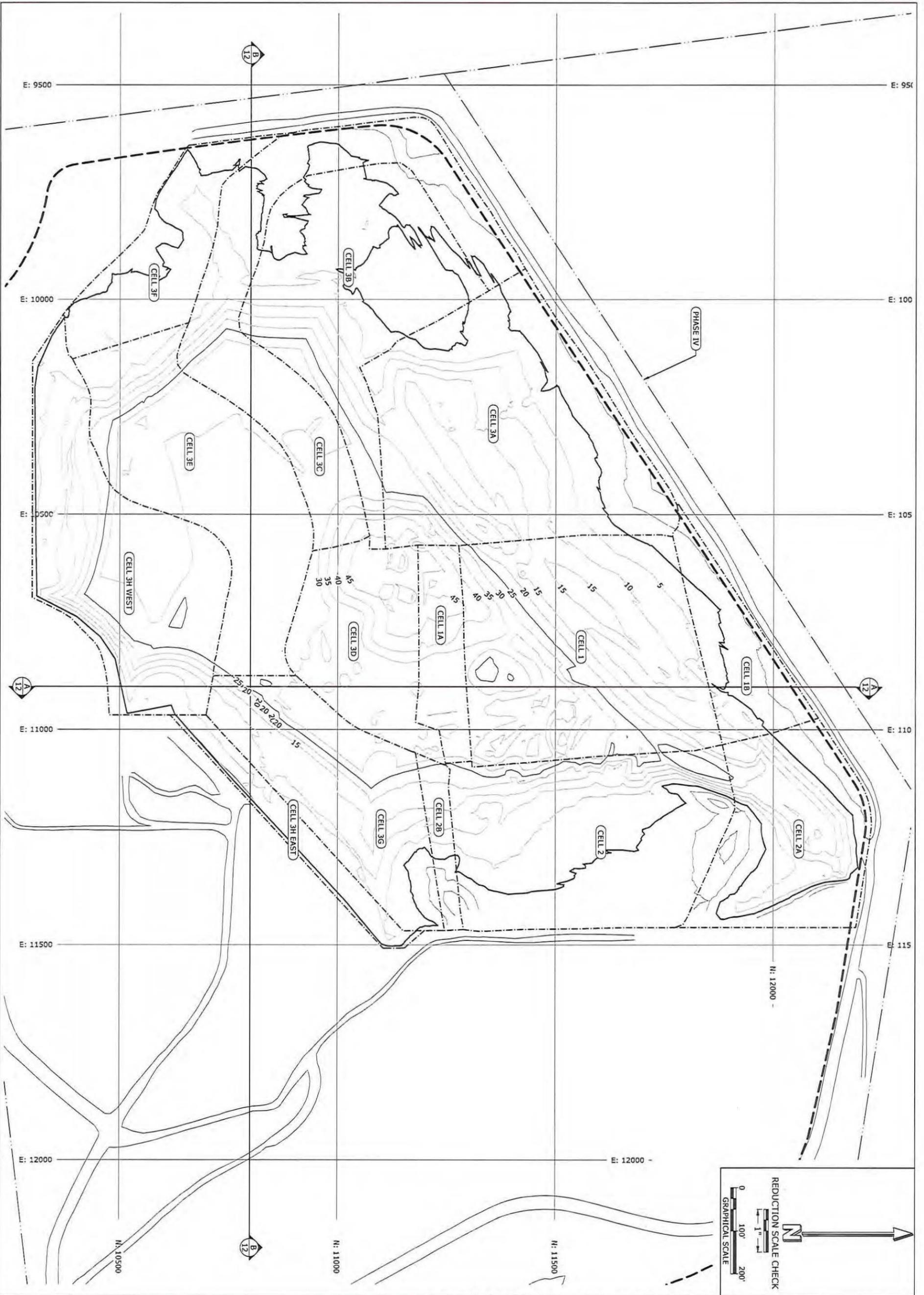
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
			RN	TJ	RN
1	7/28/19				

DATE: 7/28/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON
 2018 VS 2019 ISOPACH

