



AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 16, 2022

WASCO COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

9:00 a.m.	<p>CALL TO ORDER</p> <p>Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.</p> <p>Corrections or Additions to the Agenda</p> <p>Discussion Items: COVID Update; AOC Dues; LPSCC Appointments; Fee Schedule Policy (Items of general Commission discussion, not otherwise listed on the Agenda)</p> <p>Consent Agenda: 2.2.2022 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.)</p> <p>Public Comment at discretion of Chair</p>
9:30 a.m.	Public Road Dedication Hearing – Daniel Dougherty
10:00 a.m.	Household Hazardous Waste Search App – Morgaine Riggins
10:10 a.m.	Brownfields Grant Agreement – Matthew Klebes
10:20 a.m.	Potential Refund Credit Requests – Jill Amery
10:30 a.m.	MCCFL/Youth Think Opioid MOU – Debby Jones
10:40 a.m.	Public Works Equipment Purchase – Arthur Smith
10:50 a.m.	Navigation Center – Kenny LaPoint
BREAK	
2:00 p.m.	Work Session
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



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This meeting was held on Zoom

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

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

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner

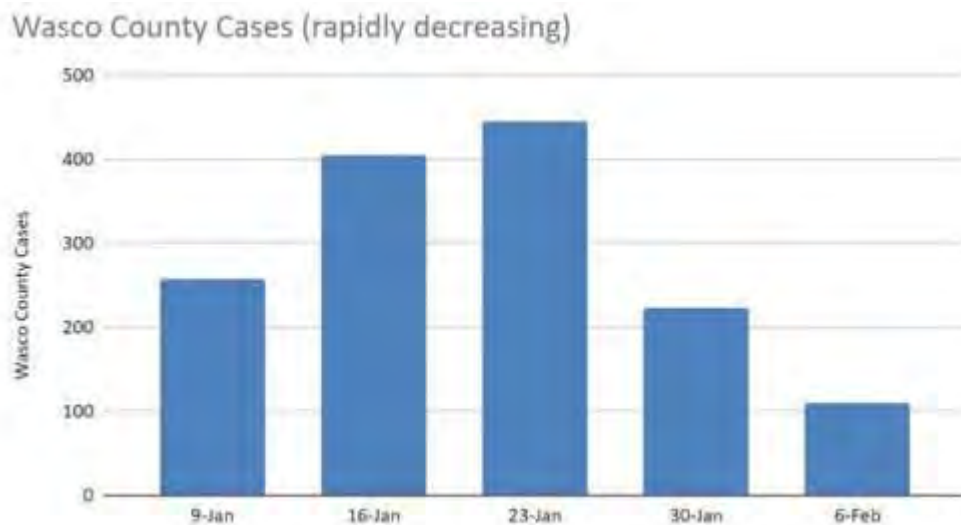
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Changes to the agenda: Vice-Chair Kramer asked to add a possible letter to the Courthouse Security Task Force to the Discussion list.

Discussion Item – COVID Update

Chair Schwartz said that NCPHD staff could not make today's meeting; she will provide a brief update in their stead. She stated that cases are rapidly declining in Wasco County with just over 100 cases reported for the first week of February.



Hospital capacity is slowly opening up. She said it is important to remember that we need to look at hospital capacity around the state as well as within our own region; you never know when you might be transferred to a hospital outside of our region.

Region 6 Hospital Capacity

7/10 ICU Beds Occupied

44/50 Non-ICU Beds Occupied

Chair Schwartz reviewed a number of other updates seen below. She urged everyone to continue masking until the hospital numbers come down.

- Case counts and hospitalizations continuing to drop statewide and countywide
- Testing
 - NCPHD testing volume down significantly
 - Distributing 5220 COVID-19 home test kits to the community
- Vaccine
 - FEMA staffed vaccine clinic at old Griffith Motor building 2/21-2/28, daily 11-6, Ages 5+
 - Will begin offering COVID-19 vaccines 3+ at NCPHD Wednesdays & Fridays starting 3/2/2022
 - Little pediatric vaccine (6 mos-4 years) delayed - FDA wants more data
- Mask mandates
 - Indoor mask mandate to be withdrawn no later than March 31, 2022
 - Will NOT apply to healthcare facilities
 - Businesses will have to right to still require mask usage
 - State K-12 mask mandate revoked March 31, 2022
 - Individual districts may still opt to require masks
 - At this time we do not know what each of our school district will do

KEEP WEARING YOUR MASK UNTIL THE HOSPITAL NUMBERS GO DOWN!!

Commissioner Hege asked what the bench mark is for hospital capacity in regard to the mask mandate. Chair Schwartz replied that she has not seen that from the State but she believes it will be sooner than March 31st. The threshold

will be statewide rather than regional or by county.

Commissioner Hege commented that our local capacity is fairly small; incremental changes can have a big impact and can make for rapid changes.

Radio News Reporter Rodger Nichols asked how to get tests from NCPHD. Chair Schwartz answered that they are having drive-through pick-up events from noon to 1:00 p.m. today and tomorrow.

Discussion Item – Association of Oregon Counties Annual Dues

Ms. Clark explained that this is the annual invoice for membership in AOC which provides lobbying, support and training for Oregon Counties.

Commissioner Hege commented that AOC provides a great service and he wants to continue the membership. He stated that it is a significant amount of money for a very valuable service. Chair Schwartz agreed as did Vice-Chair Kramer.

*****The Board was in consensus to continue membership in the Association of Oregon Counties.*****

Discussion Item – LPSCC Appointments

Ms. Clark stated that the Local Public Safety Coordinating Council is very prescriptive in its membership composition. Two of the required positions were vacated due to retirements. Tara Koch, former Executive Director of Haven, previously occupied the position representing a community-based nonprofit organization providing services to victims of crime; with this appointment, Marcee Manning, current Haven Executive Director, will fill that position. In addition, Donna McClung, who held the non-voting position representing Oregon Youth Authority, retired; with this appointment, that position will be filled by Eric Barrera.

{{{Commissioner Hege moved to approve Orders 22-007 and 22-008 appointing Marcee Manning and Eric Barrera to the Wasco County Local Public Safety Coordinating Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Fee Schedule Policy

Chair Schwartz reminded the Commissioners that they had talked about this issue during last fall's Fee Schedule update process. Staff was tasked with developing a policy to provide guidance for updating the Fee Schedule Ordinance in order to ensure a more equitable, standardized process.

Vice-Chair Kramer commented that it is a straight-forward policy that can be modified as needed. Commissioner Hege agreed, saying that it covers what was discussed and makes it clearer.

Chair Schwartz agreed that it is a good starting point. She said she wonders about the “shall” in directing the fees to be adjusted by the CPI.

Mr. Stone responded that what the Board had asked for was a policy to adjust fees to trend with CPI. Some fees are determined by statute and cannot be locally amended.

Chair Schwartz asked if there is wiggle room in the policy, noting that it may not be appropriate for Community Correction fees, as an example, to be increased as much as other department fees.

Mr. Stone said that is the reason staff did not want a policy. However, it is the Board’s discussion and approval that sets the final fees.

Commissioner Hege said this is a good direction. What can happen is fees do not get raised incrementally on a regular basis and then suddenly need to be raised significantly which is problematic. He said it is good to identify what metric we are using to amend the fees.

Further discussion ensued regarding specific language contained in the policy.

{{{Commissioner Hege move to approve Policy 22-001 to guide updates to the Wasco County Uniform Fee Schedule. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Courthouse Task Force

Vice-Chair Kramer said we have presented to the Task Force regarding our planned remodel of the Wasco County Courthouse. They will decide on March 9th regarding the prioritization of courthouse projects around the state. We have until February 25th to submit updates to our proposals. Administrative Services Director Matthew Klebes has done an outstanding job; we are finalizing drawings along with a letter. He said he would like a letter from the Board to accompany that submission.

Commissioner Hege said he thinks it’s great and supports the letter. He asked about the funding from the state and any match requirements associated with that funding. Vice-Chair Kramer replied that we house Circuit Court in our building at no cost to them. AOC and the Oregon Justice Department are prioritizing the

list of requests to update courthouses around the state. Our proposal is for upgrades to the 1st floor, a second elevator and security entrances so that the courts have the security they need. Depending on where we land on the list, there will be a match needed. He said he has relationships with a number of the Task Force members and will be lobbying on our behalf. A unified letter from our Board will be helpful.

Commissioner Hege said that he fully supports a letter from the Board. He stated that the more detailed scope we have to provide, the better chance we have. Vice-Chair Kramer said that Mr. Klebes has the scope; we are just adding the fiscal information which we should have by Friday.

*****The Board was in consensus to send a letter supporting the submission to the Courthouse Task Force requesting funding for Wasco County Courthouse improvements.*****

Chair Schwartz asked how many projects are being considered. Vice-Chair Kramer answered that there are 8-10 on the list. Commissioner Hege added that there is a certain pot of money for this and they have to determine how to parse it out. Some counties have wanted full rebuilds costing \$100 million; ours will not be that big but will be significant for us. Chair Schwartz said that whatever we can do to make that happen, we should do.

Agenda Item – Public Road Dedication

Chair Schwartz explained that this request is for an existing road (to be named “Homestead Road”) to be dedicated into a public road of local access (not to be introduced into the county road maintenance system). The proposed road dedication will provide public access to residentially developed and developable properties associated with the preliminarily approved Pine Ridge Subdivision. The Planning File Number associated with the request is 921-21-000010-PLNG. The applicant is Austin Justesen. The proposed road will begin approximately 0.38 miles southwest of the Emigrant Street and Wamic Market Road intersection, approximately 0.24 miles southwest of the recently vacated Homestead Road entry point, and approximately 0.17 miles northeast of the Smock Road and Wamic Market Road intersection. The proposed road proceeds through property owned by Jonnie L. and Fred A. Justesen, and is specifically described as: Tax Lot: Township 4 South Range 12 East Section 14 B Tax Lot 400; Account Number: 11461; Zoned: Wamic Commercial and Wamic Medium Industrial Zones; and Tax Lot: Township 4 South Range 12 East Section 14 Tax Lot 400; Account Number: 11464, Zoned: Exclusive Farm Use (A-1) Zone. Per the

Wasco County Land Use and Development Ordinance, Chapter 2 – Development Approval Procedures, and Chapter 21 – Land Divisions, the tentative road plan was distributed to, reviewed and approved by the Wasco County Public Works Director and Planning Director. All of the applicable conditions required for public road dedication have been achieved, and the Wasco County Planning Director has submitted to the Wasco County Board of Commissioners this request to dedicate “Homestead Road” as a public road of local access.

Senior Planner Daniel Dougherty reviewed a slide presentation saying that this is a brief overview of the applicant’s public road dedication request. He noted that Arthur Smith, Wasco County Public Works Director, and Brad Cross, Wasco County Surveyor, are on hand to answer any technical questions the Board may have.

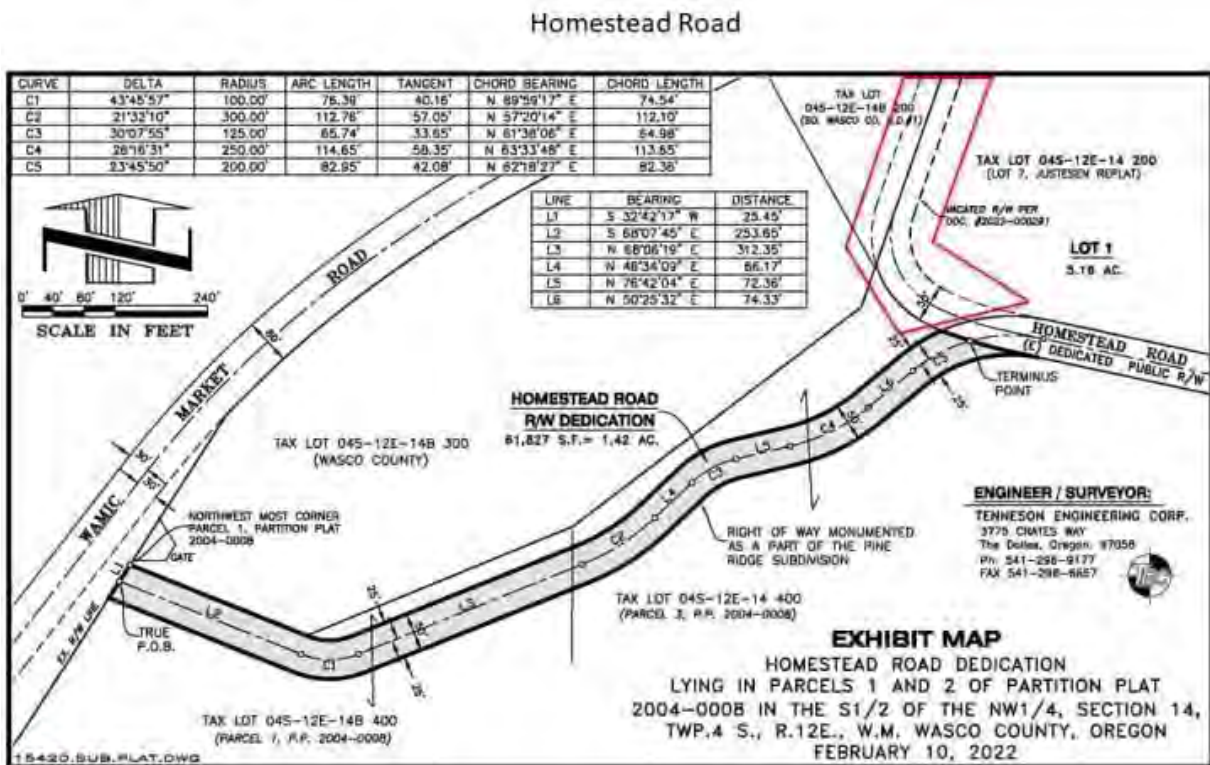
Mr. Dougherty reviewed the vicinity map of the road, noting that Chair Schwartz had already provided the specific location of the subject properties.



Mr. Dougherty went on to review the preliminary subdivision map, saying that the area highlighted in red was the segment of Homestead Road that was recently vacated in favor of the proposed dedication. The subject road connects with the existing “Homestead Road” which is already a publically dedicated road. The existing and proposed Homestead road will provide access to

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developed & developable properties, specifically, those lots proposed within the Pine Ridge Subdivision.



Vacated Segment (BOC Order #21-013)

Mr. Dougherty explained that per the Wasco County Land Use & Development Ordinance under Chapter 2 and Chapter 21, applicants seeking a Public Road Dedication not in conjunction with a subdivision shall submit a tentative plan to the Wasco County Planning Department where the Planning Director and Public Works Director shall review the plan for conformance, and with recommendations from the Public Works Director the tentative plan shall be approved and submitted to the Board for final approval.

In this case, the tentative road plan was submitted and reviewed by the Wasco County Planning Director, the Public Works Director, with assistance from the County Surveyor where the plan was found to be in substantial conformance; with the achievement of these seven specific recommendations, the final road plan is being submitted to the Board for final approval.

Recommendations Achieved

- Has met design standards required by Public Works
- Acquire Road Approach Permit (Approved January 26, 2022)
- Submit Preliminary Title Report (Received February 7, 2022)
- Deed of Dedication (Ready to Record February 15, 2022)
- Road Maintenance Agreement (Recorded February 15, 2022)
- Survey shall be reviewed by the Wasco County Surveyor
(Road Survey submitted with final Pine Ridge Subdivision Plat on February 11, 2022)
- Public Works will place road signs at developers cost

Commissioner Hege said this appears to be pretty straightforward. Vice-Chair Kramer agreed saying that it is a good thing for our community and we need to move forward.

{{{Commissioner Hege moved to approve Order 20-006 accepting the Dedication of a public access road lying 0.38 miles Southwest of the Emigrant Street and Wamic Market Road intersection and approximately 0.17 miles Northeast of the Smock Road And Wamic Market Road intersection, in The South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, to be named "Homestead Road": File Number 921-21-000010-Plng. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 2.2.2022 Regular Session Minutes

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

Chair Schwartz opened the floor to public comment. There was none.

Agenda Item – Household Hazardous Waste Search App

Chair Schwartz welcomed Morgaine Riggins to the Wasco County team, saying that this is the first time the Board has had her attend a meeting as a presenter. Ms. Riggins introduced herself as the Communications and Outreach Assistant for the Tri-County Hazardous Waste and Recycling Program. She explained that she was here to seek approval on the purchase of an app for their website's homepage. The Waste Wizard app is hosted by ReCollect and is a widely used by cities and waste management operations for recycling education and

information. This app allows us to personalize the information presented to users based upon their zip codes, providing them with recycling information accurate to their location in the Tri-County area. Users are able to type in an item they are unsure about and find out if it is recyclable, garbage, or hazardous waste, and where they can dispose of it. She said that the Steering Committee believes this app will help Tri-County residents get the recycling answer they are looking for, while giving us the ability to update the information in real time as the rules change. Ms. Morgaine showed a website already employing the app.

Commissioner Hege said that he looked at the app in use by another entity. He said that he likes it and wonders if it is web-based only or has an associated app. Ms. Riggins replied that it offers both options.

Commissioner Hege stated that he put in a commonly recycled item and the app provided no information about how it should be disposed of nor did it offer an alternative to get that information. Ms. Riggins responded that they can set up automated messages asking us to add items that people are searching for.

Commissioner Hege asked if the Steering Committee has reviewed this agreement. Ms. Morgaine replied that they approved it last week.

Commissioner Hege asked how we will know if it is successful; it is a lot of money and we want to make sure it is worth the investment. Ms. Riggins stated that they will get monthly metrics and they will be reviewing the program at the end of the year.

Commissioner Hege asked how much activity they are hoping to get. Ms. Riggins answered that they will do promotions to get the word out. There is a lot more activity on the website now that people have to make appointment for hazardous waste events, more people will see the app. It is hard to gauge how much it will be used.

Vice-Chair Kramer said that Ms. Riggins is doing exceptional work and is a great addition to the team. The Steering Committee approved this unanimously and the Tri-County Household Hazardous Waste Budget Committee recommended funding it. The millennial generation want apps and we need to embrace that to move forward.

Chair Schwartz said she agrees that we need all sorts of channels to get the word out; this is great. She asked about making appointments for hazardous waste events.

Ms. Riggins explained that especially in Hood River events get rushes with long wait times and then lulls when no one is dropping off waste. It was decided that registration would make the events more efficient and eliminate long waits for the customer. There are 10 spots for every 15 minute increment which translates to 200 slots available for each 1-day event.

Commissioner Hege asked what would happen if someone didn't know about registering in advance and just showed up. Ms. Riggins replied that they can be penciled into available spots; they will be lenient at the first couple of events and hopefully people will get the idea. Yamhill County has had a lot of success with this approach.

Vice-Chair Kramer pointed out that they have found people bringing in items that can be brought in every day of the week. The sign up has a list of the hazardous items that are to be turned in on event day; that will help with efficiency and wait time as well.

{{{Vice-Chair Kramer moved to approve the ReCollect Subscription Services Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Pubic Works Equipment Purchase

Public Works Director Arthur Smith reviewed the memo included in the Board Packet. He stated that our Gradall suffered a catastrophic failure last year; we have been able to limp through our work due to the generosity of Hood River County in loaning us their equipment which they need back.

Mr. Smith went on to say that the Portland dealer they have been working with has taken delivery of a Gradall they planned to use for limited rentals and demonstrations. Mr. Smith has continued to work with them and they have extended us the opportunity to purchase the equipment. He said that the funds are available in capital reserves, although not budgeted for this fiscal year. He noted that Senator Wyden was able to attach a 3-year extension of the Secure Rural Schools funding to a piece of legislation that passed. That will mean a net increase of approximately \$400,000 to the Public Works budget. We did not expect to receive that funding until next year; however we have learned that it will start in this current fiscal year which will offset most of the cost of this equipment.

Mr. Smith explained that the Gradall is under a Source Well contract which makes it a cooperative procurement under our contracting rules. That allows us

to purchase the equipment without going out to bid.

{{Vice-Chair Kramer moved to authorize the Public Works Department to expend approximately \$472,000 from the Road Equipment Fund to purchase a Gradall Hydraulic Excavator, Remote Highway Speed 6x4. Commissioner Hege seconded the motion which passed unanimously.}}

Commissioner Hege asked the estimated ship date. Mr. Smith replied that it is already in Portland and is available as soon as we can complete the transaction and pick it up.

Agenda Item – Brownfields Grant Agreement

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet. He said that this is to continue the process of making improvements to Annex A where NCPHD is located. The assessment work has been completed and we have submitted to Business Oregon for a grant to address the asbestos cleanup. It is a \$60,000 grant with a 10% match requirement; it is the maximum grant amount.

Commissioner Hege asked where the asbestos is located. Mr. Klebes replied that it is in the mastic beneath the carpet. The rest is encapsulated and will not be disturbed. There is also limited asbestos on the main floor in clinic rooms which are currently carpeted but should have linoleum flooring. In addition, there is some asbestos in the pipe wrap located in the basement. He said that he is hopeful that the bids will come in lower than the grant award.

Commissioner Hege observed that the work will have to be done when the clinic is closed. Mr. Klebes agreed saying that work areas will have to be sealed off; we will be using certified service providers.

{{Vice-Chair Kramer moved to approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Asbestos Cleanup at Annex A. Commissioner Hege seconded the motion which passed unanimously.}}

Agenda Item – Potential Refund Credit Requests

Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet.

Commissioner Hege asked if these assessments are done by the State. Ms. Amery replied affirmatively, saying that they are designated as utilities; they go through a lot of counties and are pretty complex to assess – the State has staff to

do that work.

Commissioner Hege asked if the State determines the value and then tells us how much to bill. Ms. Amery affirmed that process.

Vice-Chair Kramer stated he supports the request. He observed that he has seen these appeals take many years and asked how long they have to conclude the process. Ms. Amery noted that the Charter appeal took 10 years; however, the Tax Collector's Association had applied pressure - things have changed and continue to improve.

Chair Schwartz asked if the utilities pay us and we then set those funds aside. Ms. Amery confirmed, saying we have to pay them back with the interest earned on the account. If they lose their appeal, we distribute the funds with interest to the taxing districts. That is an improvement as we used to have to pay 13%-16% on those funds.

{{Commissioner Hege moved, pursuant to ORS 305.286, to set aside \$308,000 in Potential Refund Accounts representing an additional \$200,000 for Century Link and \$108,000 for Gas Transmission Northwest. Vice-Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – MCCFL/Youth Think Opioid MOU

Prevention Coordinator Debby Jones explained that this is similar to an agreement we signed with NCPHD to address this issue. One of the things that Youth Think took on was a peer mentorship partnership. We did that through Bridges to Change; they have notified us that they have a conflict that will not allow them to continue in that role for Youth Think. This agreement will allow for the work to continue through Mid-Columbia Center for Living (MCCFL). The Overdose Task Force is excited to be able to continue this work. We will see if funding is still available at the end of this year.

Chair Schwartz asked what BHRN stands for. Ms. Jones replied that it is for Behavioral Health Resource Network. She went on to say that certain drugs were decriminalized through legislation; those dollars go to prevention and treatment. We want to make sure the work is sustainable. Every County has a BHRN.

Vice-Chair Kramer added that \$302 million has been set aside; there are a lot of organizations that are eligible to receive the funding. In our region, \$8.7 million has been applied for. This goes hand in hand with the effort to provide services.

Ms. Jones clarified that the funds associated with this agreement are not associated with that granting program; we had \$32,000 we were using to pay for a program through Bridges to Change. We did not want to turn those dollars back and found an alternative provider to continue the work.