DRAWING NO. 8 OF 13

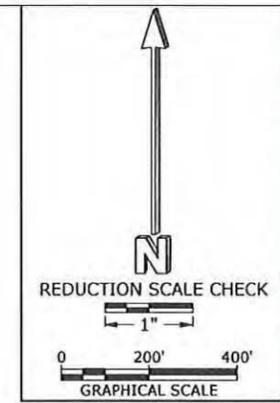
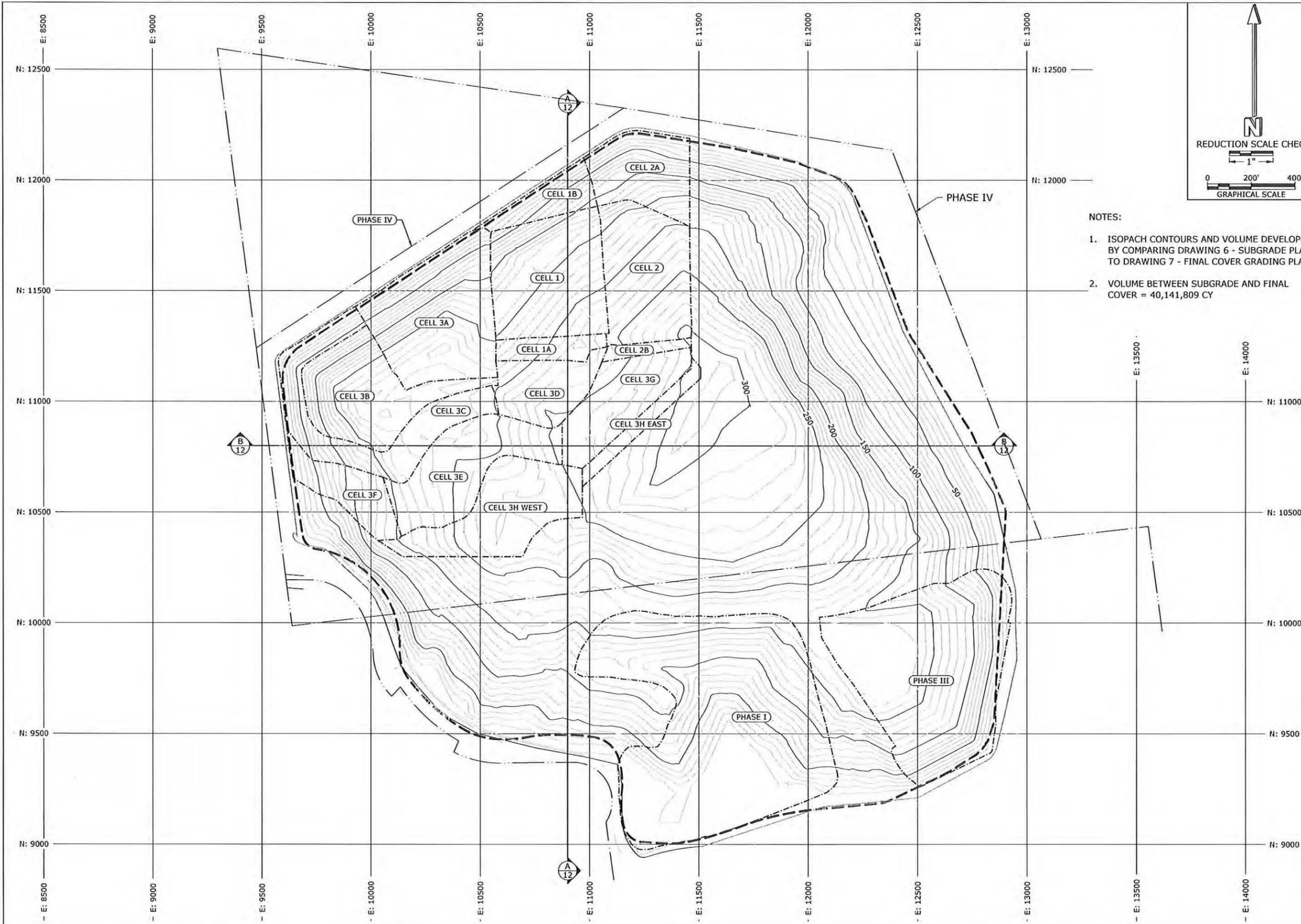


9	DRAWING NO.	2019 CAPACITY REPORT		REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
		WASCO COUNTY LANDFILL 2550 STEELE ROAD THE DALLES, OREGON		RN	TJ	RN	RN	RN	RN
OF 13	2019 TOPO VS INTERIM GRADES ISOPACH	DATE: 7/28/2019							

VISTA GEOENVIRONMENTAL SERVICES

311 B AVE., SUITE S
LAKE OSWEGO, OREGON 97034

PROJECT NO. 19-103



- NOTES:
- ISOPACH CONTOURS AND VOLUME DEVELOPED BY COMPARING DRAWING 6 - SUBGRADE PLAN TO DRAWING 7 - FINAL COVER GRADING PLAN.
 - VOLUME BETWEEN SUBGRADE AND FINAL COVER = 40,141,809 CY

VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
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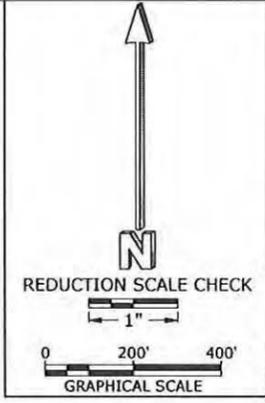
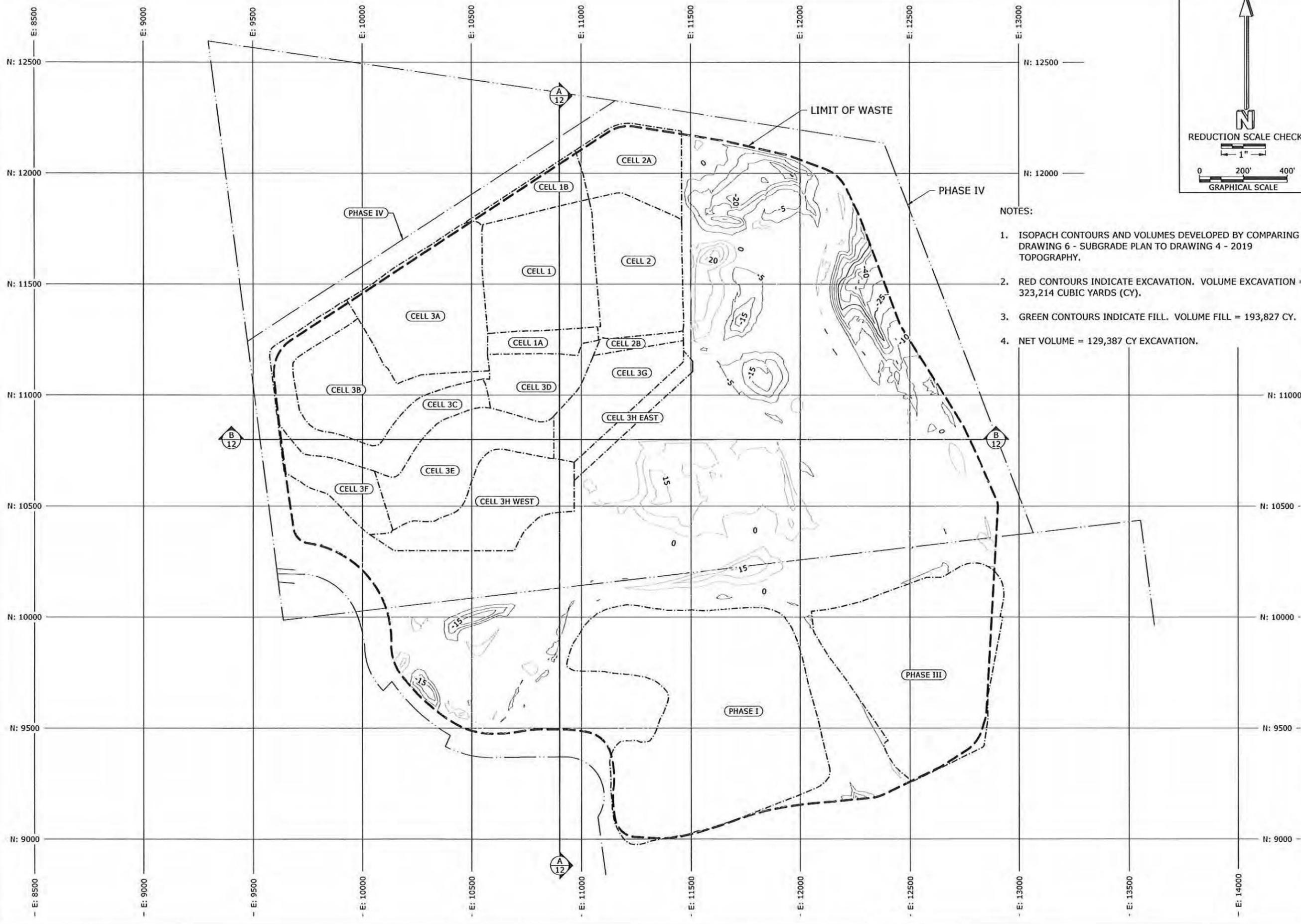
DATE: 7/28/2019