Commissioner Hege stated that he will be abstaining from the vote as he sits on both Boards entering the agreement.

{{{Commissioner Hege moved to approve the Memorandum of Agreement between Wasco County and Mid-Columbia Center for Living for Opioid Abuse Prevention Services. Vice-Chair seconded the motion which passed with the following vote: Chair Schwartz: yay; Vice-Chair Kramer: yay; Commissioner Hege: abstain.}}}

Ms. Jones said that the City of The Dalles and Wasco County are part of a mapping program where first responders can report when they come upon a suspected overdose and can include data on the use of Narcan. We use that as part of our emergency response plan – we may see a sudden spike here or nearby which will alert us to be on guard and more prepared. This gives us a chance to connect with High Drug Trafficking and they can investigate. She said she appreciates the City Police and County Sheriff’s willingness to support that effort. She reported that just last Saturday over 100 needles were uncovered at a Taylor Lakes cleanup. We want to look at that more closely.

Ms. Jones went on to explain that her big concern is that the main efforts of Youth Think are prevention. It is a fine line between prevention and harm reduction and we want to make sure that harm reduction does not usurp prevention; those two efforts need to go hand in hand. She noted that the County has applied for opioid settlement dollars; her hope is that the Board will look at those dollars for both efforts.

Agenda Item – Navigation Center

Mid-Columbia Community Action Council Executive Director Kenny LaPoint reviewed the presentation included in the Board Packet. He described how their work has expanded over the last year with a commensurate increase in staffing from 9 to 27. Services include housing, shelter, utility assistance and weatherization assistance to lower income and houseless community members. The primary funding comes from federal and state sources.

Mr. LaPoint reminded the Board that he presented to them a few months ago regarding the proposed Navigation Center. He noted that the Center will not just

provide housing services but will facilitate partnerships to support sustainable independence for their clients. He said the vision is a one-stop-shop; when people do not have means it is very difficult to travel all over town to find services. The agency partnerships are key to that vision.

Mr. LaPoint reviewed the site plan, saying that they will not use all of the land for the Center and maybe able to place permanent housing on the site as well. He said that there will be 50 people working at the center at any one time; they will plan adequate parking for staff and clients. At MCCAC's current location, there is no parking. In addition, the site will be staffed 24/7 and will have security systems; we want this to be an asset to the community and raise the level of care provided.

Mr. LaPoint reviewed the current and necessary funding for the project, saying that an additional \$50,000 has come in which leaves a \$3 million gap to complete the project. He stated that he is requesting a contribution from the County that will not only help to close the gap but will support grant applications which always have a better chance for success when community support can be demonstrated.

Chair Schwartz commented that it is great to see a Community Action Council that is truly in action.

Commissioner Hege asked about House Bill 4123. Mr. LaPoint said that it is still moving through the legislature. If it passes, it could provide operating funds. The bill establishes 8 pilot communities for coordination across counties and cities for homeless services. MCCAC submitted a letter of interest with the cooperation of local cities as well as Hood River and Wasco Counties. We were approved to be part of the legislation and if passed, MCCAC will receive \$1 million to develop a plan for sustainability, funding and direct services.

Vice-Chair Kramer noted that the \$1 million is over 2 years with a 5-year window to continue funding. He said he has reached out to Representative Smith who serves on Ways and Means and is a co-sponsor of the legislation. Vice-Chair Kramer stated that he is hopeful that it will pass.

Chair Schwartz said that no decision will be made today but this is a project that transects all areas of the county and supports progress in many areas of need.

Commissioner Hege asked how realistic a Community Development Block Grant (CDBG) would be. Mr. LaPoint replied that they have talked to the City of The

Dalles to submit on behalf of MCCAC; however, that has not been finalized. He said that he would prefer simpler sources of funding – CDBG programs have a lot of strings attached. He added that Business Oregon has vetted the project and they are excited and interested in it. It is a very different model than others around the state. He said that MCCAC is documenting the process so that it can be shared with other communities; if they want to invest, we can provide a blueprint.

Commissioner Hege asked if \$1.5 million would be the maximum. Mr. LaPoint replied that it would not but additional funding would come with additional strings. He added that he wants to make it clear that not all of the partner agencies would fully move into the center for their offices; many of the partner agencies would locate some staff there to connect clients to services but their main offices would not be abandoned. Commissioner Hege commended Mr. LaPoint for the great amount of progress he has made in a short span of time.

Chair Schwartz asked Mr. LaPoint to elaborate on two agencies of which the general public may not be aware – Oregon Human Development Corporation and Nch'I Wana Housing. Mr. LaPoint explained that the Oregon Human Development Corporation is statewide and provides services to LatinX and agricultural workers; it is a culturally specific organization. They have offices in both The Dalles and Hood River and would move their entire The Dalles office into the Navigation Center. They provide rental assistance, shelter and employment services.

Nich'I Wana Housing is new and led by Deb Whitefoot. They are currently in Hood River but would move their offices entirely to the Navigation Center. They are forming a 501-3C and are sponsored by a group out of Portland with a focus on providing services to Native Americans along the river.

Chair Schwartz asked if the pallet shelters would be moved onto the Navigation Center site. Mr. LaPoint responded affirmatively, saying that they know the pallet shelters cannot stay in the public right of way. He said that they are trying to create flexibility at the site and hope to work with the CGCC trades program to convert the pallet shelters into tiny homes.

Chair Schwartz asked if Mr. LaPoint anticipates adding additional staff beyond the current 27. Mr. LaPoint said that he does not anticipate further growth at this time; however, it is possible that additional resources would require more staff. Right now, staffing is appropriate and they continue to work with partner agencies to provide services. He said that his goal is to create stability and

sustainability. Right now, they are housed in a building that holds 27 staff and has only one bathroom.

Chair Schwartz called a recess at 11:25 a.m.

The Session resumed at 2:00 p.m.

Agenda Item – Work Session

Chair Schwartz outlined the purpose of a work session which is to provide the Commissioners an opportunity to discuss a variety of topics and share thoughts in a less formal environment. Decisions may be made at work sessions but in general, it is a time for discussion.

Administrative Services Organization

Ms. Clark explained that during a recent snow storm the Administrative Officer was on vacation and it became a little confusing as to who was in charge in his absence. Each of the Commissioners had asked to have this topic added to the Work Session list of topics.

Mr. Stone said that the snow storm was a unique situation. He stated that one of the things staff is working on now is a full evaluation of the Administrative Services Organization.

Commissioner Hege said that when our staff is on vacation, they should be on vacation. His preference would be to not bother the Administrative Officer when he/she is on vacation.

Mr. Stone pointed out that his position is unique and he can be called on when on vacation. He said that the Administrative Services Director is kind of the next one in line for Administrative Services; staff can go to him and if he/she needs the Administrative Officer, they can reach out.

Commissioner Hege said this may be a bigger discussion; since staff is looking at a reorganization of Administrative services, we might postpone this discussion.

Mr. Stone said that in the meantime, if the issue is related to staff, Human Resources is the go to; otherwise, the Administrative Services Director is the go to.

ADMINISTRATIVE OFFICER REVIEW PROCESS

Chair Schwartz said that according to Human Resources, the AO's last review was

in 2016. Vice-Chair Kramer stated that he did one as Chair in 2019; there should be a record of that with Human Resources.

Chair Schwartz went on to say that in the other organizations on whose boards she serves, it is not unusual for the Executive Director to not be reviewed. She said that she has found that using an outside resource provides a more thorough and effective review. She said she has already talked with Mr. Stone about using HR Answers to facilitate a 360° review; it has been extremely helpful for other organizations to use an outside provider. HR Answers provides that service and can develop a proposal. They will work with the Board and Mr. Stone for appropriate questions and consult on who the questions should go to. They do the legwork and collate the information; then the Board uses that data to perform a review.

Commissioner Hege said it is important that we do this and it is a positive step. It helps in every way. He asked if Chair Schwartz has an idea of how much it will cost.

Chair Schwartz replied that it has been around \$2,500; however, she has learned that \$2,500 only gets us so far. For a little more finished product it may cost as much as \$5,000. She said her recommendation would be to do this every few years with Board-only reviews during the years in-between.

Commissioner Hege said he can support that.

Vice-Chair Kramer said his only concern is HR Answers ability to do this in a timely fashion; he has heard they are pretty busy. Otherwise, he said he supports this.

Chair Schwartz said that she would talk to them about a time frame for the work.

CONFLICT OF INTEREST

Chair Schwartz explained that she thought it would be helpful for County Counsel to review what constitutes a conflict of interest as it seems to be a little confusing to know when to recuse or abstain from a decision.

County Counsel Kristen Campbell said that the letter of the law is if a Commissioner or close family member stands to personally gain personally and financially from any aspect of the transaction being considered, they must declare that and recuse themselves from the discussion and vote. If there is a potential to gain from the decision in the future, that should also be declared, but

does not preclude you from discussion or vote.

Further discussion ensued. Commissioner Hege said that in some cases it is a personal choice, rather than a requirement. The perception of conflict may inspire a commissioner to abstain even when it is not legally required. Other times, it may be just a matter of declaring the challenging circumstances and moving forward with discussion and vote. The most important thing is to disclose as transparency is important. He added that when legal counsel is present, if there is a question, it should be asked.

MENTAL HEALTH/PUBLIC HEALTH AUTHORITY

Chair Schwartz said there is confusion as to what authority sits with the County for Mental Health and Public Health. She asked Ms. Campbell to lead a discussion around that.

Ms. Campbell stated that there is statutory authority for counties to delegate their authority to provide mental health and public health services to a qualified agency. Wasco County has done that. The authority for mental health services lies with Mid-Columbia Center for Living; the authority for public health services lies with North Central Public Health District. The County's authority lies with their voting member on the Board of MCCFL or NCPHD. Further authority lies in the County's ability to withdraw from the entity and regain full authority. There are termination provisions in statute.

Vice-Chair Kramer said this may be a good time to spark a conversation about reeling authority back in and talk about what it would look like to have those entities as departments of the County. Our population is growing and we are on the teetering edge of where we may need to make a decision. Or maybe we do like the current arrangement but there is a better way to do it. We need to be fiscally responsible.

Further discussion ensued. Commissioner Hege noted that the Board for MCCFL has 3 members; whereas NCPHD has a larger Board which means each representative has less influence.

SHORT LEGISLATIVE SESSION

Vice-Chair Kramer said half the bills have died and we will have to wait to see what happens with the rest. House Bill 4044 for mental health should be watched; it will be helpful in the long run. The short session ends on March 7th.

IN-PERSON MEETINGS

Chair Schwartz said that the mask mandate will likely be lifted by the end of March. She asked what the thoughts are about going back to having in-person Board meetings in April.

Vice-Chair Kramer said he is fine with that. The hybrid model is here to stay and we want to keep an eye on that.

Commissioner Hege agreed saying that COVID or not; hybrid is a good thing as it allows for more public access.

*****The Board was in consensus to return to in-person Board meetings starting in April, 2022.*****

Chair Schwartz pointed out that the room is small so staff may still want to participate remotely. Mr. Stone agreed, saying that staff discussions are ongoing.

ARPA FUNDS DISTRIBUTION

Chair Schwartz pointed out that this has been an ongoing discussion. She asked Mr. Stone to briefly review to bring us up to date.

Mr. Stone said that President Biden signed the American Rescue Plan Act (ARPA) which allocated \$361 billion dollars, \$61 billion of which was to be distributed directly to counties. Wasco County's portion of that is \$5.1 million. There were specific areas targeted such as Public Health, negative economic impacts, replacing public sector revenue loss, water, sewer and broadband. We are a smaller award county with a little more leniency around how those dollars are spent. We have taken the position that we are replacing our revenue losses which places them in our General Fund and provides more flexibility in applying those funds to a project. We have demonstrated that we have sustained losses in a greater amount than what was awarded which means those dollars will not be general fund dollars.

Mr. Stone went on to say the question now is how we spend those dollars. There have been a lot of people asking for money, but internally and externally. The Board has a list of projects that we need to work on internally. The conversation today is around that. The total of all the requests exceeds the \$5.1 million many times over. He said he has also provided the Board with a possible matrix to help guide prioritization. The question is - are we going to use them for internal projects, external projects or a mix of both. All are worthy of consideration.

Chair Schwartz noted that there is no deadline for expenditure. Mr. Stone confirmed. Finance Director Mike Middleton clarified, saying that there are some limitations. The money cannot be used as pension payment, debt pay-down or a rainy day fund. We need to expend the money sooner rather than later so that it is not seen as a rainy day fund.

Commissioner Hege commented that the money is worth more now than it will be later. If there is a need now and we can do it now, we should.

Vice-Chair Kramer suggested that it might be better to wait until April to see what is coming out of the legislature as far as funding. He stated that from the beginning his position has been that we need to use these funds to bring our internal infrastructure up to date; we need to invest in ourselves to sustain services into the future. When we have done that, we can talk about community projects.

Commissioner Hege said that in general he agrees but he also believes there are other projects we can support. We have money in our reserves that we can use toward internal projects.

Chair Schwartz concurred saying that we do have a healthy reserve with projects in the queue. There is room in the budget to address some of the smaller projects. She said she would look at a hybrid approach to take care of the County needs and support some of the community projects. The project presented this morning transects so much of our community and would be helpful to other community organizations as well as businesses, not to mention the disenfranchised population. Homelessness and housing issues come up again and again in our community.

Commissioner Hege said that many times staff feel like they have not benefitted from enterprise zone (EZ) funds. When \$3.5 million was committed to CGCC, they may have felt that should have gone to internal projects. He said that some of the EZ funds have gone to build our healthy reserves. The first Google facility will come on the tax roll and increase all of our departments' budgets. The SIP will have initial taxes and also a community service fee. In the years ahead, we will see growth from those areas and have some additional resources. It is time to spend some of our reserves on the projects our staff has put forward.

Further discussion ensued around both internal and external funding as well as ARPA funds and reserves. Commissioner Hege suggested that a couple of the

internal projects are for funds that will be used to leverage additional funding; perhaps we should consider doing those now. Chair Schwartz noted that the same is true for the requested Navigation Center funding. She said that we can take a few weeks to ask more questions and come together in April to make those decisions. We have gotten our thoughts out and that was the purpose for today.

Mr. Stone said that there is a massive amount of money coming down the road in all sectors that will requiring match funding. He said that he hates to kick this down the road again – there are projects we need to grab now and get started on. At some point, we will miss funding opportunities.

Commissioner Hege said he would like to move now on the requests that support the repair/replacement of load limited bridges and repair/improvement of the Fairgrounds infrastructure. He noted that there will be a lot of money available but it can and often is oversubscribed. There should be no expectation that applications will automatically be successful. We need to define the project and have it shovel-ready and do whatever else we can to improve our chances for success.

Chair Schwartz said we should also consider the Navigation Center which will transect the entire county. The county has to show tangible support for that project in order for them to bridge their funding gap. We can give it over to staff to determine how the internal projects are prioritized.

Further discussion ensued around the merits and benefits of the various projects, both internal and external.

Mr. Stone suggested that the Board put \$1.1 million toward community projects and the rest toward County projects with the \$1.1 being applied to the requests from MCCAC for the Navigation Center; North Wasco Parks and Recreation District for the rehabilitation of Sirosis Park; and some to NORCOR for infrastructure repair and improvement. He said he can work with County departments for the remainder of the money to be applied to County projects.

Commissioner Hege said he can support that but would want all NORCOR partners to contribute equally. Chair Schwartz concurred, saying that she could also support Mr. Stone's proposal.

Mr. Stone said whatever the NORCOR need, we would take on 50% as that is our share of responsibility in the regional entity.

{{Commissioner Hege moved to take \$1.1 million of the ARPA funds to distribute to community projects and the remaining \$4 million to be applied to internal County projects. Vice-Chair Kramer seconded the motion which passed unanimously.}}

COMMISSIONER REPORTS

Commissioner Hege reviewed the Boards/Committees on which he serves or he attends meetings.

- One Gorge: an economic development agency
- The Dalles Chamber EDC: has not met for some time and may be disbanded
- County Land Future Planning: internal Wasco County group having a lot to do with the hospital and the Kramer Field Project
- NACo Community and Economic Development Work Force Committee: meets monthly
- AOC Legislative Committee: Monthly Meeting
- AOC Transportation: general participation
- AOC Economic Development: general participation
- AOC Health and Human Services: general participation
- Attend as many City Council Meetings throughout the County as possible
- NORCOR Alternate
- Eastern Oregon Caucus: weekly or bi-weekly meeting for many of the Eastern Oregon County Commissioners to meet with legislators on a phone conference
- District 57 Community Response Team: Representative Smith's monthly update for Counties in his district.
- Bi-State Fire and Recreational Insight: Led by Lynn Burditt, monthly meeting around recreation in the Gorge on both sides of the river; sometimes the focus is on fire response.
- Wasco County Broadband Advisory Team: just getting started
- Columbia Gorge Bi-State Renewable Energy Zone (CP Breeze): Meetings have slowed during COVID
- Mid-Columbia Center for Living: Chair; on the road to recovery; mental health services are challenging with a lot of funding streams that come and go at the whim of politicians; Wasco County staff has done an amazing job in helping to get MCCFL turned around in collaboration with the terrific staff at MCCFL.

WASCO COUNTY BOARD OF COMMISSIONERS
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- QLife: Intergovernmental Agency; served as President for many years; Lee Weinstein currently fills that role; agency is becoming bolder in investments and doing a lot more projects. Mr. Klebes has been very helpful.
- Community Outreach Team: Chair; regrouping after COVID; a lot of community agencies participate; Vice-Chair Kramer going to the annual COT trip to Washington D.C. to meet with legislators at the end of March
- Columbia Gorge Health Council Finance Committee: meets monthly and makes recommendations to the Council Board
- Lower Deschutes River Managers Group: Serve as local government representative – the remainder of the group is composed of state and federal agencies representatives for oversight, policies and permitting.
- Lower Deschutes River Interagency Implementation Team: basically the support group for the managers; developing information around issues the managers need to make decisions on. They also bring proposals to the Managers Group.
- Board of Property Tax Appeals: Chair – basically run the meeting with the other BOPTA members making determinations on values. This year there was only one appeal.
- North Central Regional Solutions Advisory Committee: Local groups meet with State agencies to talk about regional issues such as housing, loans, etc.
- Wasco County Investment Committee: Right now interest rates are so low, the County's investments are all in LGIP (Local Government Investment Pool).

Vice-Chair Kramer reviewed the Boards/Committees on which he serves or he attends meetings.

- Wasco County Board of Commissioners
- MCEDD: Vice-Chair of the Board
- MCEDD Executive Committee: Vice-Chair
- MCEDD Loan Advisory Board: Vice-Chair
- Mt. Hood Economic Alliance: partnership between Hood River, Clackamas and Wasco Counties acting a third party lender as a loan advisory board for MCEDD
- MCEDD Transportation Committee: attend meetings
- The Dalles Chamber: ex-officio member
- SIP Negotiating Team

WASCO COUNTY BOARD OF COMMISSIONERS
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- Soil and Water Conservation District: participating mostly in projects in the southern part of the county. Currently working on an underground water storage project on the 15 mile to collect winter flow water to be released and cool the stream during high temperature weather; this will help protect fish in the river.
- EOCA Legislative updates every Tuesday morning
- Meet with federal legislators' staff on a regular basis
- Local Public Safety Coordinating Council
- Tri-County Household Hazardous Waste Steering Committee: Chair
- Governor's Truth in Labeling Task Force: focusing on misleading and confusing claims by the chasing arrows labeling. Report due to the legislature in June.
- Governor's Oregon Recycling System Advisory Council: 3 year program to deal with extending producer responsibility and the modernization of plastics.
- Association of Oregon Recyclers Legislative Committee: Working on SB 1576 for mattress extended producer responsibility to get mattresses repurposed, recycled and out of the landfill
- CREA (Community Renewable Energy Association)
- Wy'East Resource and Economic Development Board: Member; Wy'East works in 6 counties – Deschutes, Jefferson, Crook, Sherman, Hood River and Wasco. Focus in on irrigation issues and electrification of farm equipment.
- Wasco County Forest Collaborative: Co-convener; fire fuel mitigation project in Rock Creek; just agreed to the 3,000 acre Five-Mile insect and disease clean up
- Columbia Gorge Resolution Center discussions
- COT – going to Washington D.C. as representative of that team
- AOC County Solutions: Co-Chair
- AOC District 3: Chair
- AOC Committees: attend all Governance & Revenue, Public Safety, Health & Human Services, Transportation & Community Development, Natural Resources, Veterans Committee meetings
- AOC Legislative Committee: member
- AOC Board of Directors: Member
- AOC Budget & Finance Committee: Member

Chair Schwartz reviewed the Boards/Committees on which she serves or she attends meetings.

- Mid-Columbia Housing Authority: Chair; working on property development/redevelopment; affordable housing project in Hood River
- MCCAC – Chair; you heard an update today
- Urban Renewal: Vice-Chair; recreation improvements in process; Tony’s building demolition project has received a grant for hazardous waste removal. Group will likely run out of funding in 2026 but have \$9 million right now for projects.
- NORCOR: Working on a new management structure with the help of AOC County Solutions. Looking at something that have three managers working together – a business manager, a juvenile manager and an adult manager. Hoping to hire a business manager in the next fiscal year. Also working on revisions to the bylaws and board structure to be just the 4 county commissioners without the sheriff’s or ex-officio juvenile detention representatives.
- Senior Advisory Council for CAPECo: Community Action Program based out of Umatilla County serving seniors with programs such as Meals on Wheels. It has been a bit of a bumpy road due to distance and unfamiliarity with our local needs – we continue to work through that.
- Mayor’s Homeless Coalition: working on the issues and finding ways to support the Navigation Center.
- Columbia Gorge Health Council: Member; working to make sure the Council is well aware of the importance of MCCFL in our communities.
- Veterans Advisory Committee: Member; Things have improved greatly since Elijah Preston has become part of that team as a part-time supervisor. We have two excellent Veterans Service Officers on that team. Mr. Preston has helped with organization and community outreach. There is now an outside entrance to the building’s bathroom which is a public restroom. There is a better relationship between MCCAC and the Veterans office to help veterans with housing.
- AOC Health and Human Services: Member
- AOC Veterans Committee: Member
- North Central Public Health District Board of Health: Chair; Gilliam County will be leaving as of June 30, 2022 – that will be a \$300,000 funding loss; have gotten some modernization dollars from the State which will help with the funding gap and do not anticipate lay-offs but more services to Sherman and Wasco Counties. Will have to have a new IGA for Wasco and Sherman County. Also will revise bylaws and contracts. Still focusing on COVID. Future discussions will be around possible structural changes.

Vice-Chair Kramer noted that expenses for Gilliam County will go away. Commissioner Hege said that likely there will still be some sort of shortfall, although it will not be the full amount of reduced revenue.

Mr. Stone asked that the Commissioners begin to think about how Wasco County interacts or integrates with MCCFL and possibly NCPHD. It is a conceptual discussion at this point, but would like Commissioners' individual feedback and ideas as far as structural alternatives.

Chair Schwartz adjourned the session at 4:37 p.m.