2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

SUBGRADE VS FINAL COVER ISOPACH

DRAWING NO. **10**

OF 13



NOTES:

1. ISOPACH CONTOURS AND VOLUMES DEVELOPED BY COMPARING DRAWING 6 - SUBGRADE PLAN TO DRAWING 4 - 2019 TOPOGRAPHY.
2. RED CONTOURS INDICATE EXCAVATION. VOLUME EXCAVATION = 323,214 CUBIC YARDS (CY).
3. GREEN CONTOURS INDICATE FILL. VOLUME FILL = 193,827 CY.
4. NET VOLUME = 129,387 CY EXCAVATION.

VISTA GEOENVIRONMENTAL SERVICES
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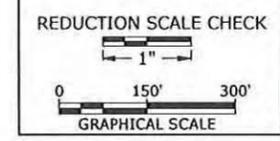
DATE: 7/2/2019



2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON

DRAWING NO.
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 OF 13

SUBGRADE VS 2019 TOPOGRAPHY OUTSIDE EXISTING CELLS



VISTA GEOENVIRONMENTAL SERVICES
 311 B AVE., SUITE S
 LAKE OSWEGO, OREGON 97034
 PROJECT NO. 19-103

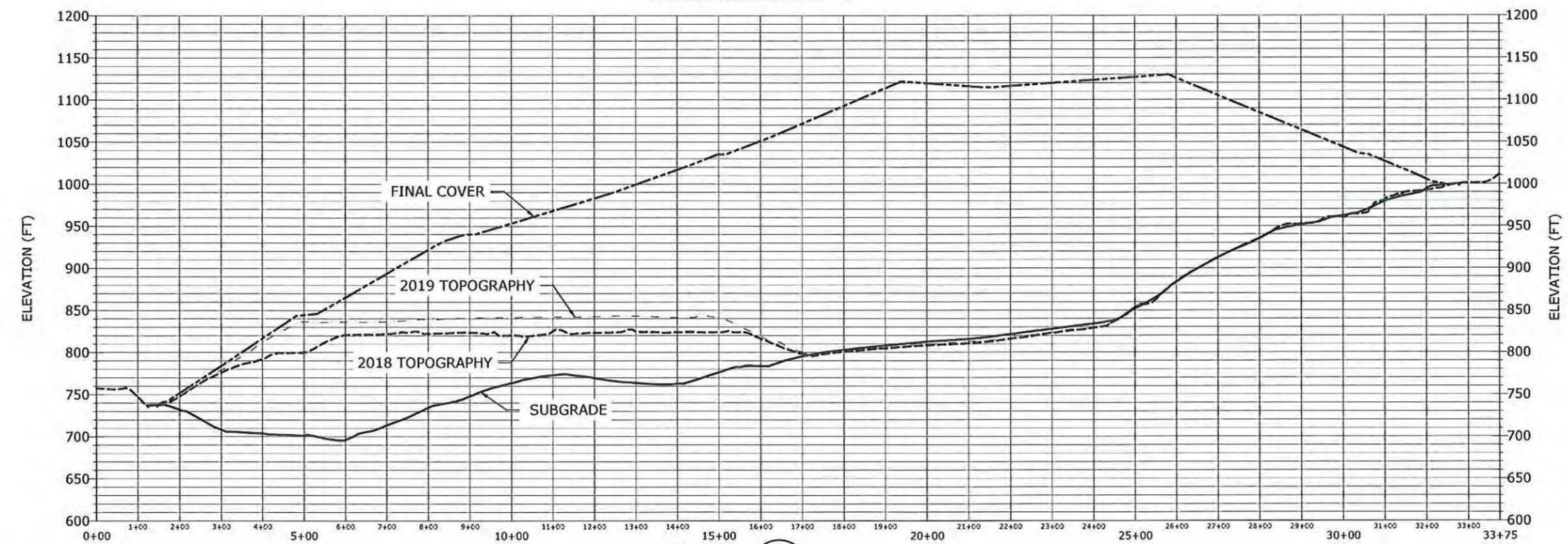
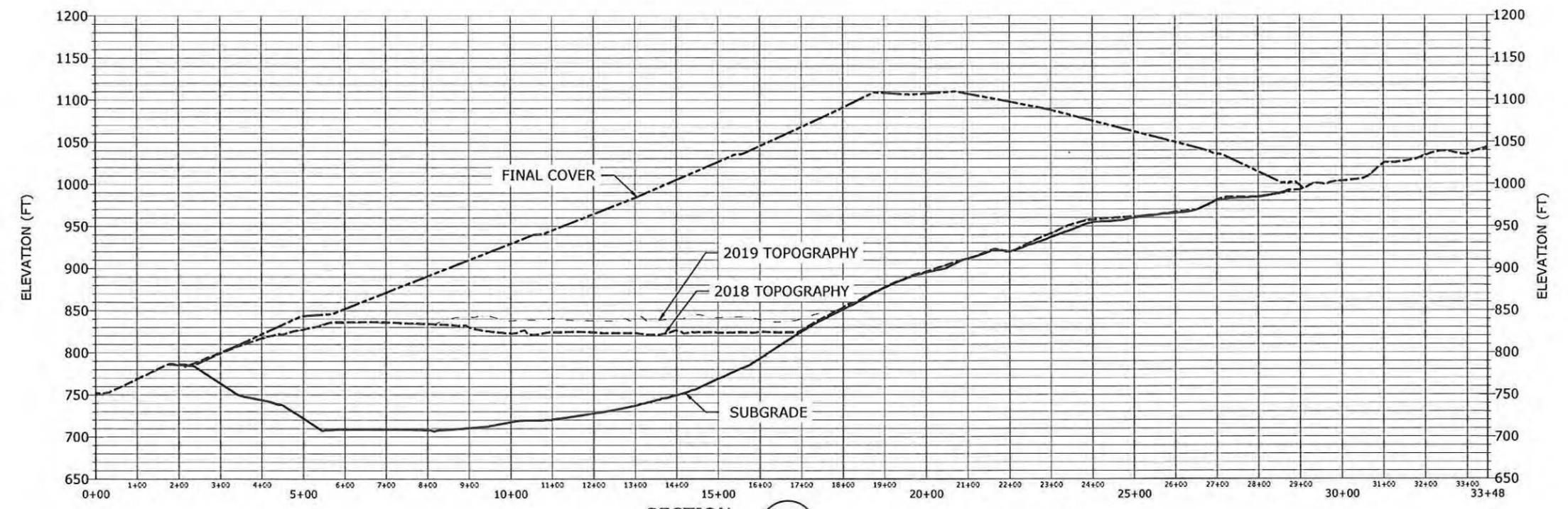
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
-	7/28/19	-	RN	TJ	RN
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DATE: 7/28/2019