Summary of Actions

MOTIONS

- **To approve Orders 22-007 and 22-008 appointing Marcee Manning and Eric Barrera to the Wasco County Local Public Safety Coordinating Council.**
- **To approve Policy 22-001 to guide updates to the Wasco County Uniform Fee Schedule.**
- **To approve Order 20-006 accepting the Dedication of a public access road lying 0.38 miles Southwest of the Emigrant Street and Wamic Market Road intersection and approximately 0.17 miles Northeast of the Smock Road And Wamic Market Road intersection, in The South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, to be named "Homestead Road": File Number 921-21-000010-PIng.**
- **To approve the Consent Agenda – 2.2.2022 Regular Session Minutes.**
- **To approve the ReCollect Subscription Services Agreement.**
- **To authorize the Public Works Department to expend approximately \$472,000 from the Road Equipment Fund to purchase a Gradall Hydraulic Excavator, Remote Highway Speed 6x4.**
- **To approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Asbestos Cleanup at Annex A.**
- **To set aside \$308,000 in Potential Refund Accounts representing an additional \$200,000 for Century Link and \$108,000 for Gas Transmission Northwest.**
- **To approve the Memorandum of Agreement between Wasco County and Mid-Columbia Center for Living for Opioid Abuse Prevention**

Services.

- **To take \$1.1 million of the ARPA funds to distribute to community projects and the remaining \$4 million to be applied to internal County projects.**

CONSENSUS

- **To continue membership in the Association of Oregon Counties.**
- **To send a letter supporting the submission to the Courthouse Task Force requesting funding for Wasco County Courthouse improvements.**
- **To return to in-person Board meetings starting in April, 2022.**

Wasco County
Board of Commissioners



Kathleen B. Schwartz, Commission Chair



Steven D. Kramer, Vice-Chair



Scott C. Hege, County Commissioner



DISCUSSION LIST

[NCPHD COVID UPDATE](#)

[AOC DUES](#) – Kathy Clark

[LPSCC APPOINTMENTS](#)– Kathy Clark

[FEE SCHEDULE POLICY](#) – Kathy Clark



DISCUSSION ITEM

NCPHD COVID-19 Update

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



DISCUSSION ITEM

AOC Dues

[INTRODUCTORY LETTER](#)

[INVOICE](#)

[DESCRIPTIVE NARRATIVES](#)



January 24, 2022

Chair Kathy Schwartz
Wasco County

Dear Chair Schwartz,

Thank you for your membership in the Association of Oregon Counties (AOC). We are honored to have Wasco County as a member of AOC!

AOC programs and services provide counties with opportunities and support to engage in innovative and transformational county solutions, enhance the public's understanding of county government, and exercise exemplary leadership in public service.

AOC strives to deliver members with innovative solutions and programs to save you money, time, and resources, as well as elevate your work in your counties. Below are just a few of the many benefits available to AOC members in 2022:

- **Save Money with CIS.** CIS continues to partner with AOC to provide Oregon's counties with the best coverage at the best price. Property insurance, general liability, workers' compensation, employee benefits, risk management, legal defense, loss prevention, and claims management are all offered to AOC members at very competitive rates.
- **Leverage Relationships with County Partners to Find Solutions.** County Solutions provides commissioners, judges, chairs, and county staff with capacity and support to convene stakeholders to address complex issues and complete challenging projects in your communities.
- **Learn Best Practices Across the State.** Participate in AOC's Membership Exchange Program designed to provide commissioners, judges, and chairs the opportunity to connect with their peers, build relationships, and learn best practices and innovative solutions from counties throughout the state.
- **Engage on the State and Federal Levels.** AOC provides a path to nomination to state and national boards, commissions, and task forces.

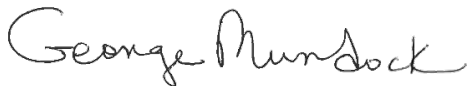
With our timely advocacy for county interests in Salem and through the National Association of Counties (NACo) in Washington, D.C., we provide counties with a collective voice on issues facing Oregon's diverse needs. Advocacy efforts range from community and economic development and transportation to health and human services and veterans, to natural resources and public safety. In addition, these efforts include specialty advocacy issues like federal land management. In 2021, AOC successfully worked with key stakeholders to:

- Secure \$144.1 million for county courthouses.
- Strengthen Oregon county-based human service systems with a historic \$4 billion investment in the key public and behavioral health, housing, and overall human service resources.
- Develop comprehensive wildfire policy and secure \$220+ million investment for risk, recovery, and response.
- Secure full funding for community corrections, including program expansion.
- Secure \$120+ million in broadband investments.
- Sustain veterans funding, including resources for county veteran service officers.

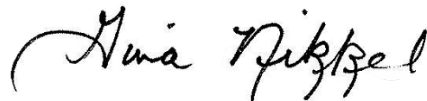
We hope you will engage with AOC in 2022. There is no better way to shape our state advocacy efforts than to join a steering committee. Committees are open to all AOC members, and we urge you to get involved. We continue to see record levels of participation in our steering committees and hope this trend will continue. We also hope to see you at our Annual Conference in Eugene in November.

Please be sure to take advantage of all that your membership has to offer. We are here to help. AOC values your continued participation and membership.

Thank you,



George Murdock
President, AOC
Commissioner, Umatilla County



Gina Firman Nikkel, Ph.D.
Executive Director, AOC

UNITED COUNTIES. UNITED OREGON.

Wasco County		Invoice no. 2022 AOC
TO: kathys@co.wasco.or.us	CC: scotth@co.wasco.or.us stevek@co.wasco.or.us tylers@co.wasco.or.us kathyc@co.wasco.or.us matthewk@co.wasco.or.us	For the period of: Jan. 1 - Dec. 31, 2022

Description (see page 3 for descriptive narrative on dues categories)	Amount
AOC General Fund Dues*	\$19,636.01
CFTLC (Council of Forest Trust Land Counties) Dues ** (\$0.00 indicates membership not applicable)	\$-
CFTLC Special Voluntary Assessment Dues (voluntary dues, \$0.00 indicates membership not applicable)	\$-
Federal Land Management Subcommittee (\$0.00 indicates membership not applicable)	\$1,693.05
Total amount due:	\$21,329.06

**payment of dues marked required for AOC membership*

***payment of dues marked required for CFTLC membership*

Please direct inquiries to:

Fiscal Services
Email: accounting@oregoncounties.org
Phone: 503.585.8351

Please submit check payment along with a copy of this invoice to:

Association of Oregon
Counties 1212 Court Street
NE
Salem, OR 97301-4181

Invoice – Continued

Invoice no. **2022 AOC**
For the period of:
Jan. 1 - Dec. 31, 2022

Description Narrative for Dues

AOC General Fund Dues* (required for AOC membership)

General fund dues support legislative advocacy and policy development, educational opportunities and meetings, member communications, and technical assistance, as well as AOC's core operational expenses including finance, insurance, utilities, and supplies.

Dues are calculated using a tiered base fee determined by population. The remaining dues are divided in half, with 50 percent allocated towards the county's share of assessed value, and 50 percent allocated towards the county's share of population. Figures used to determine these calculations are obtained from the Department of Revenue and Portland State University (PSU) Population Research Center (updated by AOC every three years). The formula is capped so no county will pay more than 20 times the lowest base fee (\$10,000 in 2022). Dues increase annually by 3 percent. Increases of 3.1 percent to 5 percent can be implemented annually with approval from the AOC Board of Directors. Increases of 5.1 percent or more require approval from the AOC membership.

In 2022, dues have been increased by 5 percent as approved by the AOC Board of Directors in May 2021. In addition, the updated dues structured as been applied – which increases the base fee for all counties.

Council of Forest Trust Land Counties (CFTLC) Dues** (required for CFTLC voting privileges)

CFTLC dues finance the activities of the CFTLC, created to represent the interests of the 15 Oregon counties that contain forest lands administered by the State Department of Forestry. These dues support advocacy and professional services to promote and protect the counties' interests in Oregon's forest trust lands. Dues are based upon an approved budget and comparative forest trust land acreage by county.

In 2022 dues have increased by 5 percent as approved by CFTLC member in November 2021.

Council of Forest Trust Land Counties (CFTLC) Special Voluntary Assessment Dues (voluntary dues)

CFTLC special voluntary assessment dues enables CFTLC to retain critical specialized contract services to protect counties' interests in the forest trust lands. The assessment is based on the CFTLC dues formula described above.

In 2022 dues have increased by 5 percent as approved by CFTLC member in November 2021.

Federal Land Management Subcommittee Dues (voluntary; required for voting privileges)

Federal land management subcommittee assessment dues are directed to advocacy on federal land management issues. Funds allow AOC to coordinate with other national efforts, obtain professional services, and conduct communications campaigns on federal legislation. Dues are based on the county share of the latest annual national forest receipts payments or successor safety net payments.

In 2022, no dues increase has been assessed.



DISCUSSION ITEM

Local Public Safety Coordinating Council Appointments

[STAFF MEMO](#)

[ORDER 22-007 APPOINTING MARCEE MANNING TO LPSCC](#)

[ORDER 22-008 APPOINTING ERIC BARRERA TO LPSCC](#)

[MOTION LANGUAGE](#)



LPSCC

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Date: February 3, 2022

To: Wasco County Board of County Commissioners

From: Molly Rogers, MJM – Chair
Wasco County Local Public Safety Coordinating Council

Re: Appointments for the Wasco County LPSCC

The Council is requesting the following updates for the membership for the Wasco County Local Public Safety Coordinating Council (LPSCC). These updated appointments maintain the statutory requirements cited in ORS 423.560

- Oregon Youth Authority Supervisor, **Eric Barrera**. Eric is stepping to the position currently held by Donna McClung, who is retiring from the Oregon Youth Authority.
- Representative of a community-based nonprofit organization serving victims – **Marcee Manning**. Marcee has stepped into the role of Director of HAVEN and will be serving in the currently vacant position.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MARCEE MANNING TO THE WASCO COUNTY PUBLIC SAFETY COORDINATING COUNCIL

ORDER #22-007

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Marcee Manning is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position as a representative of a community-based nonprofit organization that provides services to victims of crime.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marcee Manning be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2024.

DATED this 16th day of February, 2022.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF ERIC BARRERA AS A NON-VOTING MEMBER OF THE WASCO COUNTY PUBLIC SAFETY COORDINATING COUNCIL

ORDER #22-008

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

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Donna McClung has stepped down from her position on LPSCC prior to the end of her term; and

IT FURTHER APPEARING TO THE BOARD: That Eric Barrera is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council as a non-voting member representing the Oregon Youth Authority.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Eric Barrera be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council to complete Donna McClung's term which expires on December 31, 2022 and to further to complete for a full term to commence on January 1, 2023 and expire on December 31, 2025.

DATED this 16th day of February, 2022.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



MOTION

SUBJECT: LPSCC Appointments

I move to approve Orders 22-007 and 22-008 appointing Marcee Manning and Eric Barrera to the Wasco County Local Public Safety Coordinating Council.



DISCUSSION ITEM

Fee Schedule Policy

[STAFF MEMO](#)

[POLICY 22-001 ESTABLISHING A FEE SCHEDULE POLICY](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Fee Schedule Policy

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: FEBRUARY 8, 2022

BACKGROUND INFORMATION:

During the 2021 Fee Schedule process (9.15.2022/10.6.2021) as well as at a work session (9.29.2021), the Board discussed formalizing the process of adjusting County fees through a policy. The policy developed by staff is intended to provide general guidance to departments while still allowing the Board some latitude in setting fees.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER A POLICY TO GUIDE UPDATES TO THE WASCO COUNTY UNIFORM FEE SCHEDULE

Policy 22-001

PURPOSE: To standardize review of and increases to Wasco County's Uniform Fee Schedule Ordinance.

- I. Wasco County shall review the Uniform Fee Schedule annually in July.
- II. All fees shall be adjusted according to the Consumer Price Index for the Western Region of the United States.
- III. Fees may be increased beyond the Consumer Prices Index rate if justification can be demonstrated to the Board of County Commissioners.
- IV. The Amended Fee Schedule Ordinance shall be presented to the Board of County Commissioners for approval annually in September to achieve an effective dates in the first week of January of the following year.
- V. This policy does not preclude updates to the Uniform Fee Schedule, approved by the Board of County Commissioners, at other times of the year as needed.

DATED this 16th day of February, 2022.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



MOTION

SUBJECT: Fee Schedule Policy

I move to approve Policy 22-001 to guide updates to the Wasco County Uniform Fee Schedule.



CONSENT AGENDA

[MINUTES: 2.2.2022 REGULAR SESSION](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 2, 2022

This meeting was held on Zoom

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

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

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner

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

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Lone Pine Plat

Wasco County Assessor & Tax Collector Jill Amery reviewed the memo included in the Board Packet. She explained that this is part of a planned unit development and will add 16 new lots. County Surveyor Brad Cross added that this is the final phase of the development. He commented that it is pretty rare to have waterfront lots; it is a great asset to the community.

Commissioner Hege said that he is happy to see this development move forward.

Discussion Item – MCEDD IGA Amendment

Ms. Clark explained that when the MCEDD IGA was approved last year it included \$25,000, in addition to base funding, to be used for special projects yet to be defined. Mr. Stone had asked that the County and MCEDD work together to outline expectations for the use of those funds. He and MCEDD Deputy Director of Business Development Carrie Pipinich have agreed upon a scope of work; this amendment formalizes the agreement.

Vice-Chair Kramer observed that this is in line with our goals and has enough flexibility to be responsive to changing needs. He added that our work history and relationship with MCEDD inspires his support of this agreement.

Mr. Stone added that he is very appreciative of the work done by MCEDD.

{{Vice-Chair Kramer moved to approve Amendment 1 to the 2021/2022 MCEDD/Wasco County Intergovernmental Agreement. Commissioner Hege seconded the motion which passed unanimously.}}

Discussion Item – COVID Update

North Central Public Health District Executive Director Shellie Campbell said that with the new Omicron variant, we have seen more cases in January than in previous months – close to 1,000. Many positive home tests are not being reported so the numbers are skewed. NCPHD is working on that and releasing modified data as a result. They are still doing testing daily as is One Community Health. The Oregon Health Authority did some testing in Dufur in response to an outbreak. The FEMA bus is coming to The Dalles on February 21 to do a week of walk-in vaccinations for people aged 5 and older; they will be open from 11 a.m. to 6 p.m. daily. The bus is fully staffed and self-contained.

Ms. Campbell went on to say that they will be receiving 5,000 test kits for in-home testing and will be working with community partners for distribution of those kits. Kits will also be available through local pharmacies.

Commissioner Hege asked when we might be able to hold in-person meetings again. Ms. Campbell replied that they follow CDC and OHA modeling. Although there is a little downhill movement in the numbers of cases, we really want to see the hospitalization numbers go down. We may be looking for the end of March to see a wind down, but that does not necessarily mean we can safely return to in-person meetings.

Vice-Chair Kramer asked Ms. Campbell to review current guidelines. Ms. Campbell responded that there has really been no fundamental changes – practice social distancing, wear a mask in public spaces, stay home if you are sick, get vaccinated and boosted and wash your hands. If tested positive, quarantine for 5 days and mask for 5 days. KN95 and N95 masks are recommended over cloth masks.

Chair Schwartz commented that our numbers last week were close to 500 – they are not going down. We are seeing some plateauing and decrease around the state, but that is not necessarily happening in the rural areas.

Chair Schwartz said she wanted to congratulate Public Health Officer Dr. Mimi McDonnell for her selection as The Dalles Chamber Woman of the Year; she

certainly deserves that honor. She said she is proud of the community for honoring her. Ms. Campbell added that it certainly brought a lot of sunshine for the NCPHD staff.

Chair Schwartz pointed out that there is a website where people can learn about guidelines if they test positive: [Oregon.gov/positivecovidtest](https://oregon.gov/positivecovidtest) or you can call the COVID Positive Test Support Line 866.917.8881

Discussion Item – Gambling Prevention Subcontract

Prevention Coordinator Debby Jones said that this is the agreement for a program she outlined at the last Board Session. This is an effort that has historically been done entirely by Mid-Columbia Center for Living. They will still implement the treatment portion of the grant program but have asked us to implement the prevention portion of the grant program. She said that she is happy to do that as it fits in with the work she is already doing. She pointed out that a piece of the agreement is to work with Sherman County by supporting their new hire in getting their prevention certification.

Commissioner Hege asked if there will be any additional staff needed to implement this agreement. Ms. Jones replied that there will not be a need for additional staff; it will actually give us more bandwidth for what we are already doing in outreach efforts. There are some requirements for us to get more up to date on gambling addiction which is work we have already been trying to do.

Vice-Chair Kramer observed that this is a small step in the bigger picture. He said he wholeheartedly supports this effort.

Chair Schwartz asked if this will be for adults and youth. Ms. Jones said that they will do outreach through the schools and then engage in messaging that will target both adults and children.

{{{Commissioner Hege moved to approve the Professional Services Contract between Mid-Columbia Center for Living and Wasco County through its Youth Think program for gambling prevention services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Planning Commission Appeal Hearing

At 9:30 a.m. Chair Schwartz reopened the Board of Commissioners Quasi-Judicial Appeal Hearing on agenda item 921-19-000193-PLNG, A National Scenic Area

request decided upon by the Planning Commission for the following: A new dwelling and structures to support the proposed farm use of raising approximately 13 goats. Specifically, this request includes:

- (1) New Single Family Dwelling (1,889 SF footprint, 50'L x 40'W x 24'H);
- (2) Accessory Buildings (1,500 SF footprint, 50'L x 40'W x 24'H);
- (3) Agriculture Structures: approximately 5,000' of 4' H wire mesh fence (6' fence posts) enclosing three areas on either side of the driveway for livestock pens; approximately 900' of moveable electric fence to protect a wetland; and a 50' diameter moveable round pen; and
- (4) Retroactive review of an unlawfully placed well to serve the residential use and a new 12'L x 12'W x 12'H well house with 1,000-gallon water cistern, and driveway.

The property involved is described as Map & Tax Lot: Township 2 North, Range 11 East, Section 11, Tax Lot 2200. The Tax Account Identification Number: 327.

The criteria for approval of the land use decision includes the following chapters within the National Scenic Area Land Use and Development Ordinance for Wasco County (NSA-LUDO): Chapter 2 - Development Approval Procedures, Section 2.050.C.1 Appeals of a Planning Commission Decision; Section 2.170 Review by the County Governing Body; Chapter 3 - Basic Provisions, Section 3.130 "A-2" Small Scale Agriculture Zone (GMA Only); Chapter 4 - Supplemental Provisions, Section 4.040, Off-Street Parking; Chapter 11 - Fire Safety Standards; and Chapter 14 - Scenic Area Review.

The proposed development must comply with applicable provisions contained in the Management Plan for the Columbia River Gorge National Scenic Area. Generally, unless otherwise noted, if a request is found to be consistent with the NSA-LUDO it is considered consistent with the Management Plan.

This will be a de novo hearing, conducted as a new hearing before the public. New evidence or testimony will be accepted to fully and fairly address significant procedural or substantive issues raised.

Chair Schwartz explained the procedure to be followed:

- a. Disclosure of Interest, Ex Parte Contact or Potential Conflicts (see below)
- b. Reading of the Rules of Evidence (see below)
- c. Planning department staff will present their report

- d. The appellant will then have the opportunity to testify
- e. The applicant will have an opportunity for rebuttal
- f. Those who wish to speak in opposition of the proposal
- g. Those who wish to speak in favor of the proposal
- h. Questions by Commissioners of staff, proponent, or opponent
- i. Close the hearing and record and begin deliberation (only Commissioners, or staff if questioned, may contribute to this discussion)

Chair Schwartz asked if any commissioner wished to disqualify themselves for any personal or financial interest in this matter; or if any commissioner wished to report any significant ex parte or pre-hearing contacts. There were none.

Chair Schwartz asked if any Commissioners have conducted a site visit to the subject property. There were none.

Chair Schwartz explained the Rules of Evidence as follows:

- a. No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.
- b. Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.
- c. Testimony and evidence must be directed toward the criteria applicable to the subject hearing or to criteria that the party believes apply to the decision.
- d. Failure to raise an issue with sufficient specificity may preclude raising it before the Land Use Board of Appeals.
- e. Failure to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow Wasco County to respond to the issue precludes an action for damages in circuit court.

Chair Schwartz asked staff to present their report. Senior Planner Daniel Dougherty reviewed the report included in the Board Packet using a slide presentation (attached).

Mr. Dougherty corrected the record regarding the Rules of Evidence, saying that it may be precluded from appeal to the Gorge Commission as it is in the National Scenic Area. He outlined the request submitted by the applicant. In accordance with the underlying zone, the use is allowed subject to conditions of approval. The application was approved with conditions on June 24, 2021. The request aligns with the fundamental purpose of the A2 small scale agriculture zone which

is to “protect and enhance small scale agricultural lands for agricultural uses” as outlined in the National Scenic Area Land Use and Development Ordinance.

Mr. Dougherty reviewed the site plan maps pointing out the purpose of each.

1. Most detailed to address criteria for planner review.
2. Addresses setback standards
3. Outlines fencing layout, delineated wetlands and proposed buffer; setbacks.
4. Demonstrates location of existing vegetation.

He displayed a satellite imaging map with the forest and wetlands shown along with the location of existing structures and proposed structures.

Mr. Dougherty went on to address the grounds of the appeal which are outlined in the attached slide presentation. Appeal grounds, staff analysis and staff recommendations for each of the grounds were as follows:

Appeal Grounds #1

“Appeal 1 - Request that the approval of 900’ of moveable fence not be approved

- *There is an absence of documentation of a development request for 900’ of moveable electric fence therefore there should be no approval.*
- *There is no land use ordinance that allows the approval of a development application that is not specifically requested.*
- *The inclusion of additional elements in the approval that were not described in the development request does not allow involved parties to adequately participate in the process.”*

Staff Analysis #1

- NSA-LUDO Section 1.200 provides specific definitions for fencing:
 - *Fence (Protective) & Fence (Site-Obscuring)*
- NSA-LUDO has no standards for movable objects (moveable fencing)
 - *Agricultural Structure/Building*
- Moveable objects (900’ of fencing) are permitted without review
 - Not substantive & No Notice of Administrative Action required

Staff Recommendation #1

Staff recommends the Wasco County Board of Commissioners dismiss this

ground for appeal.

Appeal Grounds #2

“Appeal 2 - The language of approval of 900’ of movable fence remove any reference “to protect the wetland”. It is already protected by the fixed wire woven fence described in the amended application.”

Staff Analysis #2

- Reference to and Additional Commentary concerning the moveable fencing
- NSA-LUDO Section 1.200 provides specific definitions for fencing:
 - *Fence (Protective) & Fence (Site-Obscuring)*
- NSA-LUDO has no standards for movable objects (moveable fencing)
 - *Agricultural Structure/Building*
- Moveable objects (900’ of fencing) are permitted without review
 - Not substantive & No Notice of Administrative Action required

Staff Recommendation #2

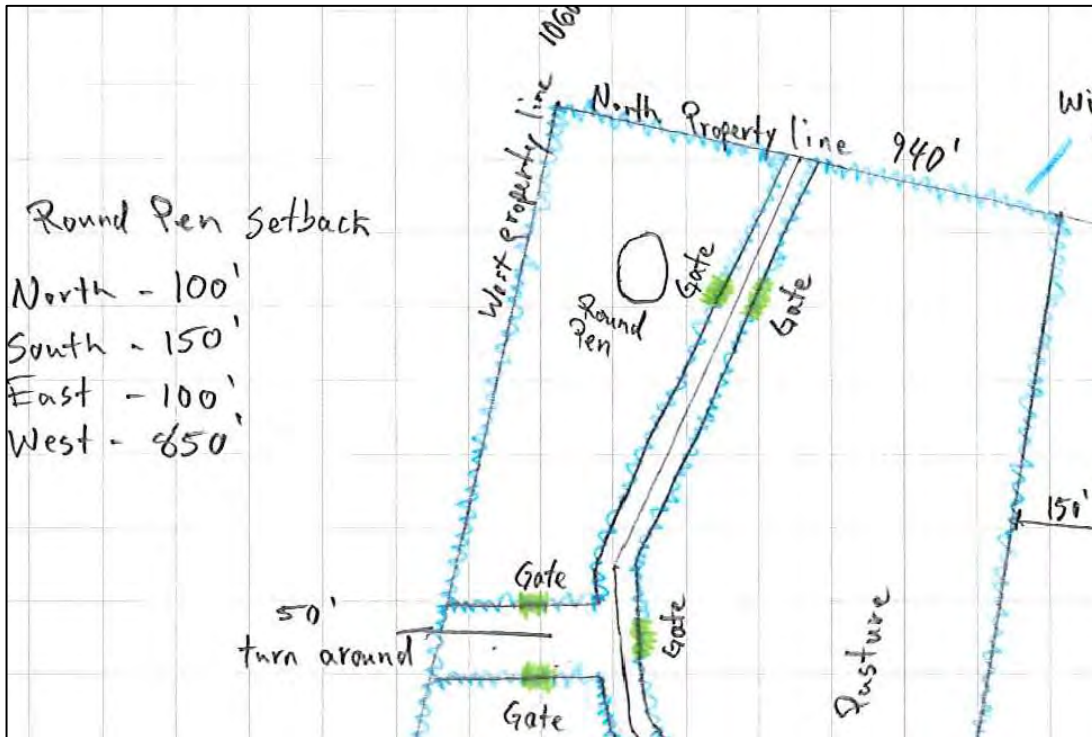
Staff recommends the Wasco County Board of Commissioners dismiss this ground for appeal.

Appeal Grounds #3

“*Appeal 3 - The decision to include only a 100’ setback requirement of the structures in the proposed development is incorrect it should be modified based upon a 250’ setback based upon the suitability of my property for orchard activity, and the absence of a continuous vegetative parrier (Sic).”*

Staff Analysis #3

- All reviewable structures meet agricultural setback criteria
- Non Reviewable Movable Livestock Pen is 100’ from north adjacent Property Line

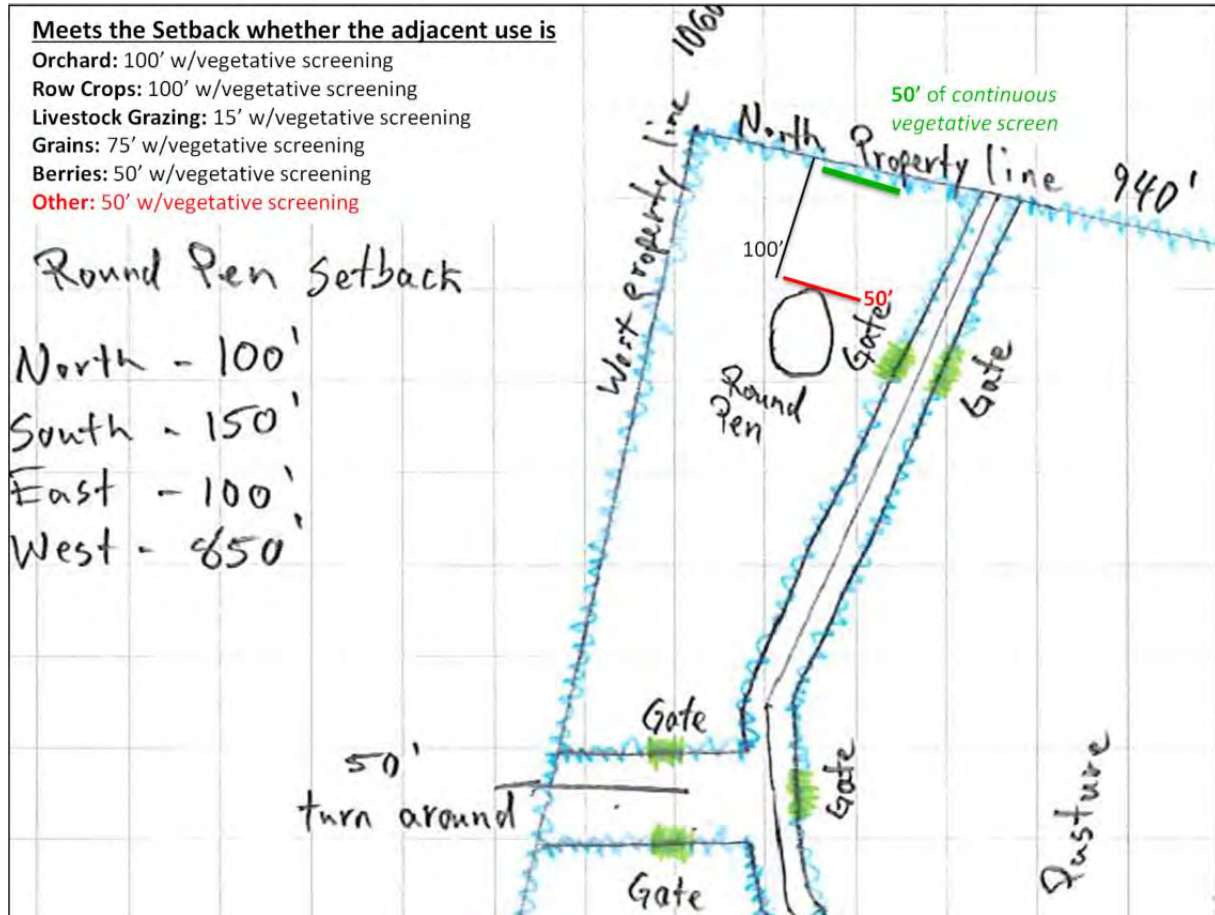


- *Subsection 3.130.G.3: Agricultural Setbacks - In addition to the general setback standards listed in criterion 2 above, all new buildings to be located on a parcel adjacent to lands that are designated Large-Scale or Small-Scale Agriculture and are currently used for or are suitable for agricultural use, shall comply with the following setback standards:*

Adjacent Use	Open or Fenced	Natural or Created Vegetation Barrier	8 foot Berm or Terrain Barrier
Orchards	250'	100'	75'
Row crops/ vegetables	300'	100'	75'
Livestock grazing, pasture, haying	100'	15'	20'
Grains	200'	75'	50'
Berries, vineyards	150'	50'	30'
Other	100'	50'	30'

- Earth berms may be used to satisfy, in part, the setback guidelines. The berm shall be a minimum of eight (8) feet in height, and contoured at 3 to 1 slopes to look natural. Shrubs, trees and/or grasses shall be employed on the berm to control erosion and achieve a finished height of fifteen (15) feet.*
- The planting of a continuous vegetative screen may be used to satisfy, in part, the setback guidelines. Trees shall be 6+ feet high when planted and reach an*

ultimate height of at least fifteen (15) feet. The vegetation screen shall be planted along the appropriate lot/parcel line(s), and be continuous.



“Appeal 3 - The decision to include only a 100' setback requirement of the structures in the proposed development is incorrect it should be modified based upon a 250' setback based upon the suitability of my property for orchard activity, and the absence of a continuous vegetative parrier (Sic).”

Staff Analysis #3

- All reviewable structures meet agricultural setback criteria
- Movable Livestock Pen is 100' from north adjacent Property Line
- North adjacent property used for or suitable for “Other” use
- Continuous vegetative screen along development line & property line
- Placement of livestock pen meets all Ag. setback standards with vegetative screen

Staff Recommendation #3

Staff recommends the Wasco County Board of Commissioners dismiss this ground for appeal.

Mr. Dougherty stated that staff recommends approval of the request as submitted by the applicant with conditions of approval.

Vice-Chair Kramer noted that the dimensions for the dwelling and accessory building do not add up to what was mentioned. He asked if that is a scrivener's error. Mr. Dougherty said that it is likely a scrivener's error – the accessory building is 1,500 square feet.

Vice-Chair Kramer asked what the Planning Commission's vote was when they heard the appeal. Mr. Dougherty replied that there were no "nays."

Commissioner Hege asked about our authority regarding wells. Mr. Dougherty explained that the NSA considers it an ag structure. Planning does not review wells outside of the Scenic Area. He said that as he understands it there was an existing well sunk in violation. This application will correct that.

Commissioner Hege asked if the hole that is the well and the pump house are separate. Mr. Dougherty replied that the NSA LUDO considers the actual hole a ground disturbance while the pump house is an ag accessory building and the pump an ag structure. He said that if an applicant can demonstrate that the ground was previously disturbed, there may be an opportunity for an expedited review or no review. The review within the Scenic Area is for new ground disturbance.

Commissioner Hege asked if the application corrects the violation. Mr. Dougherty replied affirmatively saying that from his understanding that was the driving force behind the application. Mr. Lopez had begun construction of a well which was identified as a violation by our Codes Compliance Officer. That alerted Mr. Lopez for the need to file an application for the development of the property.

Commissioner Hege asked if we have communication with Oregon Water Resources regarding the installation of a well. Mr. Dougherty replied that they are on our general notification list but the well is not within our purview once we have issued the permit. Planning Director Kelly Howsley-Glover stated that we do notify Oregon Water Resources Department along with DEQ and North Central Public Health District regarding these applications. She added that it is important that the Board consider only the items on appeal and nothing else; the well is not part of the appeal.

Chair Schwartz asked the appellant if he wished to present any testimony for consideration.

Joseph Czerniecki, 1054 Courts Drive, Mosier, Oregon, presented testimony using a set of slides.

Appeal 1 - Request that the current approval of 900' of moveable fence not be approved

Mr. Czerniecki commented that all fencing is basically moveable. There should be an opportunity for adjacent landowners to participate and understand the type of fencing to be used. Standards cannot foresee all circumstances in which case basic intent should be followed. In addition, moveable fencing is unnecessary as there is already 150 feet of fixed fencing to protect the wetland.

Appeal of the decision to allow 900 ft of moveable fence

- Two levels of Appeal
 - Appeal of the process of approval (Appeal 1)
 - which eliminates the ability of adjacent landowners to comment
 - Appeal of the justification used for the approval (Appeal 2)
 - The staff report suggests that because there are no existing rules that govern moveable fencing it should be allowed outright

Appeal #1

(Appeal 1)

Appeal of the process of approval - which eliminates the ability of adjacent landowners to comment

Amended Application - sent to adjacent landowners (May 20,2021)

- “Scenic Area Review of a 1,889 Square Foot (SF) (50’Lx40’Wx24’H), two story single family dwelling, a 1,500 SF (50’L x 30’W x 24’H) accessory structure for a shop and storage, and retroactive approval of an unlawfully placed well to be housed in a proposed 100 SF (10’L x 10’W x 12.5’H) pump house. **The request includes a 4’ H wire fence on the eastern portion of the property, 150’ away from the identified wetland.** The request also includes raising 12 goats on the property, and rotating them to different portions of the property on an annual basis. A 50’ diameter portable round pen will also be utilized.....”
- There is no language that includes moveable fencing

Staffing Report: Regarding Amended Application (June 24,2021)

- Scenic Area Review of a new dwelling and structures to support the proposed farm use of raising approximately 13 goats. This request includes:
 - (1) New Single Family Dwelling (1,889 SF footprint, 50’L x 40’W x 24’H)
 - (2) Accessory Buildings (1,500 SF footprint, 50’L x 40’W x 24’H)
 - (3) Agriculture Structures: approximately 5,000’ of 4’ H wire mesh fence (6’ fence posts) enclosing three areas on either side of the driveway for
 - livestock pens; approximately 900’ of moveable electric fence to protect the wetland; and a 50’ diameter moveable round pen.
 - (4) Retroactive review of an unlawfully placed well to serve the residential use and a new 12’L x 12’W x 12’H well house with 1,000 gallon water cistern, and driveway.
- This description of the Amended Application in the staffing report includes the moveable fence which was not included in the initial application. There is a mismatch.

SUMMARY

- The approval of the development application with the 900' of moveable electric fence should not be allowed.
 - The description of the development request in the amended application does not match the development request in the staff report.
 - Because the amended application did not include moveable fence there was no opportunity for comment.
 - **Wasco county development standards require that adjacent landowners have an opportunity to comment.**

Appeal #2

(Appeal 2)

Appeal of the justification used for the approval

The staff report suggests that because there are no existing rules that govern moveable fencing it should be allowed outright

Justification

- The staffing report of appeal argues that moveable fencing does not require approval because the development standards do not specify moveable structures:

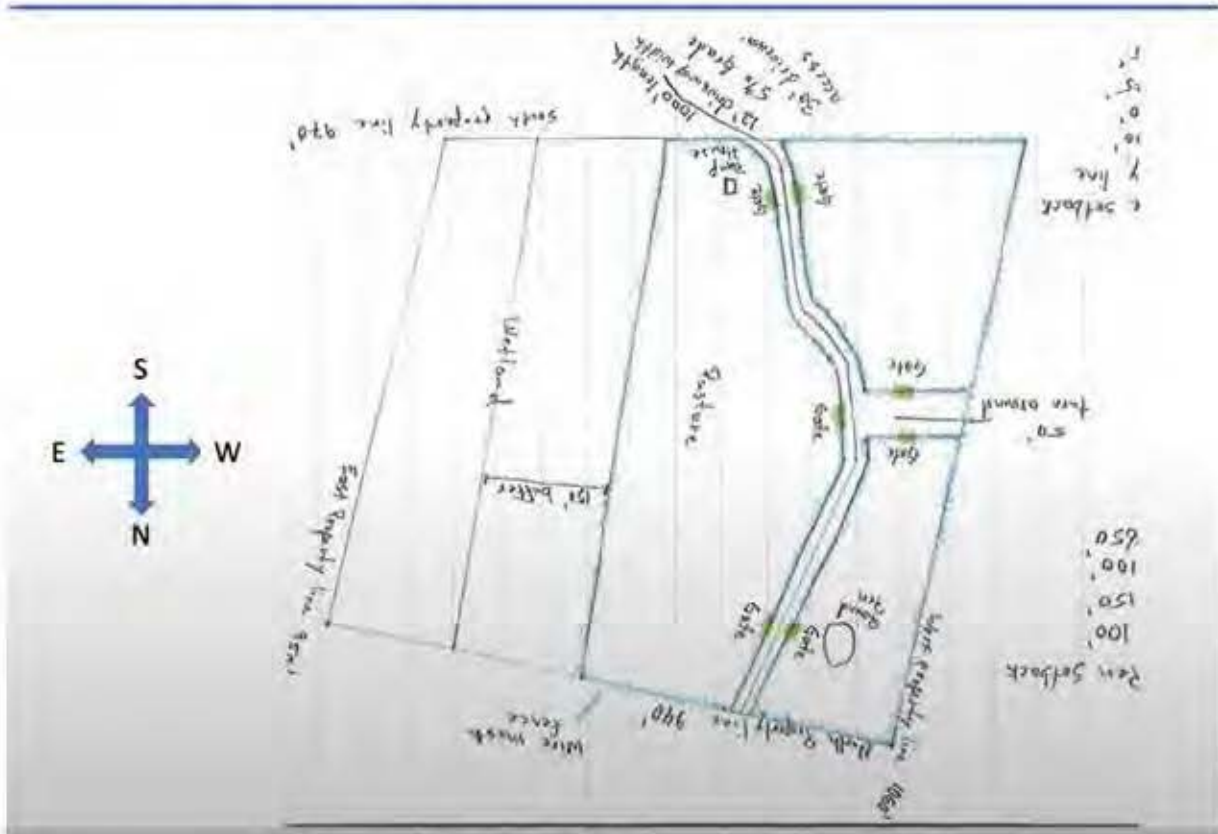
- Moveable fencing comes in a wide variety of colors and materials with varying degrees of adverse impact.
- All fencing is essentially moveable, therefore the impact of the fencing should be considered as part of the approval.
- The perimeter fencing (4 foot Mesh fence) is moveable for all intents and purposes and it was considered in the review.



Current Development Standards can not be 100% inclusive of any potential proposed development.

- Current development standards provide an overall structure for evaluating a proposed development
- They can not include every potential situation.
- If the current justification is allowed then everything that is applied for in any subsequent application that is not included in the current standards will have to be approved.
 - For example - Drones are increasingly being used in agriculture
 - Should their use be allowed without restriction just because they are not included in current development standards?

Fencing Map in the amended application



Appeal #3

– The decision to require a 100' setback for all structures in the proposed development is inadequate based upon current setback requirements.

Mr. Czerniecki said that the setback requirement is inadequate. The question is – is it an open area or does it have a vegetative barrier or berm. It needs to be a continuous screen and it is not. It is open grassland with a couple of trees. With the lack of a vegetative barrier – the trees have no vegetation below 20 feet – the setback should be 250 feet.

Mr. Czerniecki went on to say that the soils on his property are suitable for orchard activity and Mosier has the infrastructure to support that.

General Setback Requirements

1. The Round Pen is included as an agricultural structure in the Staff Report and Conditional approval of June 24, 2021 (see below)

FINDING: As proposed, the development will exceed the requirements of General Setbacks. Staff finds that the request complies with Criterion 3.130.G.2.

Required Setback	Proposed – Dwelling	Proposed – Shop	Round Pen	Pump House	Consistent?
East (side) = 25'	400'	400'	660'	475'	Yes
West (side) = 25'	550'	550'	100'	475'	Yes
North (rear) = 25'	700'	500'	100'	800'	Yes
South (front) = 40'	300'	500'	850'	150'	Yes

Agricultural Setbacks

3. *Agricultural Setbacks* - In addition to the general setback standards listed in criterion 2 above, all new buildings to be located on a parcel adjacent to lands that are designated *Large-Scale or Small-Scale Agriculture* and are currently used for or are suitable for agricultural use, shall comply with the following setback standards:

Adjacent Use	Open or Fenced	Natural or Created Vegetation Barrier	8 foot Berm or Terrain Barrier
Orchards	250'	100'	75'
Row crops/ vegetables	300'	100'	75'
Livestock grazing, pasture, haying	100'	15'	20'
Grains	200'	75'	50'
Berries, vineyards	150'	50'	30'
Other	100'	50'	30'

The staff report and conditional approval of June 24, 2020, incorrectly asserts that there is a vegetative barrier which supports the 100' setback.

- - This is incorrect. The Land Use and Development Ordinance defines (Page 3-27 3(b)) a Vegetative Barrier as:

*b. The planting of a **continuous vegetative screen** may be used to satisfy, in part, the setback guidelines. Trees shall be 6+ feet high when planted and reach an ultimate height of at least fifteen (15) feet. The vegetation screen shall be planted along the appropriate lot/parcel line(s), and be continuous.*

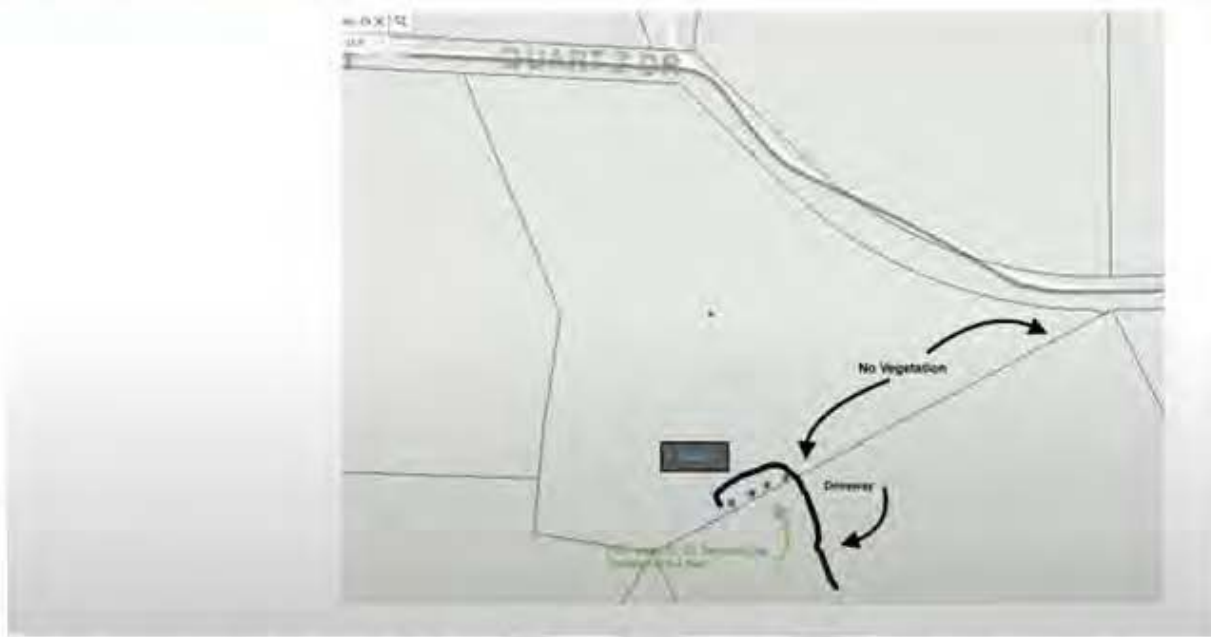
Lack of Vegetative Barrier

Supplement B: Photographic Documentation which supports the absence of a vegetative barrier.



View south to Lopez Development from the edge of my parking area which corresponds to our adjacent property boundaries. There is no vegetative barrier.

Lack of Vegetative Barrier



The property setback is defined by the current or proposed agricultural activity of my property.

- The potential use of my property is best suited to orchard activity.
- Adjacent properties are being used for orchard activity.
- **Soil Type-** image taken from the NRCS USDA soil survey (<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>)
- The majority of my property is designated as 50 C which is defined as: *50C Wamic Loam, 5-12% north slopes*
- The two properties to the west which are used for orchard activity are of the same soil type with slightly different slopes 49B – Wamic Loam, 1-5% grades, 50C – Wamic Loam, 5-12% north slopes,



Additional factors that support orchard activity

- **Orchard infrastructure** in the Mosier Valley - The predominant agricultural activity in the Mosier area is orchard activity in particular Cherry Orchard.
- There is a significant infrastructure in place to support cherry orchard activity which further supports the economic viability of orchard activity on my property.
- **Rainfall** – The rainfall characteristics of my property are clearly similar to that of the adjacent properties.

SUMMARY

- There is no continuous vegetative screen by LUDO definition of vegetative screen
- Orchard Activity is the most suitable use for my property based upon soil type, slope and the presence of infrastructure in the Mosier area to support orchard activity.
- The two adjacent properties are successful in orchard activity.
- **Therefore there should be a requirement for a 250' setback**

Commissioner Hege noted that Mr. Czerniecki has laid out his appeals and reasons. He asked what the motivation behind the appeal is; he asked if the basic concern is about visual impact or land use. Mr. Czerniecki said what is right should be right; you shouldn't be able to change the application along the way. The purpose described doesn't make sense. The visual impact is a concern as a 100 setback sets precedent for future development. A 250 foot setback should be in place to limit both current and future development.

Commissioner Hege said that the moveable fence is an interesting point; moving the animals for grazing is part of caring for the livestock and the land.

Vice-Chair Kramer asked, in regard to the amended application, if Mr. Czerniecki had an opportunity to participate in the October 5, 2021 hearing. Mr. Czerniecki replied that he had.

Vice-Chair Kramer pointed out that Wasco County is 98% agricultural; the reason they move fences is to protect and conserve as good stewards of the land. If the vegetative screen is inadequate, the applicant could plant screen. He said he really does not have any further questions for the applicant – just the observations he has stated.

Mr. Czerniecki asked if he could respond. Vice-Chair Kramer said that this is not time for debate – staff did a good job with its report and Mr. Czerniecki presented his points well.