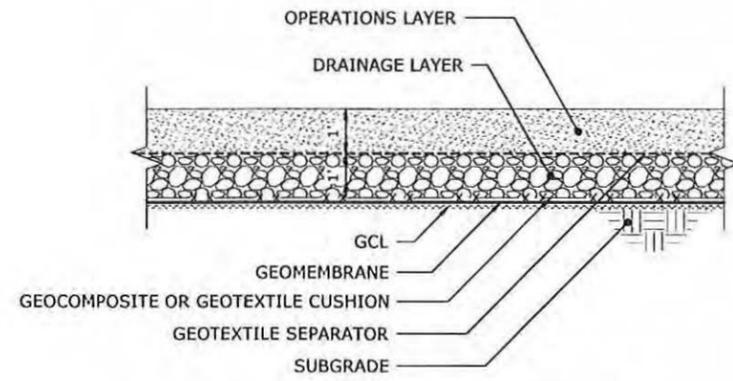


2019 CAPACITY REPORT
 WASCO COUNTY LANDFILL
 2550 STEELE ROAD
 THE DALLES, OREGON
SECTIONS A AND B

DRAWING NO.
12
 OF 13

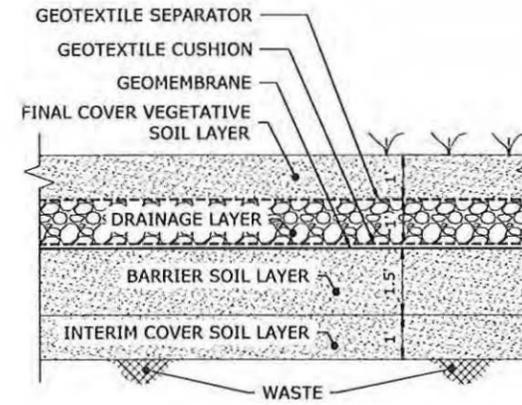


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NOTE: IN THE PHASE I AREA, THE LINER SYSTEM WILL BE CONSTRUCTED OVER EXISTING WASTE INTERIM COVER.