Chair Schwartz commented that there is no orchard right now; the potential for an orchard does not appear to be relevant at this time.

Vice-Chair Kramer said that we did notify all our agency partners who had no negative comments.

Chair Schwartz asked the applicant if he wished to speak.

Adrian Lopez, Applicant, said that the moveable fence is not up for review but he wanted to inform the Board that he did provide a sample of the fence he intends to employ. He also pointed out that on the north side of the property the appellant's buildings are not set back the 250 feet that the appellant wants to apply to Mr. Lopez. In conclusion, he observed that the satellite photos illustrate how dense the trees are.

Commissioner Hege asked if the permanent fence is the primary wetland protection. Mr. Lopez replied that the moveable fence was recommended to him by a number of agencies.

Chair Schwartz asked if anyone wished to speak in favor of the request. There were none.

Chair Schwartz asked if anyone wished to speak in opposition of the request. There were none.

Sheila Dooley of Mosier said that she is neither opposed to nor in favor of but commented that the 50 foot fire break in the LUDO does not include trees which need to be limbed up 8 feet; trees are encouraged to provide shade and ground cooling. Chair Schwartz thanked Ms. Dooley for her comments which she suggested be taken up with staff.

Commissioner Hege asked staff if there was anything they heard in the appellant's arguments of which they were not previously aware or that would change any of the recommendations. Mr. Dougherty replied that the appellant raised the same issues as in the appeal request. He noted that the potential use of the adjacent property is reviewed. Unlike standard setbacks, ag setbacks are not static and each is reviewed with every new application. The determination right now of "other" for the appellant's property reflects current use and may not be the same determination five years from now at which time there could be a different setback standard.

Chair Schwartz closed the hearing at 10:37 a.m. and opened deliberations.

{{{Vice-Chair Kramer moved to dismiss appeal grounds #1, #2 and #3 and uphold the Planning Commission's decision. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – District Meetings

At 10:41 a.m. Chair Schwartz recessed from the Regular Session to open meetings for the 4H & Extension Service District and the Library Service District.

Chair Schwartz resumed the Regular Session at 11:10 a.m.

Agenda Item – Annual Audit

Kenny Allen, CPA, CFE with Pauly, Rogers, and Co. P.C. reviewed the audit report included in the Board Packet saying that the audit opinion is unmodified – the highest possible opinion. He said there are no comments related to Oregon or Federal standards with no issues regarding Corona Virus funding. There were no disagreements with staff who provided the auditors with good accounting records. He commended staff on their work. He noted that there will be some new standards next year including a new way of looking at leases which will be

included on the balance sheet. He said that there will be some changes and they will be working with staff to be prepared for that. He said that opinions will look a little different; but there will be no big changes.

Finance Director Mike Middleton noted that the audit took a little longer this year due to multiple factors, not the least of which was being in two software systems at once.

Commissioner Hege observed that the County's net position has changed – it is \$6.1 million to the positive. Mr. Allen responded that it is the overall number; the County's share of pension liability is less and investment in joint ventures went up. Commissioner Hege added that the American Rescue Plan Act funding is also part of that balance.

Chair Schwartz asked how long the audit takes. Mr. Allen said that the work goes on intermittently year round; it takes between 400 and 500 hours in total. They will be on site in July and again in the fall. Mr. Middleton added that they try to get the numbers to the auditors early to help make for a smoother process. The auditors did a lot of work offsite last year and we have identified some efficiencies through that process that will help cut their time and our costs.

Chair Schwartz commended the Finance staff on their great work. Mr. Stone echoed that saying that our Finance Department has gotten our audit in tip top shape and kept it there. He added that he wants to also recognize the work done by the Management Team for managing well and being good stewards of taxpayers' dollars.

Agenda Item – Transit Grant

MCEDD Deputy Director of Transportation explained that historically MCEDD has applied directly for the 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Discretionary Grant Program. An ODOT change in rules means that a transit agency cannot apply directly – it must go through a County. The information was presented to the Public Transit Advisory Committee; they recommend that the County submit an application with support from MCEDD.

{{Vice-Chair Kramer moved to approve submission of an application for the 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Discretionary Grant Program in partnership with Mid-Columbia Economic Development District. Commissioner Hege seconded the motion which

passed unanimously.}}

Agenda Item – Emergency Procurement

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet.

Chair Schwartz asked for a brief review of the costs for the project. Mr. Klebes responded that the replacement cost of \$42,000 outlined in the memo does not include demolition, prep, footings, etcetera. For the repair, \$49,000 is the total cost; the structure of the ramp is in good condition – it is the decking that needs to be replaced.

Vice-Chair Kramer said that we have been aware of the deterioration of the ramp – it is a safety issue for County and Public Health staff as well as the public.

Chair Schwartz agreed and thanked Adams Construction for their willingness to address this right away. Mr. Klebes said that he has done some pre-work to build relationships with local contractors and facilitate faster response times.

Commissioner Hege asked if the cost for repair includes the railing. Mr. Klebes replied affirmatively, saying that it includes priming and painting of the railing and the replacement of the decking.

Commissioner Hege asked if the same materials will be used for the repair as were used when the ramp was constructed. Mr. Klebes replied that they will be using galvanized 2'x12' pieces that will be attached to the existing structure to create a metal ramp rather than concrete.

Chair Schwartz asked about the west end entrance. Mr. Klebes pointed out a temporary set of stairs that staff constructed. Those stairs are located under an area of the ramp that is in good shape. He noted that much of the damage to the existing ramp was due to the use of ice melt; this particular section of the ramp is under a covered area where ice melt was not used and therefore it is in good shape. He added that they will also be doing some improvement to the landing area of the ramp.

{{{Vice-Chair Kramer moved to approve an emergency exemption under Section 20 (1) of the Wasco County Contracting Rules and as authorized by ORS 279B.080 to replace the ramp at Annex A located at 419 E. 7th Street. I

further move to authorize the Administrative Officer to execute a contract for said work pending review by County Counsel. Commissioner Hege seconded the motion which passed unanimously.}}

Commission Call

Commissioner Hege asked about the Fair Conference included in the AOC activities for next week. Vice-Chair Kramer explained that Judges, Chairs and Commissioners are being invited to attend the Fair Conference this year. We are invited to the open session on Monday morning. After that there is an AOC Legislative meeting with further Fair Conference activities in the evening.

Commissioner Hege asked if it would be worth attending the Fair Conference. Vice-Chair Kramer said that he will be attending and can report back.

Chair Schwartz asked if they are offering a remote option for the AOC Legislative Committee and Board of Directors meetings. Vice-Chair Kramer replied affirmatively, adding that the Fair Conference is in-person only.

Chair Schwartz asked if we have a Fair Board member attending the Fair Conference. Vice-Chair Kramer responded that we have at least 3 and perhaps 4 who will be attending.

Vice-Chair Kramer noted that County staff and Commissioners will need to stay on their toes for the short legislative session; there are a lot of bills out there and we need to be totally focused on those pieces that may affect us.

Chair Schwartz said that there will be a work session on February 16th and Ms. Clark will likely be reaching out to the Board for potential topics of discussion.

Chair Schwartz adjourned the session at 11:38 a.m.

Summary of Actions

MOTIONS

- **to approve Amendment 1 to the 2021/2022 MCEDD/Wasco County Intergovernmental Agreement.**
- **to approve the Professional Services Contract between Mid-Columbia Center for Living and Wasco County through its Youth Think program for gambling prevention services.**
- **to dismiss appeal grounds #1, #2 and #3 and uphold the Planning**

Commission's decision.

- **to approve submission of an application for the 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Discretionary Grant Program in partnership with Mid-Columbia Economic Development District.**
- **to approve an emergency exemption under Section 20 (1) of the Wasco County Contracting Rules and as authorized by ORS 279B.080 to replace the ramp at Annex A located at 419 E. 7th Street. I further move to authorize the Administrative Officer to execute a contract for said work pending review by County Counsel.**

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Road Dedication

[PLANNING DIRECTOR RECOMMENDATION](#)

[PROPOSED CONDITIONS OF APPROVAL](#)

[LOCATION MAP](#)

[HOMESTEAD ROAD DRAWINGS AND TENTATIVE PLAN](#)

[STAFF REPORT](#)

[ROAD APPROACH PERMIT](#)

[PRELIMINARY TITLE REPORT](#)

[DEED OF DEDICATION](#)

[AFFIDAVIT DECLARATION OF ROAD MAINTENANCE](#)

[ROAD VACATION ORDER](#)

[COMMENTS](#)

[ORDER 22-006 DEDICATING ROAD](#)

[MOTION LANGUAGE](#)



PLANNING DEPARTMENT

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WASCO COUNTY BOARD OF COUNTY COMMISSIONS AGENDA PACKET

FOR

Hearing Date: February 16, 2022
Hearing Time: 9:30 pm
Hearing Location: Electronically via Zoom
Meeting ID: 3957734524#

HEARING DETAILS: File #921-21-000010-PLNG. A request for an existing road (Homestead Road) to be dedicated into a public road of local access (not to be introduced into the county road maintenance system). The road is an approximate 61,827 Square Feet (1.42 Acre) section of Homestead Road. The proposed road dedication will provide public access to residentially developed and developable properties associated with the preliminarily approved Pine Ridge Subdivision.



MEMORANDUM TABLE OF CONTENTS

Date: February 9, 2022
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for Hearing dated February 16, 2022
Re: Public dedication of access road "Homestead Road" (#921-21-000010-PLNG)

<u>Item</u>	<u>Page</u>
Planning Director Recommendation	BOC 1 - 1
Attachment A – Proposed Conditions of Approval	BOC 1 - 2
Attachment B – Location Map	BOC 1 - 3
Attachment C – Homestead Road Drawings & Tentative Plan	BOC 1 - 4
Attachment D – Staff Report	BOC 1 - 15
Attachment E – Road Approach Permit – PWAPRR-01-26-22-0003	BOC 1 - 36
Attachment F – Preliminary Title Report	BOC 1 - 37
Attachment G – Deed of Dedication	BOC 1 - 42
Attachment H – Affidavit Declaration of Road Maintenance	BOC 1 - 46
Attachment I – Road Vacation Order	BOC 1 – 49
Attachment J – Comments	BOC 1 – 53



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PLANNING DIRECTOR RECCOMENDATION

FILE #: 921-21-000010-PLNG

REQUEST: Public Dedication of an approximate 61, 827 Square Feet (1.42 Acre) access road “Homestead Road”.

PLANNING DIRECTOR RECOMMENDATION: Based on the tentative plan, Wasco County Public Works Director recommendations, Wasco County Surveyor commentary, and associated conditions required for the dedication of a public road, the Planning Director recommends that the Wasco County Board of Commissioners dedicate “Homestead Road” as a public road of local access that will not be added into Wasco County’s publicly maintained road system.

APPLICANT: Austin Justesen, 81491 Fairgrounds Road, Tygh Valley, OR 97063

OWNER: Jonnie L. & Fred A. Justesen, 59720 Twin Lakes Road, Grass Valley, OR 97029

Location: This section of “Homestead Road” is proposed to begin approximately 0.38 miles southwest of the Emigrant Street and Wamic Market Road intersection, approximately 0.24 miles southwest of the vacated Homestead Road entry point, and approximately 0.17 miles northeast of the Smock Road and Wamic Market Road intersection.

<u>Map/Tax Lot</u>	<u>Acct#</u>	<u>Acres</u>
4S 12E 14 B 400	11457	44.38
4S 12E 14 400	11464	271.59

ZONING: Exclusive Farm Use (A-1) Zone
Wamic Medium Industrial (WAM-M2) Zone
Wamic Commercial (WAM- C2) Zone

Attachments:

Staff Reviewer: Daniel Dougherty, Senior Planner

- A. Proposed Conditions of Road Dedication Approval
- B. Location Map
- C. Homestead Road Drawings & Tentative Plan
- D. Staff Report
- E. Road Approach Permit
- F. Preliminary Title Report
- G. Deed of Dedication
- H. Road Maintenance Declaration
- I. Road Vacation Order
- J. Agency Recommendations & Comments

ATTACHMENT A

PROPOSED CONDITIONS OF ROAD DEDICATION APPROVAL

The full staff report with all proposed findings of fact is enclosed as **Attachment D**. The full staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the staff report, but summarizes the results of Staff's review and this recommendation.

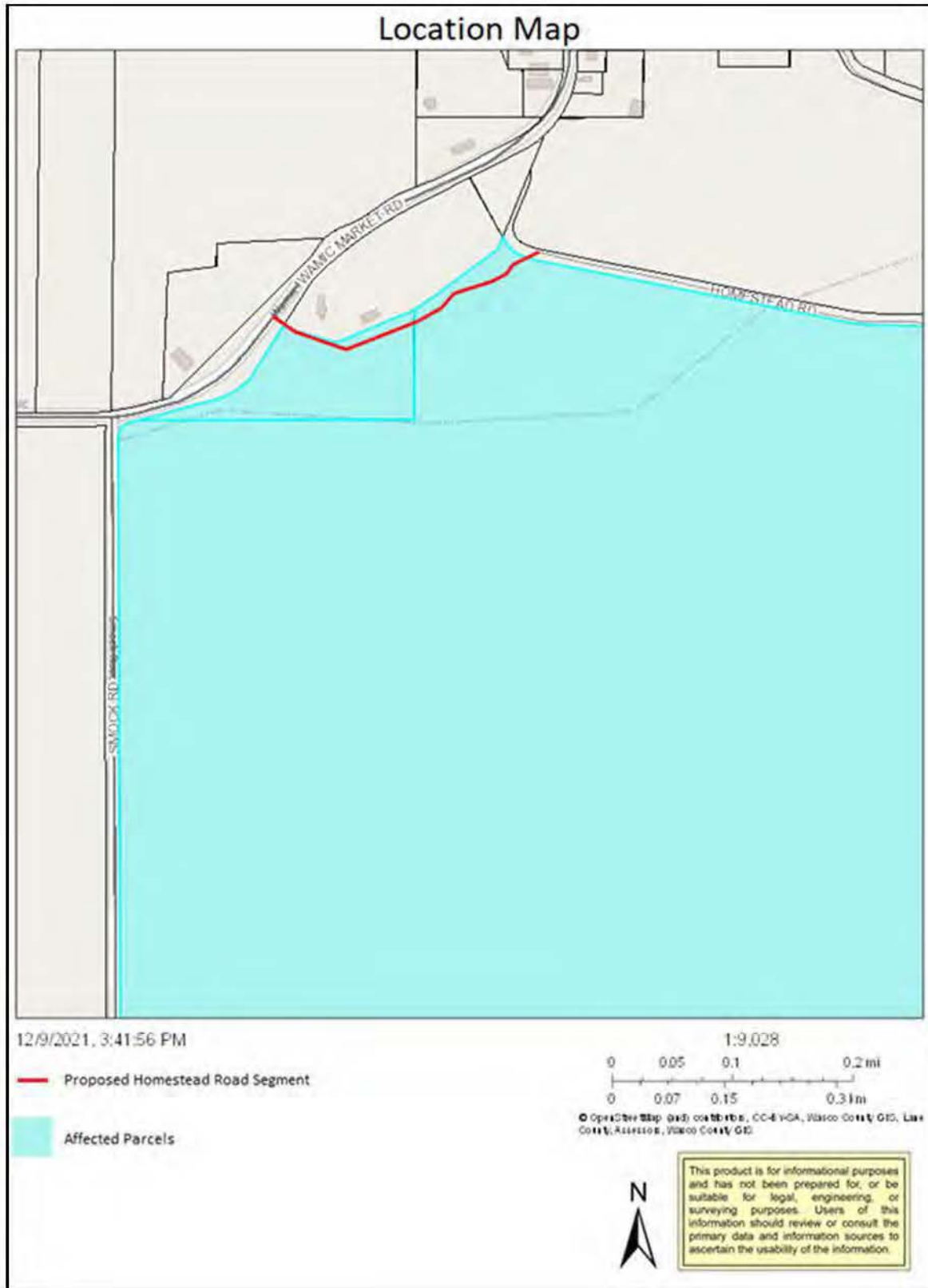
An application was made by Austen Justesen, in coordination with Tenneson Engineering Corporation for the relocation and public dedication of an approximate 61,827 Square Feet (1.42 Acre) access road "Homestead Road". This road dedication is not part of a subdivision or land division. Recommendations for approval were provided to the applicant on December 14, 2021. **The following conditions of approval were provided AND have been fulfilled by the applicant prior to this scheduled hearing.** Homestead road will not be added into Wasco County's publicly maintained road system.

PROPOSED CONDITIONS OF APPROVAL:

1. A Wasco County Road Approach Permit shall be obtained;
2. The property owner shall submit a preliminary title report issued by a title insurance company in the name of the owner of interest in the land prior to the signing of the final dedication order by the Wasco County Board of Commissioners;
3. The property owner shall prepare a Deed of Dedication dedicating the road outlined within the "Tentative Road Dedication Plan" to the public, whereupon the Dedication Deed and the Order shall be recorded with the Wasco County Clerk;
4. A "Road Maintenance Declaration" declaring sole responsibility for the maintenance and repairs of the road described in the Declaration Deed and the Order shall be recorded with the Wasco County Clerk;
5. Obtain approval from the Wasco County Public Works Director that the constructed public access road conforms to the design standards required for a Wasco County Public Access Road;
6. A survey of the road described in the Deed of Declaration and the Order shall be provided in the final "Pine Ridge Subdivision" plat that shall be reviewed by the Wasco County Surveyor. If the final "Pine Ridge Subdivision" plat is not submitted for review, the owner of record shall provide a separate road survey for review by the Wasco County Surveyor;
7. The Wasco County Public Works Department will install necessary signage at the developer's cost;

ATTACHMENT B

LOCATION MAP



ATTACHMENT C

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN

See below Tentative Plan Site Maps.



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LAND USE APPLICATION COVERPAGE

FILE NUMBER: _____

FEE: _____

Date Received: _____ Planner Initials: _____ Date Complete: _____ Planner Initials: _____

APPLICANT INFORMATION

Name: Austin Justesen
 Address: 81491 Fairgrounds Road
 City/State/Zip: Tygh Valley, Oregon 97063

OWNER INFORMATION

Name: Jonnie L. and Fred A. Justesen
 Address: 59720 Twin Lakes Road
 City/State/Zip: Grass Valley, Oregon 97029

Phone: Representative: Ben Beseda
 Email: BBeseda@tennesoneng.com

Phone: 541-296-9177 (Tenneson Engineering Corp.)
 Email: _____

PROPERTY INFORMATION

Township/Range/Section/Tax Lot(s)	Acct #	Acres	Zoning
4S 12E 14 200	11457	45	WAM R-2
4S 12E 14 B 400	11461	6.95	WAM M-2 & WAM C-2
4S 12E 14 400	11464	271.59	EFU A-1(160)

ComPlan Map
 Designation:
 Rural Service
 Center
 Agriculture

Property address (or location): East of Wamic Market Road, 0.1 mi. south of Emigrant Road in Wamic

Zoning Designation: WAM R-2 Environmental Protection District: None

Proposed Use: 8 lot subdivision Permitted Subject to Section: 3.654.B.

Water source: Well Sewage disposal method: Individual septic systems

Are there wetlands/waterways on your property? NO YES (description) Unnamed drainage through proposed lots 4,5,6,& 7

Name of road providing access: Homestead Road

Current use of property: Vacant/grazing Use of surrounding properties: W/N/E:Residential; S: farm use

Do you own neighboring property? NO YES (description) 4S 12E 14B 400; 4S 12E 14 400

SIGNATURES

Applicant(s): [Signature] Date: 12-1-20

[Signature] Date: 12-1-20

Property Owner(s): [Signature] Date: 12-1-20

Date: _____

**Signatures are only valid for one year from the date of signature. Signing indicates that the property owner(s) is/are aware that an application is being made on the subject property and also authorizes Planning Department staff reasonable access to the site in order to evaluate the application.*

DETAILED PROJECT DESCRIPTION (proposed use, structures, dimensions, etc.): _____
Subdivision to divide a 44.38 acre parcel into 8 lots: five 5.01 acre lots, one 5 acre lot, one 5.2 acre lot and one 8.1 acre
lot; and Variance to the 300 foot minimum lot width for Lots 3-6

Additional description/maps/pictures attached

LEGAL PARCEL STATUS

Partition, Subdivision, OR
Most Recent Pre-9/4/1974 Deed #: PAR-03-109 MP#2004-0008 Date Filed: 4/7/2004
Current Deed #: 2002-1204 Date Filed: 3/5/2002

The deed and a map showing the property described in the deed(s) must accompany this application.

PLEASE NOTE: Before this application will be processed, you **must** supply all requested information and forms, and address **all listed or referenced criteria**. Pursuant to ORS 215.428, this office will review the application for completeness and notify Applicant of any deficiencies within 30 days of submission. By signing this form, the property owner or property owner's agent is granting permission for Planning Staff to conduct site inspections on the property.

ALL LAND USE APPLICATIONS MUST INCLUDE:

- Application Fee – Cash or Check (credit cards now accepted with additional fee)
- Site Plan
- Elevation Drawing
- Fire Safety Self-Certification
- Other applicable information/application(s):
 - Subdivision application
 - Variance application

APPLICATIONS FOR PROPERTIES IN THE NATIONAL SCENIC AREA MUST ALSO INCLUDE:

- Scenic Area Application/Expedited Review
- Color and Material Samples
- Landscaping Plan
- Grading Plan
- Other applicable information/application(s):
 - _____
 - _____

SHADED AREA TO BE COMPLETED BY PLANNING DEPARTMENT

Legal Parcel NO YES
Deed/Land Use Action: _____

Previous Map and Tax Lot: _____

Past Land Use Actions: If yes, list file #(s) _____ NO YES

Subject to previous conditions? NO YES

Assessor Property Class: _____

Zoning: _____

Environmental Protection Districts – List applicable EPDs:

- EPD # _____
- EPD # _____
- EPD # _____
- EPD # _____

Water Resources

Are there bodies of water or wetlands (seasonal or permanent) on property or adjacent properties? NO YES

Describe (include setback distances): _____

- Fish bearing Non fish bearing Seasonal Creek
- Irrigation ditch Wetland Pond/Lake Not identified

(Note: Check buffers. Different zones have different setback requirements that may require a more extensive permitting process.)

Access:

County or ODOT approach permit on file? NO YES, # _____

Address:

Address exists and has been verified to be correct? NO YES
Address needs to be assigned after approval? NO YES

Fire District: _____

Fees (List Review Type and Cost): _____

WASCO COUNTY ACCESS ROAD EASEMENT APPLICATION

TENTATIVE PLAN REQUIREMENTS

1. The plan shall be clearly and legibly drawn to an appropriate scale so that the Approving Authority may have an adequate understanding of what is proposed.
2. A vicinity map showing the proposal in relationship to other existing or proposed streets.
3. Date, north point and scale
4. Location of the proposed dedication or private road abutting the unit of land proposed to be approved by the Section, Township and Range sufficient to define its location and, if available, a centerline description or right-of-way boundary description.
5. Zoning classification and Comprehensive Plan Map designation of properties abutting the proposed dedication or private road
6. The names of adjacent subdivisions and the names of recorded owners of adjoining lots, parcels or units of land and the amount of frontage each owner has on the proposed dedication or on the private road.
7. Existing street(s) intersecting or meeting the proposed dedication or private road.

A tentative plan meeting the requirements of 1 – 6 above has been submitted? NO YES

PRIVATE ROADS

A private road may be approved by the Planning Commission only if all of the following can be met:

1. All units of land using the private road for access must be in a resource zone.

List the zones for all units of land that will be accessing the private road.

N/A

2. The private road will provide access for not more than ten (10) units of land and will serve not more than ten (10) units of land. The unit of land abutting the publicly dedicated street or road shall be counted among the (10) units of land only if it uses the same road for access.

List all of the properties that will use the private road after the dedication.

N/A

3. The primary use of the road is to provide access for resource activities. If the primary use of the private road is residential a publicly dedicated road will be required upon the fourth (4th) unit of land using the road for access.

List the all of the properties that will use the private road after the dedication, their acreage and existing residential and resource (farm and/or forest) activities.

N/A

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN

4. The private road shall be constructed to standards of Section 21.420 of the Land Use and Development Ordinance.

The tentative plan has been designed to meet the requirements of Section 21.240? NO YES

5. When service to more than ten (10) units of land is possible, provision shall be made to serve the area by public road, including but not limited to: (a) dedication of right-of-way; (b) extension and improvement of the roadway to public road standards such that not more than ten (10) units of land may be served.

How many more units of land beyond ten (10) could be serviced by this road based on future land divisions considering the current zoning?

6. Boundary line or center line survey: Please be aware that upon approval of such private road, the applicant shall submit a boundary line or centerline survey of the road, unless the location of the road is already established by existing property line surveys recorded with the County Surveyor. The boundary line survey shall be submitted to the Director and the Wasco County Surveyor.

PUBLICLY DEDICATED ROADS

1. The Wasco County Planning Commission will only approve the tentative plan for street dedication if the following have been met:

- a. The street has been designed to meet all of the requirements of a public road as required by this ordinance in consultation with the Wasco County Road Master

The tentative plan meets these requirements NO YES

- b. Dedication of the street to the public is consistent with the goals, policies and map of the Comprehensive Plan.

Indicate how the dedication is consistent with the goals, policies and map of the Comprehensive Plan

Please see the attached response.

- c. If Tentative Plan to dedicate a street is recommended to the County Court, and the street to be dedicated has not been improved, the Approving Authority shall recommend conditional approval on improvements of the street to the improvement standards recommended by the County Roadmaster.

Have there been any improvements to the street? NO YES

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN

If yes indicate what has been done and what will need to be done to meet the required standards.

2. Wasco County Court Acceptance

Be aware that the Wasco County Court will only accept a publicly dedicated road according the following requirements and procedures:

- a.** The applicant must have completed any improvements required as a condition of the approval of the dedication or have complied with Section 21.210(F) of this Chapter.
- b.** The owner of the land to be dedicated shall submit a preliminary title report issued by a title insurance company in the name of the owner of the interest in the land.
- c.** The owner of the land to be dedicated shall prepare a warranty deed dedicating the land to the public.
- d.** The County Court shall indicate their approval of the dedication by an order accepting the deed and by recording such order with the recording of the deed.
- e.** The County Court will decide if the road will be accepted for maintenance as part of the County road system by order pursuant to law.

Dedication of the street to the public is consistent with the goals, policies and map of the Comprehensive Plan.

Indicate how the dedication is consistent with the goals, policies and map of the Comprehensive Plan

The Wasco County Comprehensive Plan Map designates the subject parcel “Residential.” Applicable goals are addressed below.

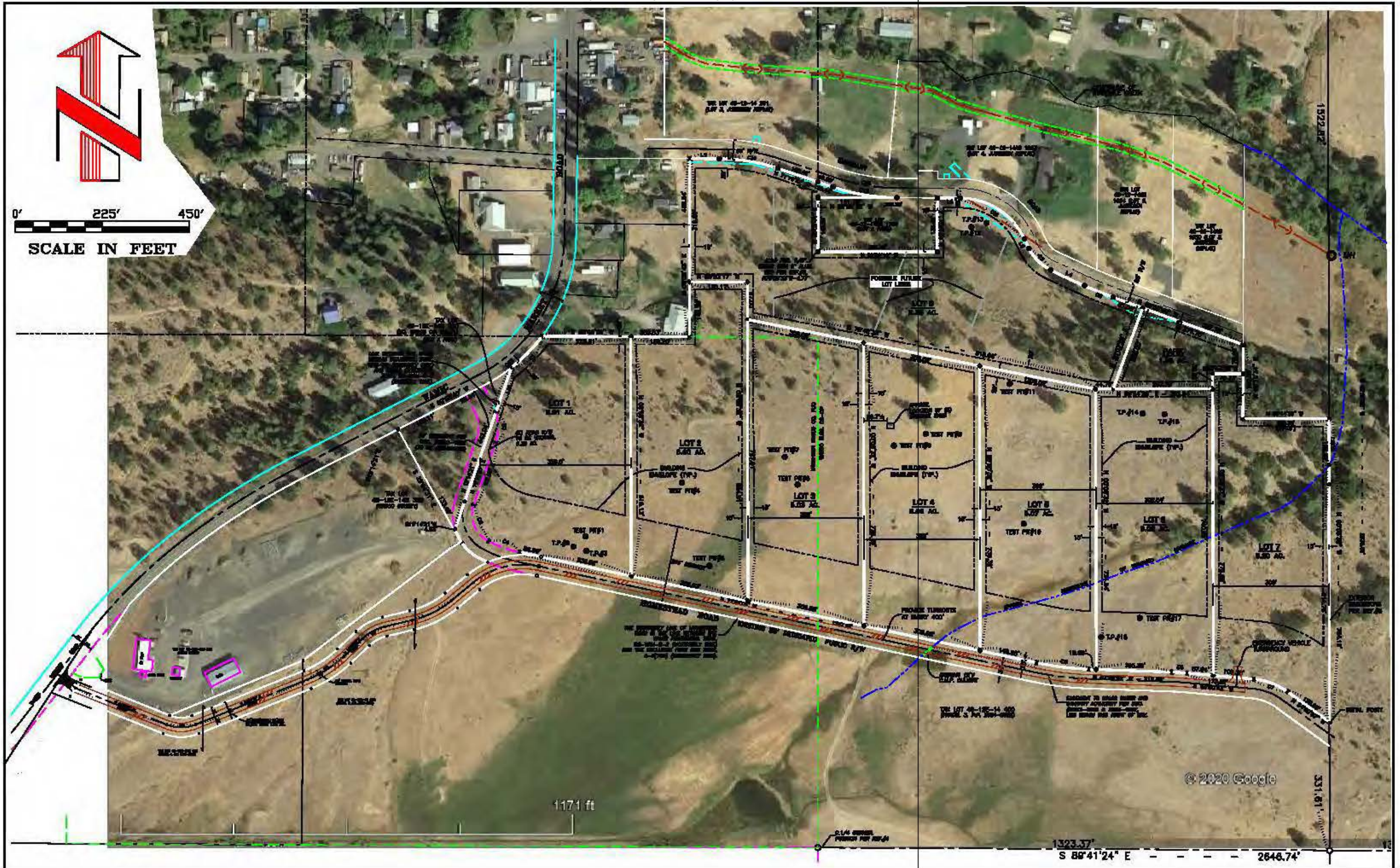
Goal 10 – Housing states that the County will “provide for the housing needs of the citizens of Wasco County.” Policies throughout this goal discuss providing single-family and multi-family dwellings with adequate facilities and services to support the dwellings. The proposed subdivision will provide necessary housing for residents of Wamic and the surrounding area. There are approved sites for septic systems, and domestic wells and electricity are available and will be provided. The request complies with Goal 10 and its policies.

Goal 11 - Public Facilities and Services: To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The proposed subdivision is located within the community of Wamic, Oregon, a rural community containing primarily residential use, with some commercial use along its main street(s). The proposed subdivision will use existing residential land to create homesites for residents in the area. Public facilities are available to the area, but private onsite services will be developed. In the future, public facilities may be installed if further land divisions occur to the proposed subdivision lots. The request complies with Goal 11 and its policies.

Goal 12 – Transportation, states that the County will “provide and encourage a safe, convenient and economic transportation system.” Emigrant Road is identified on the preliminary plat as providing access to proposed Lot 8. This road was previously approved by Wasco County during previous land divisions. Homestead Road is identified on the subdivision plat as a new road that will provide access to 7 of the 8 proposed subdivision lots. Once constructed, Homestead Road will be inspected by the Wasco County Public Works Director for safety and to verify that the road is built to public road standards. It will provide proposed homesites with a safe and convenient transportation system. The request complies with Goal 12 and its policies.

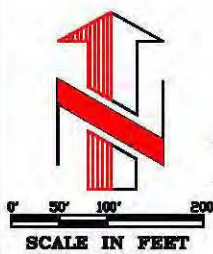
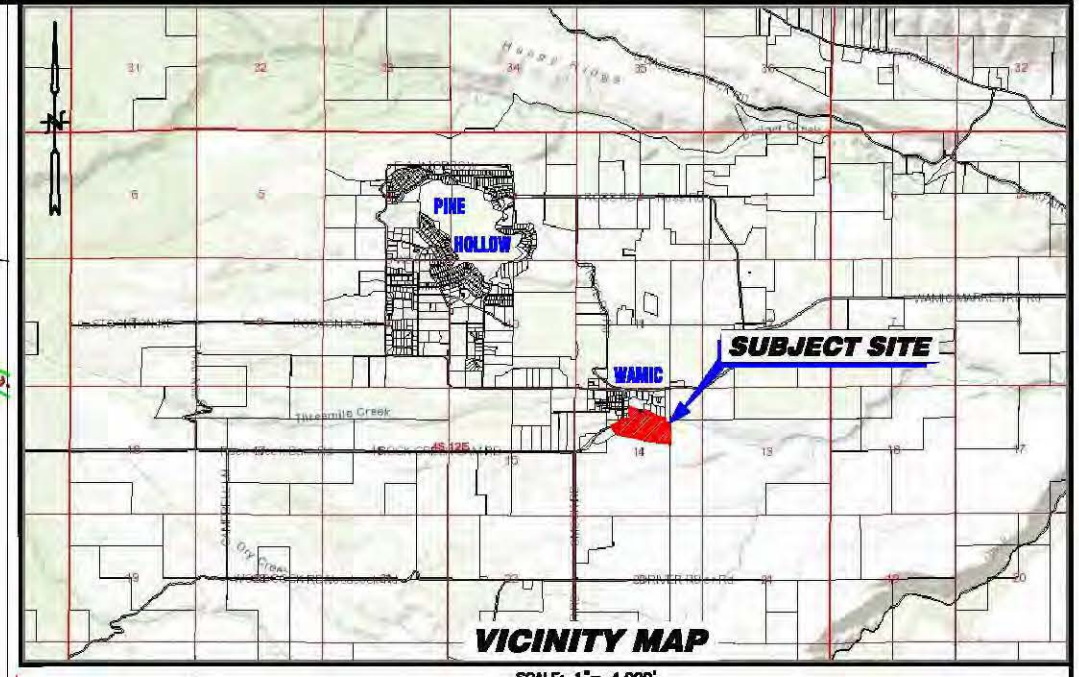
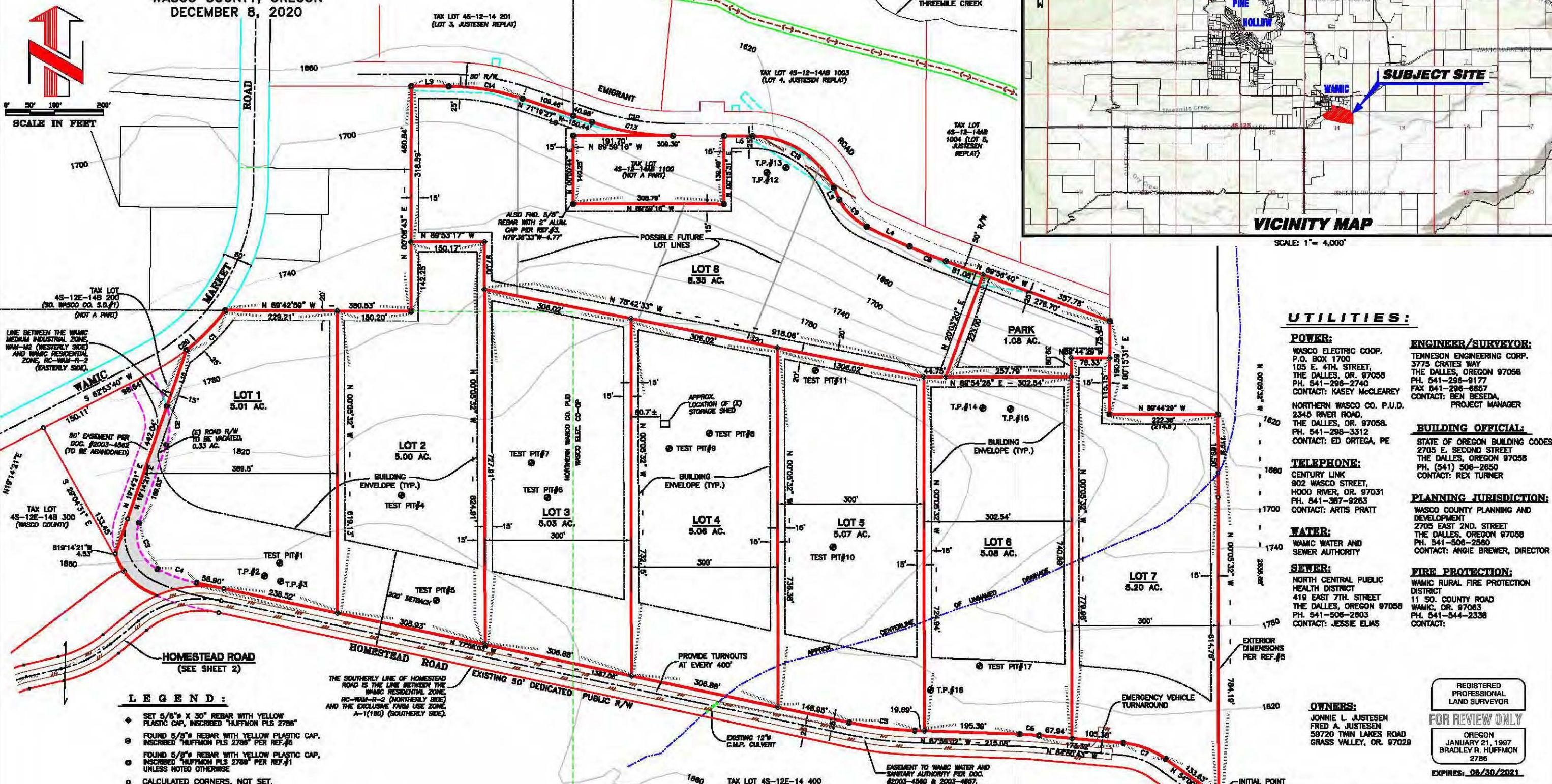
Goal 13 - Energy Conservation To conserve energy, reduce waste, and increase self-sufficiency. The proposed access road supports Goal 13 by providing a road to serve new subdivision lots. By providing lots within the community of Wamic, fuel/energy is reduced by allowing people to live in the community in which they work, and not on outlying farm lands. The request complies with Goal 13 and its policies.

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN



**PRELIMINARY PLAT OF
PINE RIDGE SUBDIVISION**
TAX LOT 4S-12-14 200 (ACCT. #11457) AND 04S-12-14B 200
A REPLAT OF LOT 7, JUSTESEN REPLAT AND IN THE
NORTH 1/2 OF SECTION 14, TOWNSHIP 4 S., RANGE 12 E., W.M.,
WASCO COUNTY, OREGON
DECEMBER 8, 2020

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN



UTILITIES:

- POWER:** WASCO ELECTRIC COOP. P.O. BOX 1700, 105 E. 4TH STREET, THE DALLES, OR, 97058. PH. 541-298-2740. CONTACT: KASEY MCCLEAREY.
- ENGINEER/SURVEYOR:** TENNESON ENGINEERING CORP. 3775 CRATES WAY, THE DALLES, OREGON 97058. PH. 541-298-9177. FAX 541-298-8857. CONTACT: BEN BESEDA, PROJECT MANAGER.
- BUILDING OFFICIAL:** STATE OF OREGON BUILDING CODES 2705 E. SECOND STREET THE DALLES, OREGON 97058. PH. (541) 506-2650. CONTACT: REX TURNER.
- TELEPHONE:** CENTURY LINK 902 WASCO STREET, HOOD RIVER, OR, 97031. PH. 541-387-9283. CONTACT: ARTIS PRATT.
- PLANNING JURISDICTION:** WASCO COUNTY PLANNING AND DEVELOPMENT 2705 EAST 2ND. STREET THE DALLES, OREGON 97058. PH. 541-506-2580. CONTACT: ANGIE BREWER, DIRECTOR.
- WATER:** WAMIC WATER AND SEWER AUTHORITY.
- FIRE PROTECTION:** WAMIC RURAL FIRE PROTECTION DISTRICT 11 SO. COUNTY ROAD WAMIC, OR, 97063. PH. 541-544-2338. CONTACT: [REDACTED].
- NORTHERN WASCO CO. P.U.D.** 2345 RIVER ROAD, THE DALLES, OR, 97058. PH. 541-298-3312. CONTACT: ED ORTEGA, PE.
- SEWER:** NORTH CENTRAL PUBLIC HEALTH DISTRICT 419 EAST 7TH. STREET THE DALLES, OREGON 97058. PH. 541-506-2803. CONTACT: JESSIE ELIAS.

LEGEND:

- ◆ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMAN PLS 2788"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMAN PLS 2788" PER REF.#6
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMAN PLS 2788" PER REF.#1 UNLESS NOTED OTHERWISE
- CALCULATED CORNERS, NOT SET.
- REF.# SURVEY REFERENCE NUMBER
- FND. FOUND
- CALC. CALCULATED
- MON. MONUMENT
- C.S.# COUNTY SURVEY NUMBER
- R.R. RAILROAD
- R/W RIGHT OF WAY
- DOC. DOCUMENT
- ALUM. ALUMINUM
- APPROX. APPROXIMATE
- P.P. PARTITION PLAT
- L.C. LAND CORNER
- C.M.P. CORRUGATED METAL PIPE

NOTES:

- BEARINGS BASED ON SURVEY REFERENCE No. 1 BETWEEN MONUMENTS FOUND ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14.
- DOMESTIC WATER PROVIDED BY PRIVATE WELLS. SEWAGE DISPOSAL BY PRIVATE ON-SITE DISPOSAL SYSTEMS.
- ZONING: RC-WAM-R-2 COMPREHENSIVE DESIGNATION: WAMIC RESIDENTIAL ZONE.

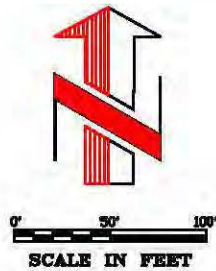
REGISTERED PROFESSIONAL LAND SURVEYOR
FOR REVIEW ONLY
OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMAN
2788
EXPIRES: 06/30/2021

Date	No.	Revisions	By	App.
		PRELIMINARY		
		PINE RIDGE SUBDIVISION		
		TAX LOT 04S-12E-14 200 (ACCT. #11457)		
		A REPLAT OF LOT 7, JUSTESEN REPLAT		
		IN THE N1/2, SECTION 14, TWP.4 S. RANGE 12 E. W.M.		
		WASCO COUNTY, OREGON		
		TENNESON ENGINEERING CORP.		
		CONSULTING ENGINEERS		
		3775 CRATES WAY		
		THE DALLES, OREGON 97058		
		PH. 541-298-9177 FAX 541-298-8857		
Date	Drawn	Scale	Sheet	
12/08/2020	T.E.C.	1" = 100'	1 of 2	
15420 Sub. 023	D.O.E.			
	Approved			

HOMESTEAD ROAD DRAWINGS & TENTATIVE PLAN

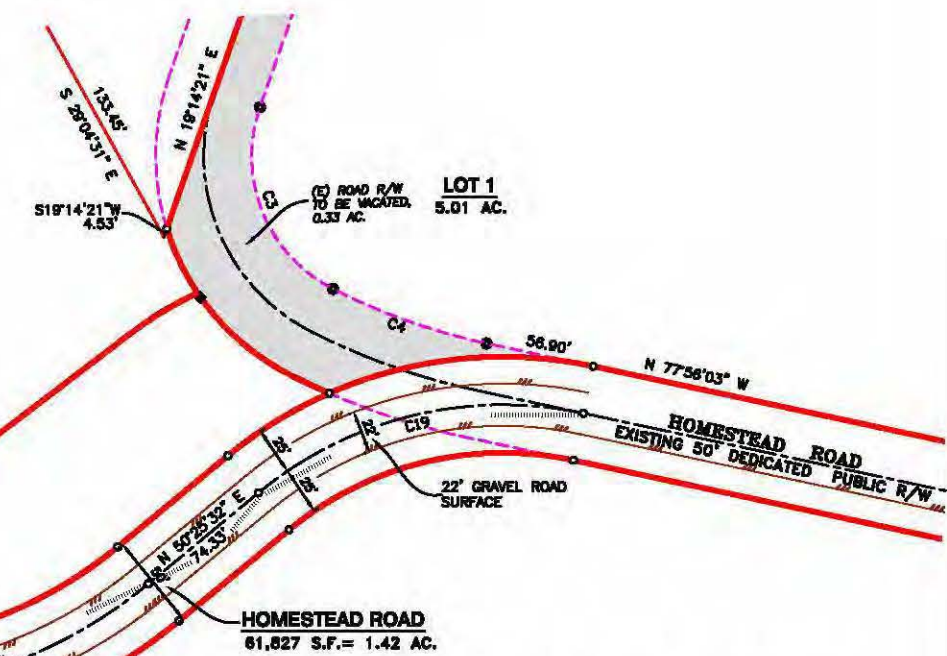
PRELIMINARY PLAT OF
PINE RIDGE SUBDIVISION

TAX LOT 4S-12-14 200 (ACCT. #11457) AND 04S-12-14B 200
A REPLAT OF LOT 7, JUSTESEN REPLAT AND IN THE
NORTH 1/2 OF SECTION 14, TOWNSHIP 4 S., RANGE 12 E., W.M.,
WASCO COUNTY, OREGON
DECEMBER 8, 2020



LEGEND:

- ◆ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" PER REF.#5
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" PER REF.#1 UNLESS NOTED OTHERWISE
- CALCULATED CORNERS, NOT SET.
- REF.# SURVEY REFERENCE NUMBER
- FND. FOUND
- CALC. CALCULATED
- MON. MONUMENT
- C.S.# COUNTY SURVEY NUMBER
- R.R. RAILROAD
- R/W RIGHT OF WAY
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- APPROX. APPROXIMATE
- P.P. PARTITION PLAT
- L.C. LAND CORNER
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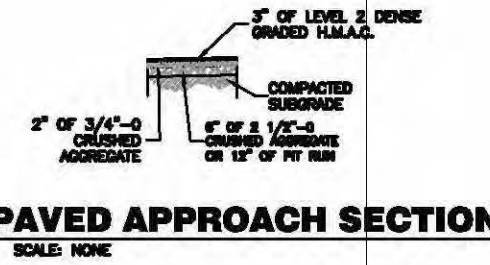
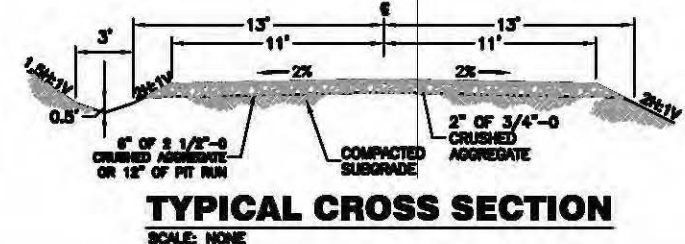