LINER SYSTEM DETAIL



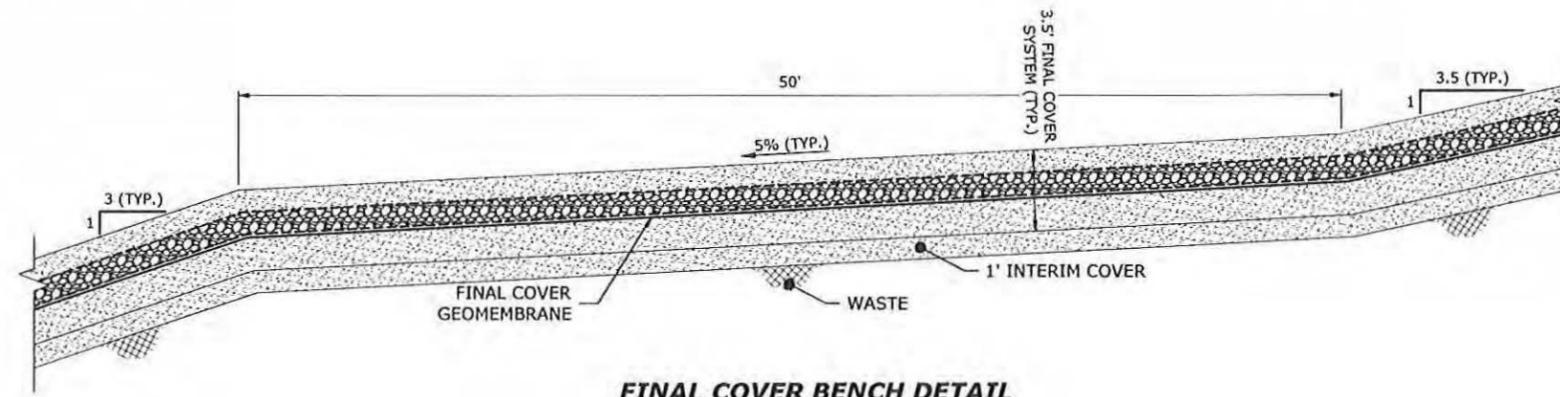
FINAL COVER SYSTEM DETAIL

REDUCTION SCALE CHECK
1" = 1'

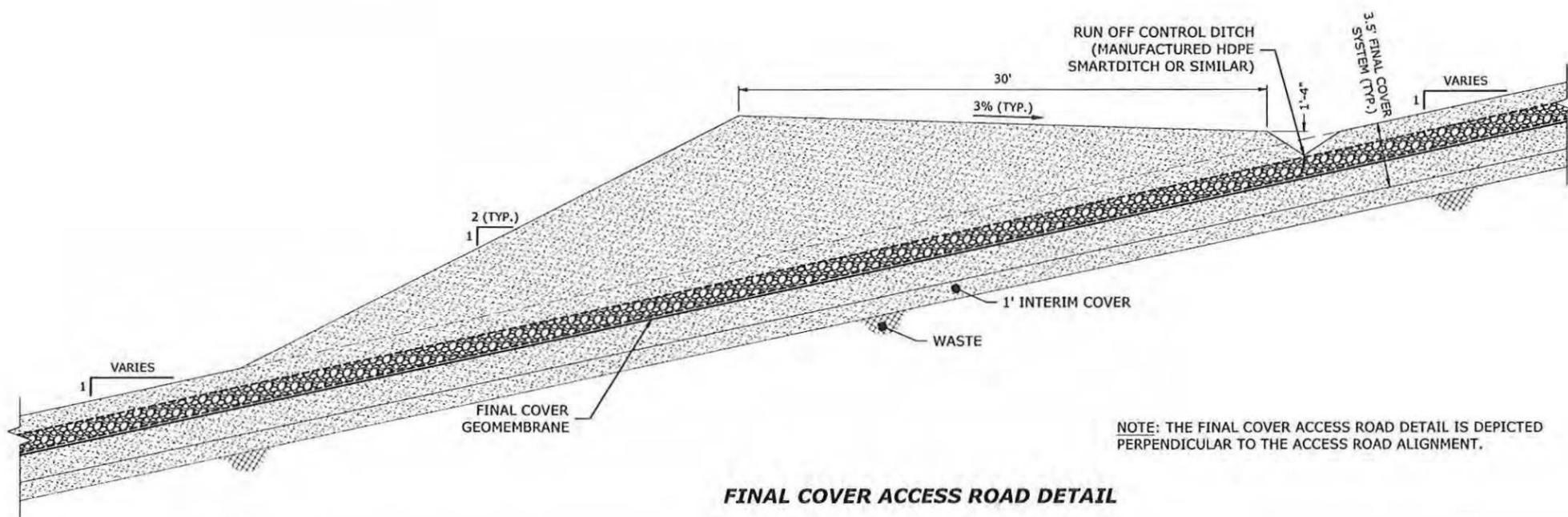
VISTA GEOENVIRONMENTAL SERVICES
311 B AVE., SUITE S
LAKE OSWEGO, OREGON 97034
PROJECT NO. 19-103

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
-	7/28/19	-	RN	TJ	RN
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DATE: 7/28/2019



FINAL COVER BENCH DETAIL



FINAL COVER ACCESS ROAD DETAIL

NOTE: THE FINAL COVER ACCESS ROAD DETAIL IS DEPICTED PERPENDICULAR TO THE ACCESS ROAD ALIGNMENT.



WASCO 2019 CAPACITY REPORT
WASCO COUNTY LANDFILL
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THE DALLES, OREGON

LINER AND FINAL COVER DETAILS