LINE	BEARING	DISTANCE
L1	N 89°56'40" W	357.78'
L4	N 85°25'07" W	98.47'
L5	N 25°19'31" W	27.21'
L6	N 89°41'10" W	58.38'
L7	N 00°00'44" E	40.50'
L8	N 71°19'27" W	150.44'
L9	N 89°53'22" W	78.59'
L10	S 19°14'21" W	121.79'

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	14°53'37"	438.25'	114.18'	57.41'	N 44°20'00" E	113.88'
C2	36°32'12"	125.00'	80.44'	41.67'	N 00°48'16" E	79.08'
C3	82°03'37"	77.80'	111.14'	67.53'	S 21°33'39" E	101.88'
C4	15°00'35"	325.00'	85.14'	42.82'	S 70°25'45" E	84.90'
C5	10°03'00"	775.00'	135.94'	68.14'	S 82°57'32" E	135.76'
C6	03°06'19"	725.00'	39.72'	19.86'	N 86°24'53" W	39.71'
C7	30°30'36"	175.00'	94.21'	48.27'	N 89°25'25" W	93.07'
C8	04°31'33"	1015.00'	80.18'	40.11'	S 87°40'54" E	80.18'
C9	40°08'36"	115.00'	80.47'	41.98'	S 45°22'19" E	78.84'
C10	64°21'38"	185.00'	207.81'	116.41'	N 57°30'20" W	197.06'
C11	01°20'57"	525.00'	12.36'	6.18'	S 89°00'41" E	12.36'
C12	18°21'42"	475.00'	152.22'	76.77'	S 80°30'18" E	151.57'
C13	17°00'45"	525.00'	155.89'	78.52'	S 79°49'50" E	155.31'
C14	18°33'55"	475.00'	153.91'	77.84'	N 80°36'25" W	153.24'
C15	43°45'57"	100.00'	100.00'	40.16'	N 89°59'17" E	74.54'
C16	21°32'10"	300.00'	112.76'	57.05'	N 57°20'14" E	112.10'
C17	30°07'55"	125.00'	65.74'	33.85'	N 81°36'06" E	84.98'
C18	28°18'31"	250.00'	114.85'	58.35'	N 83°33'48" E	113.85'
C19	51°38'25"	200.00'	180.26'	96.77'	N 76°14'45" E	174.22'
C20	26°00'28"	438.25'	199.39'	101.44'	S 49°53'26" W	197.88'

REFERENCES:

- 1) PROPERTY LINE ADJUSTMENT AND PARTITION PLAT 2004-0008 FOR JON AND FRED JUSTESEN BY TENNESON ENGINEERING CORP. W.O. #10353, RECORDED APRIL 7, 2004 DOC. #2004-1881 (SLIDE A-108A) C.S. #13-037
- 2) CEMETERY SURVEY BY C. DENNIS KRAMER, PLS 856 JULY, 1993 C.S. #8-111
- 3) WAMIC-TYGH VALLEY SECTION WAMIC MARKET ROAD BY OREGON STATE HWY. DEPT. AUGUST, 1949 C.S. #0-9-3
- 4) JUSTESEN REPLAT MP 2010-0002 FOR JON AND FRED JUSTESEN BY TENNESON ENGINEERING CORP. W.O. #12841, RECORDED FEBRUARY 8, 2010 DOC. #2010-000551 (SLIDE D-86A) C.S. #16-080



- NOTES:**
- 1) BEARINGS BASED ON SURVEY REFERENCE NO. 1 BETWEEN MONUMENTS FOUND ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14.
 - 2) DOMESTIC WATER PROVIDED BY PRIVATE WELLS. SEWAGE DISPOSAL BY PRIVATE ON-SITE DISPOSAL SYSTEMS.
 - 3) ZONING: RC-WM-R-2 COMPREHENSIVE DESIGNATION: WAMIC RESIDENTIAL ZONE.

OWNERS:
JONNIE L. JUSTESEN
FRED A. JUSTESEN
59720 TWIN LAKES ROAD
GRASS VALLEY, OR. 97029

REGISTERED PROFESSIONAL LAND SURVEYOR
FOR REVIEW ONLY
OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786
EXPIRES: 09/30/2021

Date	No.	Revisions	By	App.
		PRELIMINARY		
		PINE RIDGE SUBDIVISION		
		TAX LOT 04S-12E-14 200 (ACCT. #11457)		
		A REPLAT OF LOT 7, JUSTESEN REPLAT		
		IN THE N.1/2, SECTION 14, TWP.4 S. RANGE 12 E. W.M.		
		WASCO COUNTY, OREGON		
		TENNESON ENGINEERING CORP.		
		CONSULTING ENGINEERS		
		3776 GRAY WAY		
		THE DALLES, OREGON 97068		
		TEL. 541-286-8177 FAX 541-286-8086		
		Survey	T.E.C.	Drawn
		Design	R.B.B.	Checked
		DWG. No.	15420 Sub.003	Approved
		Date	12/08/2020	Scale
			1"= 50'	
		Work Order No.	115426	Sheet
				2 of 2

ATTACHMENT D - STAFF REPORT

File Number: 921-21-000010-PLNG

Applicant: Austin Justesen

Owner: Jonnie L. and Fred A. Justesen

Request: Relocation and Public Dedication of a 61, 827 Square Feet (1.42 Acre) section of Homestead Road.

Procedure Type: Quasi-Judicial Hearing

Prepared By: Daniel Dougherty, Senior Planner

Prepared For: Wasco County Board of Commissioners

Hearing Date: February 16, 2022

Staff Recommendation: **Approval, with conditions**

Location: The relocation of a section of Homestead Road is proposed to begin approximately 0.38 miles southwest of the Emigrant Street and Wamic Market Road intersection, approximately 0.24 miles southwest of the vacated Homestead Road entry point, and approximately 0.17 miles northeast of the Smock Road and Wamic Market Road intersection.

Beginning at the new entry point, the proposed section of Homestead Road will proceed from Wamic Market Road in a southeast direction for approximately 350 feet. This section will proceed through Jonnie Justesen’s property located at 4S 12E 14 B 400. The proposed road will then proceed in a northeast direction for approximately 1,000 feet where it will meet the existing east-west portion of Homestead Road. This section will proceed through Jonnie Justesen’s properties located at 4S 12E 14 B 400 and 4S 12E 14 400. Affected properties are more accurately described as:

<u>Map/Tax Lot</u>	<u>Acct#</u>	<u>Acres</u>
4S 12E 14 B 400	11457	44.38
4S 12E 14 400	11464	271.59

Zoning: Exclusive Farm Use (A-1) Zone
Wamic Medium Industrial (WAM-M2) Zone
Wamic Commercial (WAM- C2) Zone

Environmental Protection District: None

Past Actions:

921-20-000050-PLNG	Subdivision Pre-Application Conference
921-PLAEXT-16-12-0005	Extension of 921-PLAPAR-14-08-0006 (Expired)
921-PLAPAR-14-08-0006	Partition 44.37 acre parcel into 3 (Expired)
921-PLAROD-11-02-0001	Road Dedication, Homestead Road
921-PLAPAR-11-02-0001	Partition (Expired)
REP-08-106	Replat
921-PLAARC-08-04-8436	PAR-03-109, PLA to reconfigure then partition

I. APPLICABLE STANDARDS

Wasco County Land Use & Development Ordinance (LUDO)

A. Chapter 2 – Development Approval Procedures

Section 2.060	Application Completeness
Section 2.080	Notice
Section 2.090	Contents of Notice

B. Chapter 21 – Land Divisions

Section 21.300	Private Road Approval Public Road Dedications
Section 21.400	Improvements
Section 21.410	Public Streets and Roads

II. BACKGROUND

- A. **Legal Parcel:** In accordance with the Wasco County Land Use and Development Ordinance, a legal parcel is defined as:

(Legal) Parcel - A unit of land created as follows:

- a. A lot in an existing, duly recorded subdivision; or*
- b. A parcel in an existing, duly recorded major or minor land partition; or*
- c. By deed or land sales contract prior to September 4, 1974.*

The subject parcels were created by Replat 2010-000551, a replat of multiple previously partitioned properties. The final plat was filed with the Wasco County Clerk's office on February 8, 2010. Since the properties were created by a duly recorded major or minor land partition, they meet the definition of a legal parcel.

- B. **Site Description:** The subject property is located along the southern border of Emigrant Street, and along the northern border of Homestead Road. A seasonal creek runs from west to east in the southeast corner of the subject property. Slopes on the property ranges widely from 10-40%, with primarily north to northeast facing aspects, and elevations of 1,680-1,760 feet above sea level. Vegetation on the properties is approximately 75% grasses/shrubs, and 25% deciduous and conifer trees scattered throughout the northern portion. Most of the vegetation is located on the northern border of the property at the bottom of the slopes along the Emigrant Street.
- C. **Surrounding Land Use:** Land to the south and east of the subject property is zoned agricultural A-1(160), Exclusive Farm Use Zone. Agricultural uses on these properties primarily consist of alfalfa and rangeland for cattle. Land to the north is zoned the same as the subject parcel; WAM R-2, Wamic Residential. These properties contain residential development with a mixture of dwellings and accessory buildings. Land to the west is zoned WAM R-5, Wamic Residential. These properties also contain residential development with a mixture of dwellings and accessory buildings. Property along the southwest border is zoned WAM M-2, Wamic Medium Industrial, which is vacant land owned by the South Wasco County School District.

III. FINDINGS:

A. Chapter 2 – Development Approval Procedures

Section 2.060 - Application/Completeness (Amended 4/12)

(***)

- B. *The following matters shall be heard by the Planning Commission, pursuant to Sections 2.080, 2.090, 2.130, 2.140, 2.150, and 2.190 of this Ordinance:*

(***)

11. *Private Recommendation to the County Governing Body on public road dedications (Chapter 21).*

FINDING: The application involves a quasi-judicial hearing before the Wasco County Board of Commissioners as required under Chapter 21 Land Divisions Section 21.300 - Private Road Approval Public Road Dedications. Section 21.300 provides the following:

Section 21.300- Private Road Approval Public Road Dedications

Any person desiring to create a public or private road not part of a subdivision or land division shall make written application to the Director. Approval of a public or private road is reviewed by the County Governing Body. Public or private roads being created as part of a subdivision or land division shall be reviewed by the Planning Commission subject to the provisions of Section 2.060(B). (Emphasis added).

Section 21.300 distinguishes the “*Approval of a public or private road not part of a subdivision or land division*” from those public or private roads being “*created as part of a subdivision or land division.*” In this particular case, an existing segment of Homestead Road was vacated on April 7, 2021, by the Wasco County Board of Commissioners through Order #21-013 (See Order #21-013 in Attachment I). The applicant applied for Wasco County Board of Commissioner approval to dedicate a new segment of Homestead Road which will connect to an existing segment of Homestead Road. Based on the application request and underlying facts, staff finds that Planning Commission recommendation per Section 2.060.B.11. is not applicable to this request. Staff finds that Section 21.300. requires the request be recommended by the Public Works Director and that Director or “Approving Authority”, “*shall approve the Tentative Plan for road or street dedication and recommend to the County Governing Body the dedication of a public road*” (See 21.300.C.1) where the matter will be decided through a quasi-judicial hearing before the Wasco County Board of Commissioners.

- C. *Complete Application - An application shall be considered complete when it is submitted in accordance with the format and upon such forms as may be established by the Director. A complete application is one which contains the information required to address the relevant standards of this ordinance and the applicable standards and requirements of the Comprehensive Plan as specified by this ordinance. (Added 4/12)*
- D. *Incomplete Application - If an application is incomplete, the Director shall notify the applicant in writing of exactly what information is missing within thirty (30) days of receipt of the application and allow the applicant to submit the missing information. The application shall be deemed complete for the purpose of subsection C, Complete Application, upon receipt by the Director of:*

1. *All of the missing information;*
2. *Some of the missing information and written notice from the applicant that no other information will be provided; or*
3. *Written notice from the applicant that none of the missing information will be provided.*

On the 181st day after first being submitted, the application is void if the applicant has been notified of the missing information and has not submitted the applicable information as described above. (Added 4/12)

FINDING: The application was submitted for staff's review on January 19, 2021. The application was found to be complete on February 15, 2021, containing the information required to address the relevant standards of the ordinance and applicable standards and requirements of the Comprehensive Plan as specified by the ordinance. Staff finds the request complies with Section 2.060.C.

(***)

B. Chapter 21 – Land Divisions

(***)

Section 21.300- Private Road Approval Public Road Dedications

Any person desiring to create a public or private road not part of a subdivision or land division shall make written application to the Director. Approval of a public or private road is reviewed by the County Governing Body. Public or private roads being created as part of a subdivision or land division shall be reviewed by the Planning Commission subject to the provisions of Section 2.060(B).

A. Application for Tentative Plan

1. *An application for tentative plan approval for road or street dedication or private road approval shall be initiated as provided in Chapter 2 of this Ordinance.*
2. *The applicant shall submit to the Director a written application of a Tentative Plan prepared in accordance with subsection B of this section.*
3. *The Director shall distribute a copy of the Tentative Plan to the County Roadmaster and obtain his recommendation on the proposed action.*

FINDING: The property owner submitted a written application to the Wasco County Planning Department and a digital copy of a preliminary subdivision plan map which also serves as the tentative public road dedication map to the Planning Department on January 19, 2021. The tentative plan contained all of the information provided in Subsection 21.300.B A copy of the tentative plan was distributed to the Wasco County Public Works Director for recommendation on the proposed action by Planning Staff on October 18, 2021. Staff finds the request complies with Section 21.300.A.

B. Information Required on Tentative Plan: Tentative Plans shall include the following information presented in the following form:

1. *The Tentative Plan shall be clearly and legibly drawn to an appropriate scale so that the Approving Authority may have an adequate understanding of what is proposed.*
2. *A vicinity map showing the proposal in relationship to other existing or proposed streets.*
3. *Date, north point and scale*
4. *Name and address of applicant and the person preparing the Tentative Plan.*
5. *Appropriate identification of the drawing as a Tentative Plan.*
6. *Location of the proposed dedication or private road abutting the unit of land proposed to be approved by the Section, Township and Range sufficient to define its location and, if available, a centerline description or right of way boundary description.*
7. *Zoning classification and Comprehensive Plan Map designation.*
8. *The names of adjacent subdivisions and the names of recorded owners of adjoining lots, parcels or units of land and the amount of frontage each owner has on the proposed dedication or on the private road.*
9. *Existing roads or street(s) intersecting or meeting the proposed dedication or private road.*

FINDING: The tentative plan was professionally drawn by Tenneson Engineering Corporation, and is clearly and legibly drawn to an appropriate scale. A vicinity map demonstrates the proposed road to be dedicated in relation to the overall Pine Ridge Subdivision site, Wamic Market Road, and the remaining (and publicly dedicated) segment of Homestead Road (See Attachment C for detailed road drawings). Planning Staff confirms that the tentative plan conforms to all applicable criteria listed in the Wasco County LUDO Subsection 21.300.B. Staff finds the request complies with Section 21.300.B.

C. Approval of Road or Street Dedication

1. *After considering the recommendation by the County Roadmaster, the Approving Authority shall approve the Tentative Plan for road or street dedication and recommend to the County Governing Body the dedication of a public road if it determines that:*
 - a. *the information required by this section has been provided;*
 - b. *the road or street is or will be improved to meet all applicable standards of these regulations; and*
 - c. *dedication of the road or street to the public is consistent with the goals, policies and map of the Comprehensive Plan.*

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and meets applicable standards.

Mr. Smith provided the following commentary:

Wasco County Public Works Department Director Arthur Smith Commentary (October 19, 2021)
Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

A copy of the Director Smith's commentary is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment J.

Statewide Planning Goal 12 provides that a Transportation Plan shall "provide and encourage a safe, convenient, and economic transportation system." In order to achieve the planning goal's overall vision, the Wasco County 2040 Comprehensive Plan (See also policies and goals provided in the 2009 Wasco County Transportation Systems Plan (TSP) plan), sets forth several policies and implementation strategies.

Two specific transportation policies relevant to this request are the following:

12.1.1 Plan for and maintain an interconnected system of roads that will link communities for all users and that will provide for the existing and future needs for transportation of goods and people in the region. (Wasco County 2040 Comprehensive Plan, Page 259).

12.1.6 Ensure transparency of infrastructure requirements and ongoing costs for future development.

Implementation for Policy 12.1.6:

- a. A waiver of remonstrance for future road improvements may be required to be recorded with the County Clerk's office at the time of partition, subdivision or planned unit development application approval.
- b. A restrictive covenant agreement requiring acknowledgment of improvement and maintenance costs for local access roads will be required to be recorded with the County Clerk's office at the time of partition, subdivision or planned unit development application approval. (Wasco County 2040 Comprehensive Plan, Page 261).

The proposed road dedication will provide public access to residentially developed and developable properties. Based on the request and expert commentary, the public dedication of this segment of Homestead Road as a public road of local access that will not be added into Wasco County's publicly maintained road system, is cocondisistent with the goals and policies of the Comprehensive Plan. A **condition** required a "Road Maintenance Declaration" declaring sole responsibility for the maintenance and repairs of the proposed road be notarized and recorded prior to the road's public dedication.

An Affidavit Declaration of Road Maintenance has been submitted by the applicant and reviewed and approved by the Wasco County Public Works Director.

A copy of the Road Maintenance Declaration is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment H.

Staff finds the request complies with Section 21.300.C.1.

2. *If Tentative Plan to dedicate a road or street is recommended to the County Governing Body, and the street to be dedicated has not been improved, the Approving Authority shall recommend conditional approval on improvements of the road or street to the improvement standards recommended by the County Roadmaster.*

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and meets applicable standards.

Mr. Smith provided the following commentary:

Wasco County Public Works Department Director Arthur Smith Commentary (October 19, 2021)

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

A **condition** included requiring the owner to complete any additional required improvements directed by the Wasco County Public Works Director before the Wasco County Board of Commissioners may accept the final road dedication. **The Wasco County Public Works Director has provided to staff that the existing road meets Wasco County requirements and standards of a public road.**

Records indicate that a Road Approach Permit is not on file with the Wasco County Road Department. In order to ensure that safe access is made available to the Subject Parcel, a **condition** required the applicant to apply for and receive a Wasco County Road Approach Permit prior to the dedication of the public access road. **The Wasco County Road Department issued the applicant a Road Approach Permit [File No. PWAPPR-01-26-22-0003] on January 26, 2022.**

A copy of the Road Approach Permit is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment E.

Staff finds the request complies with Section 21.300.C.2.

D. Acceptance of Dedication by the County Governing Body

1. *Before the County Governing Body may accept the dedication, the applicant must have completed any improvements required as a condition of the approval of the dedication or have complied with Section 21.210 F of this Chapter.*
2. *Prior to acceptance by the County Governing Body, the owner of the land to be dedicated shall submit a preliminary title report issued by a title insurance company in the name of the owner of the interest in the land.*

FINDING: Following tentative approval of the public road dedication, a previous condition is included requiring the owner to complete any required improvements directed by the Wasco County Public Works Director before the Wasco County Board of Commissioners may accept the dedication. A **condition** required the property owner to submit a preliminary title report issued by a title insurance company in the name of the owner of interest in the land prior to the signing of the final order by the Wasco County Board of Commissioners dedicating the proposed public road of local access as a public road. **Wasco Title**

issued a Preliminary Title Report [Order Number: 14-53326-B] on February 07, 2022 for the subject properties that provides that the owners Jonnie L. and Fred A. Justesen hold Fee Simple title to the property as tenants in common.

A copy of the Preliminary Title Report is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment F.

Staff finds the request complies with Sections 21.300.D.1-2.

3. *Upon acceptance of the dedication by the County Governing Body, the owner of the land to be dedicated shall prepare a warranty deed dedicating the land to the public.*
4. *The County Governing Body shall indicate their approval of the dedication by an order accepting the deed and by recording such order with the recording of the deed.*

FINDING: A condition required the owner of the property prepare a Deed of Dedication dedicating the Segment of Homestead Road illustrated in the “Tentative Plan” to the public, upon the acceptance of the dedication of the road issued by the Wasco County Board of Commissioners. After the deed is prepared, the Wasco County Board of Commissioners shall indicate their approval of the dedication by an order accepting the deed and by recording such order with the recording of the deed. **A draft Deed of Dedication has been submitted, reviewed by the Wasco County Surveyor and staff, and has been found to be in significant compliance.**

A copy of the proposed Deed of Declaration is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment G.

Staff finds the request complies with Sections 21.300.D.3-4.

5. *No road or street will be accepted for maintenance as part of the county road system unless it meets the standards of subsection (B) and (C) of this Section and is ordered accepted by the County Governing Body pursuant to law.*

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and meets applicable standards. While Mr. Smith supports the request for this segment of Homestead Road to be dedicated as a “public road of local access”, he does not “support this road being accepted into the county road system” (emphasis added).

Mr. Smith provided the following commentary:

Wasco County Public Works Department Director Arthur Smith Commentary (October 19, 2021)

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

Based on expert commentary from the Wasco County Public Works Director, staff **recommends** the subject road not be included into the Wasco County road system for public maintenance, and that based on that recommendation, Section 21.300.D.5, is not applicable to this request.

E. Approval of a Private Road

- 1. The County Roadmaster shall determine if the private road meets the improvement standards and shall submit his findings as a written recommendation to the Approving Authority.*
- 2. The Approving Authority shall approve a private road if it finds that the private road meets the basic provisions and design standards of Section 21.030 and also the improvement standards for private roads.*
- 3. Upon approval of such private road, the applicant shall submit a boundary line or centerline survey of the road, unless the location of the road is already established by existing property line surveys recorded with the County Surveyor. The boundary line survey shall be submitted to the Director and the Wasco County Surveyor.*

FINDING: The newly proposed section of Homestead Road will be a public road, not a private road. Staff finds that Section 21.300.E is not applicable to this request.

Section 21.400 - Improvements

The improvement standards contained in Sections 21.400, 21.410, 21.420, and 21.430 shall apply to all subdivisions, land divisions, public road dedications and private road approvals in Wasco County.

- A. Improvement Requirements: The following improvements shall be installed at the expense of the subdivider partitioner, or person(s) creating the road:*
- 1. Roadways in all cases shall conform with the improvement standards set forth herein.*
 - 2. Sidewalks shall be constructed in dedicated pedestrian ways along streets where determined necessary by the Approving Authority for pedestrian safety.*
 - 3. The applicant shall undertake on site grading and construction or installation of drainage facilities necessary for the purpose of proper drainage of the subdivision, partition, or properties adjacent to the dedicated road.*
 - 4. The applicant shall make improvements to existing County or public roads determined necessary by the Approving Authority at connections and intersections with subdivision streets and at locations where additional subdivision lots or partition parcels are created which front on County maintained roads.*

FINDING: The proposal is to connect a new segment of Homestead Road to the existing segment of Homestead Road which is currently a dedicated public road of local access (non-publicly maintained road), that runs east-west along the south boundary of the property located at 4S 12E 14 200. The proposed segment and existing dedicated segment of Homestead Road serve two existing properties (south side of road) and will also serve the proposed Pine Ridge Subdivision Lots 1-7 that are planned on the north side of the road (Subdivision preliminarily approved through land use action File No. 921-21-000009-PLNG).

Previous commentary by Arthur Smith, Wasco County Public Works Director, concerning the dedicated portion of Homestead Road associated with the Pine Ridge Subdivision and this requested public road dedication provides that the Average Daily Trips (ADT) for the roads is estimated to be 25-250. The

proposed segment of Homestead Road to be publicly dedicated currently meets the design standards for Rural Local Roads with an ADT of 25-250.

Regarding subsections 21.400.A.1-4, Wasco County Public Works Department Director Arthur Smith provided the following commentary:

Mr. Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (October 19, 2021)

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

This road is to be dedicated as public road of local access. Sidewalks would be inconsistent with the surrounding use and our rural public road standards. I would not support the construction of sidewalks.

Based on the request, Director Smith has determined that the owner is not required to construct sidewalks. Additionally, Mr. Smith has determined that the proposed design and existing road has been improved and includes culverts and ditches where necessary for drainage and storm water control. Lastly, Mr. Smith has evaluated the proposal and determined that adequate improvements are included at the intersection of Wamic Market Road. Staff finds the request complies with Sections 21.400.A.1-4.

5. *Road shall be required as an improvement in a subdivision or partition. Wasco County shall install and maintain such road or street signs, provided the person(s) creating the road pays the expense of the initial improvement.*
6. *When necessary, and consistent with Wasco County's standards, sidewalks shall be required as part of a new road when a proposed development or land division is within an urban growth boundary, or when:*
 - a. *The subject property is located within one-quarter mile of a school, shopping center, recreation area, or other use likely to create pedestrian traffic; or*
 - b. *The surrounding area is developed with sidewalks or is zoned for commercial, industrial or urban residential uses.*
7. *Sidewalk(s) shall be constructed to applicable standards (see Table 2 Urban Wasco County Roadway Design Standards in the Wasco County Transportation System Plan). Sidewalk requirements may be waived, or may be deferred through a road improvement agreement when, in the opinion of the County, sidewalks would not be immediately necessary to accommodate pedestrian traffic.*
8. *Bicycle facilities shall be required along new roads when necessary to extend an existing bicycle route, or when a bicycle route or way is proposed within an adopted Transportation System Plan.*

FINDING: Regarding subsections 21.400.A.5-8, Wasco County Public Works Department Director Arthur Smith provided the following commentary:

Mr. Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (October 19, 2021)

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

As above - This road is to be dedicated as public road of local access. Sidewalks would be inconsistent with the surrounding use and our rural public road standards. I would not support the construction of sidewalks.

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

Bicycle facilities should not be required. This rural public road is not part of an existing route and no route along this road is proposed as part of our TSP.

Based on the request, Director Smith has determined that subsections 21.400.A.5-8 are not applicable to this request. Staff finds the request complies with Sections 21.400.A.5-8.

B. Improvement Policies and Standards: The improvement policies and standards contained herein shall apply to development conducted under provisions of this Ordinance. They are primarily intended to govern the design and construction of streets and roads which are to be accepted into the Wasco County maintained road system. These policies and standards also apply to other roads, both public and private, as determined appropriate by the Approving Authority.

It shall be the duty of the Wasco County Roadmaster to interpret the provisions and requirements of these standards in such a way as to carry out their intent and purposes.

FINDING: The Wasco County Public Works Department Director Arthur Smith has provided commentary and recommendations throughout this report. Staff finds the request complies with Sections 21.400.B.

Section 21.410 - Public Streets and Roads

A. General Design Policies: The design of improvements governed by these standards shall, in general, conform to policies set forth in the current editions of the following publications by the American Association of State Highway and Transportation Officials (AASHTO):

- 1. "A Policy on Geometric Design on Highways and Streets".*
- 2. "Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT < 400)"*

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and is

consistent with policies set forth in current editions of the above referenced publications. Staff finds the request complies with Section 21.410.A

B. Design Criteria

- 1. Improvement of public streets and roads shall conform to the design standards designated for the particular classifications indicated in Table 21-1(Rural Public Roadway Design Standards) & 21-2 (Urban Public Roadway Design Standards) of this Chapter.*
- 2. Roadway sections shall conform to the sections designated for the particular classifications.*
- 3. The design of structural sections of all roadways required by this Ordinance, including arterials, collectors, local access roads and principal highways shall conform with the General Design Policies under Section 21.410 A and the standard specifications which are applicable to construction of improvements under Section 21.410 E 2 of this Chapter. Any deviation from these standards shall be approved by the County Roadmaster.*

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and meets applicable standards. To ensure that the proposed public access road is constructed to the standards specified by the Wasco County Public Works Director, a **condition** required the applicant submit documentation that the constructed public access road has been approved by The Wasco County Public Works Director and has been determined to conform to the design standards designated for that of a Wasco County Public Access Road. **The Wasco County Public Works Director has provided to staff that the existing road meets Wasco County requirements and standards of a public road.**

Staff finds the request complies with Section 21.410.B.1-3.

C. Standard Drawings

- 1. The County Roadmaster shall have the authority to publish "Standard Drawings" for the design of public streets and roads.*
- 2. The applicant's design shall conform to the "Standard Drawings".*

FINDING: The Public Works Director did not choose to publish "Standard Drawings" for the proposed road. Section 21.410.C is not applicable.

D. General Considerations

- 1. The County Roadmaster may impose additional design requirements as are reasonably necessary to provide safe and adequate access.*

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)
No additional design requirements are necessary.

Based on Director Smith's commentary, staff finds the request complies with Section 21.410.D.1.

2. *There shall be provided a cul-de-sac at the end of each street or road that ends within the confines of a proposed subdivision or partition. Any proposed street or road that terminates at a proposed subdivision or development boundary will be provided with a temporary cul-de-sac or turnaround which may be discontinued at such time as the road or street is extended.*

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)
Not applicable.

Based on Director Smith's commentary, staff finds that Section 21.410.D.2. is not applicable to this request.

3. *Any road or street which does not connect directly to a County maintained road, city maintained street or state highway shall not be accepted for maintenance by the County. No other road or street shall be accepted for maintenance as a part of the County road system unless it is ordered accepted by the County Governing Body pursuant to law.*

FINDING: The proposal is to connect a new segment of Homestead Road to the existing segment of Homestead Road which is currently a dedicated public road of local access (non-publicly maintained road), that runs east-west along the southern boundary of the property located at 4S 12E 14 200. The request seeks to make the new segment of Homestead Road a dedicated public road of local access that is *not publically maintained*. Staff finds that Section 21.410.D.3. is not applicable to this request.

E. Development Requirements

1. Engineering:

- a. *Plans Construction plans may be required for improvements governed by these standards. Such construction plans shall be prepared under the direction of a consultant engineer registered in the State of Oregon, and shall be submitted for approval to the County Roadmaster and shall include the following information:*
 - (1) *Widths of all proposed road right of way dedication.*
 - (2) *Original ground line and grade line profile on the centerline of the proposed road.*
 - (3) *Proposed drainage structures, showing both size and type of structure.*
 - (4) *Toe of fill and top of cut lines.*
 - (5) *Typical structural section of roads to be constructed.*
 - (6) *Section lines, fractional section lines and/or Donation Land Claim lines. Also, bearing and distance from which the centerline description is prepared, and basis of bearings.*

- (7) *A vicinity map in the upper left hand corner of the first plan sheet showing the relationships of the proposed road to cities, state highways, county roads, or other well defined topographical features.*
- (8) *Proposed utilities, showing location and type. Also, a written statement that locations have been approved by affected utility companies. A composite map shall be furnished by the consultant engineer to all affected utilities.*
- (9) *The plans shall contain a standard symbol sheet approved by the County Roadmaster.*
- (10) *The stamp and signature of a consultant engineer preparing the plans.*
- (11) *The location and dimensions of the pedestrian circulation system.*
- (12) *The location and dimensions of bicycle parking, when required.*

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The finished product was constructed to standard. To require construction plans after the fact would be punitive. I will not require any items under 1.a Engineering; Construction Plans.

The existing road has been reviewed by The Wasco County Public Works Director and has been determined to be constructed to the standards provided for in this subsection, and that no construction plans are required. Based on Director Smith's commentary, staff finds the request complies with Section 21.410.E.1.a.

- b. Cost Estimates The consultant engineer shall submit, with his proposed construction plans, a construction cost estimate. This estimate shall include all related road work and affected utility installation and/or relocation.*

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The finished product was constructed to standard. To require construction plans after the fact would be punitive. I will not require any items under 1.a Engineering; Construction Plans.

The existing road has been reviewed by The Wasco County Public Works Director and has been determined to be constructed to the standards provided for in Section 21.410.E.1.a, and that no cost estimates are necessary. Based on Director Smith's commentary, staff finds the request complies with Section 21.410.E.1.b.

- c. Monumentation All horizontal curve points shall be referenced with a 5/8" x 30" steel rod set perpendicular to the tangents at the right of way line and witnessed by a white 4" x 4" x 4' cedar post or a four foot section of steel fence post painted white. In the case of a curbed street, the witness posts may be omitted.*

FINDING: The Wasco County Surveyor Bradley Cross reviewed the application materials and provided comment regarding monumentation of the existing road on November 17, 2021:

Wasco County Surveyor Bradley Cross Commentary (November 17, 2021)

I don't need to see any engineering plans, but I will need to eventually file a map of the dedication and monumentation survey.

A copy of the County Surveyor Cross' commentary is available for inspection at the Wasco County Planning Department under File 921-21-000010-PLNG, and can be found in Attachment J. A **condition** required that a survey be filed with the Wasco County Surveyor and meet the monumentation requirements provided for in this subsection.

A survey of the road described in the Deed of Declaration and the Dedication Order shall be provided in the final "Pine Ridge Subdivision" plat to be reviewed by the Wasco County Surveyor. If the final "Pine Ridge Subdivision" plat is not submitted for review, the owner of record shall provide a separate road survey for review by the Wasco County Surveyor.

Staff finds the request complies with Section 21.410.E.1.c.

2. *Construction:*

a. *Standard Specifications The Standard Specifications which are applicable to the construction of improvements governed by these standards are the following (except as they may be modified, supplemented or superseded by provisions contained herein):*

(1) *"Standard Specifications for Highway Construction", most recent edition, published by the Oregon Department of Transportation, Highway Division, except for the General Provisions contained in Sections 102 through 109.*

(2) *"Oregon Standard Specifications for Construction", most recent edition, published by the Oregon Chapter of the American Public Works Association (APWA) and the Oregon Department of Transportation (ODOT).*

References to "State and Highway Commission" shall be construed to mean Wasco County and the Wasco County Governing Body, respectively. "Engineer" and "Director" shall be construed to mean the County Roadmaster, or his properly authorized agent(s) acting within the scope of his (their) particular duties.

b. *Permits A permit to occupy and perform operations shall be obtained from the County Roadmaster prior to commencing construction within the right of way of any County maintained road.*

c. *Bond Requirements Before the dedication or deed to the public for street or road right of way is accepted by the County Governing Body, the applicant shall provide a performance bond or other security, as set forth in Section 21.210 F of this Ordinance.*

d. *Inspection Schedule After financial assurance is received by the County, the applicant shall arrange for periodic inspection by his consultant engineer. At a minimum, such inspection shall occur at the following stages of construction:*

(1) After clearing and grubbing is completed.

(2) After grading and drainage is completed.

(3) After rock surface is completed.

(4) After paving is completed.

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The site visit I made to the proposed Homestead Road verified that the road was constructed to standard and therefore the applicant utilized the applicable specifications. As above - I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road.

The existing road has been reviewed by The Wasco County Public Works Director and has been determined to be constructed to the standards provided for in subsections 21.410.E.2.a-d. Based on Director Smith's commentary, staff finds the request complies with Subsections 21.410.E.2.a-d.

e. *Certification and Warranty Requirements*

(1) When the project is completed, the consultant engineer shall certify to the County, in writing, that the project has been constructed in substantial conformance with the plans and specifications. The certification shall include a copy of the results of all conformance tests performed in conjunction with the design and construction of the project.

(2) Upon receiving said certification, the County will accept the project for normal and routine maintenance, provided the applicant posts a warranty bond equal to twenty percent (20%) of the performance bond required in Section E 2 c of this Section for the correction of any deficiencies that may arise within a period of one (1) year.

(3) Upon receiving the warranty bond for the correction of deficiencies and upon certification by the County Roadmaster that the provisions of the improvement agreement are complete, the performance bond required by Section E 2 c of this Section shall be released to the applicant.

(4) The County Roadmaster shall inspect the project at the end of one (1) year and list the deficiencies to be corrected and shall notify the applicant of such deficiencies. In the event no deficiencies are found, the warranty bond will be released to the applicant at that time.

(5) Upon notification of the deficiencies, the applicant shall commence corrective work within thirty (30) days and shall complete such work at the earliest possible

date. Upon satisfactory completion, the warranty bond shall be released to the applicant.

- (6) In the event the applicant fails to commence corrective work within thirty (30) days of notification of deficiencies, the County shall cause the corrective work to be accomplished and call on the warranty bond for reimbursement. If the amount of the warranty bond exceeds cost and expenses incurred by the County, the County shall release the remainder; and if the amount of the warranty bond is less than the cost and expenses incurred by the County, the applicant shall be liable to the County for the difference.*

FINDING: Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The site visit I made to the proposed Homestead Road verified that the road was constructed to standard and therefore the applicant utilized the applicable specifications. As above - I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road.

The existing road has been reviewed by The Wasco County Public Works Director and has been determined to be constructed to the standards provided for in subsections 21.410.E.2.a-d. Based on Director Smith's commentary, staff finds the request complies with Subsections 21.410.E.2.e.

- f. As Constructed Plans The County Roadmaster, at the completion of the project, may require the consultant engineer to furnish permanent reproducible plans of the work or an "as constructed" modification of the original permanent reproducible plans previously submitted, as may be required under Section E 1 a of this Section.*
- (1) The title sheet shall contain the consultant engineer's signed P.E. stamp and a certification signed by the engineer "that the project has been constructed in substantial conformance with the plans and specifications".*
- (2) The title sheet shall contain in the title block the name of the street or road; the name of the subdivision; the names of the applicant and consultant engineer preparing the plan; the location of the street or road according to Section, Township and Range; a typical section showing surfacing, thickness and types, side slopes and cut and fill slopes; and, a vicinity map of approximately 1"= 1 mile showing where the street or road is located in relation to Sections, Townships and Ranges and surrounding topographical features and its connections to existing County or State highways.*
- (3) The plans shall show the centerline alignment and all curve data, and direction of tangents, the location and monumentation of the street or road, right of way widths, drainage easements, section lines, lot lines of the subdivision, and all drainage structures, their sizes, lengths and locations, and underground utilities, their types, sizes and locations.*
- (4) The plans shall show the original ground line and the finish grade on the centerline, all P.I. elevations and stations, elevations of vertical curves and tangent grades.*

(5) *The plans shall have a title block in the lower right hand corner giving the name of the street or road, the subdivision, the name of the consultant engineer preparing the plans and the name of the applicant.*

(6) *The consultant engineer will provide accurate "as constructed" plans to all affected utility companies.*

FINDING: Pertaining to subsection 21.410.E.f.(3), The Wasco County Surveyor Bradley Cross reviewed the application materials and provided comment regarding monumentation of the existing road on November 17, 2021:

Wasco County Surveyor Bradley Cross Commentary (November 17, 2021)

As per ORS 209.155 a survey showing the monumented right of way should be filed with my office 180 days after completion of construction. I'm happy to have this survey be the subdivision map provided it is recorded in a timely manner after the road dedication. If the subdivision does not proceed for any reason I will require a separate survey to be filed monumenting the dedication. The current preliminary map I have is dated November 18, 2020, and it shows calculated points on the new right of way that will need to be shown as monumented on the final. I will waive the installation of centerline monuments as they can become a hazard in an unpaved road.

The Oregon Revised Statute Mr. Cross is referring to is provided below:

ORS 209.155 Removal or destruction of survey monument during road construction

(2) *The newly defined right of way may be delineated by either of the following methods:*

(a). *All control points that define the right of way centerline are monumented or referenced with monuments. The right of way boundary is monumented at all angle points, points of curve, points of tangency and at least every 1,000 feet on long curves and tangents. A survey that identifies the survey control and the new right of way and controlling centerline shall be filed with the county surveyor within 180 days after completion of construction.*

(b). *A permanent survey control point network is established referencing the new right of way and controlling centerline. The network shall consist of at least three control monuments and must span the length of the project. Each control monument shall be intervisible with at least two other control monuments. At least two monuments on the network must be part of the original control used to locate the monuments described in subsection (1)(b) of this section. A map identifying the control network and the new right of way and controlling centerline shall be filed with the county surveyor within 180 days after completion of construction.*

Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The finished product was constructed to standard. To require construction plans after the fact would be punitive. I will not require any items under 1.a Engineering; Construction Plans.

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

The site visit I made to the proposed Homestead Road verified that the road was constructed to standard and therefore the applicant utilized the applicable specifications. As above - I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road.

The existing road has been reviewed by The Wasco County Public Works Director and has been determined to be constructed to the standards provided for in Section 21.410.E.1.a, and that no cost estimates are necessary.

A **condition** required that a survey be filed with the Wasco County Surveyor and meet the monumentation requirements provided for in this subsection.

A survey of the road described in the Deed of Declaration and the Dedication Order shall be provided in the final "Pine Ridge Subdivision" plat to be reviewed by the Wasco County Surveyor. If the final "Pine Ridge Subdivision" plat is not submitted for review, the owner of record shall provide a separate road survey for review by the Wasco County Surveyor.

Based on Director Smith's commentary and the Road Survey finding, staff finds the request complies with Section 21.410.E.f.

- g. Signing Permanent traffic control and street or road identification signs will be required for all subdivisions.*
 - (1) The applicant shall deposit (in cash) with the County Roadmaster, an amount determined by the Roadmaster adequate for the construction and installation of permanent signing required. Upon receiving said cash deposit, the County will prepare, place and maintain required permanent signing.*
 - (2) Temporary construction signing will be required on all streets and roads under construction which are being used by the public. Temporary construction signing shall be in conformance with the "Manual on Uniform Traffic Control Devices", as published by the Department of Transportation, Federal Highway Administration, and supplemented by State of Oregon "Standard Practice and Interpretations", and shall be furnished, installed, maintained and removed at the expense of the applicant.*

FINDING: The proposed segment and existing dedicated segment of Homestead Road serve two existing properties (south side of road) and will also serve the proposed Pine Ridge Subdivision Lots 1-7 that are planned on the north side of the road (Subdivision preliminarily approved through land use action File No. 921-21-000009-PLNG). The Notice of Decision for the Pine Ridge Subdivision (File No. 921-21-000009-PLNG), condition 11 provides the following:

Condition 11 Notice of Decision (File No. 921-21-000009-PLNG)

11. The county will place a sign for Homestead Road at its intersection with Wamic Market Road. All other signage within the subdivision shall be the responsibility of the developer, and prior to placement shall have it approved by the Wasco County Public Works Department to ensure it meets county standards.

Regarding this subsection and Condition of Approval 11 (as provided above), Arthur Smith provided the following commentary:

WC-Public Works Department Director Arthur Smith Commentary (November 17, 2021)

Truly, I would prefer to have the applicant provide the permanent signing and then the county can install. If not, I can prepare a cost estimate and the applicant can write us a check as a non-refundable deposit.

This segment of Homestead Road is not directly associated with the proposed subdivision; however, signage is required at the Homestead Road and Wamic Market Road intersection. A **condition** required the applicant either (1) furnish a permanent road sign to the Wasco County Public Works Department for installation; or (2) pay the cost of the signage, which estimated cost will be provided for by the Wasco County Public Works Director.

The applicant has decided that the Wasco County Public Works Department will install necessary signage at the developer's cost.

The existing road requires no temporary signage. Based on the underlying facts, Director Smith's commentary, and the

ROAD APPROACH PERMIT



Wasco County Public Works

2705 East Second Street • The Dalles, OR 97058 • www.co.wasco.or.us
road dept: [541] 506-2640 • GIS: [541] 506-2658 • fax: [541] 506-2641

Pioneering pathways to prosperity.

PERMIT # PWAPPR-01-26-22-0003

ROAD APPROACH PERMIT

Road Approach is Existing / New Construction:

New construction - road approach – meets standards

LOCATION OF ROAD APPROACH:

Homestead Road - just west of 56863 Wamic Market Road
Public Road of Local Access
Township 4S, Range 12E, Section 14B, Tax Lot 400

PERMIT APPLICANT:

Name: Jonnie & Fred Justesen

Mailing Address: PO Box 2 City: Kent State: OR Zip: 97033

Phone: 541-980-6351 Fax/email: NA

PERMIT OWNER:

Name: Applicant is owner – see above information

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax/email: _____

 1/26/2022
Wasco County Public Works Director Approval Date

PRELIMINARY TITLE REPORT

Wasco Title, Inc.

210 East 4th Street

The Dalles, OR 97058

Phone: (541) 296-2495 ♦ Fax: (541) 298-2870

Date: February 07, 2022

Order Number: 14-53326-B

Fee: \$300.00

PRELIMINARY TITLE REPORT

SUPPLEMENTAL NO. 1 amends to add additional property and updates notes.

4S 12E 14 400
4S 12E 14B 400

Tenneson Engineering Corporation

Attn: Benjamin B. Beseda

3775 Crates Way

The Dalles, OR 97058

Wasco Title, Inc. is prepared to issue on request and on recording of the appropriate documents, a Stewart Title Guaranty Company policy or policies as applied for, with coverages as indicated, based on this preliminary report that as of **January 25, 2022** at 8:00 A.M. Fee Simple title to the property described herein is vested in:

Jonnie L. Justesen and Fred A. Justesen, as tenants in common;

Subject only to the exceptions shown herein and to the terms, conditions and stipulations contained in the policy form. No liability is assumed until a full premium has been paid and a policy issued.

LEGAL DESCRIPTION:

Parcels 1 and 3, Property Line Adjustment and Partition Plat, MP 2004-0008, recorded April 7, 2004 and being located in the West one-half of Section 14, Township 4 South, Range 12 East of the Willamette Meridian, County of Wasco and State of Oregon.

PRELIMINARY TITLE REPORT

SCHEDULE B**GENERAL EXCEPTIONS**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

6. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads and highways.
7. The premises herein described are within and subject to the statutory power of assessment of the Rock Creek Water District , if any.
8. Notice of Decision, including the terms and provisions thereof:
 - From : WASCO COUNTY PLANNING DEPARTMENT
 - To : JONNIE L. JUSTESEN and FRED A. JUSTESEN
 - Dated : AUGUST 4, 2021
 - Recorded : SEPTEMBER 24, 2021
 - Microfilm No. : [2021-004271](#) WASCO COUNTY RECORDS
9. Easement for utilities over and across the premises formerly included within the boundaries of a portion of Homestead Road now vacated, including terms and provisions thereof, as reserved in:
 - Ordinance No. : 21-013
 - Recorded : JANUARY 25-2022
 - Fee No. : [2022-000291](#) WASCO COUNTY RECORDS

NOTE: Taxes paid in full for 2021-2022:

Levied Amount : \$824.14
 Account No. : 11464 (Parcel 3)
 Levy Code : 1.3
 Map No. : 4S 12E 14 400

NOTE: Taxes paid in full for 2021-2022:

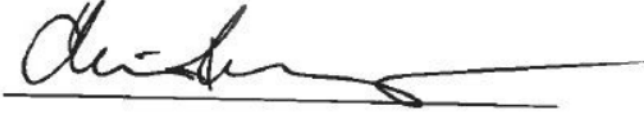
Levied Amount : \$35.67
 Account No. : 11461 (Parcel 1)
 Levy Code : 1.3
 Map No. : 4S 12E 14B 400

PRELIMINARY TITLE REPORT

NOTE: We find no judgments or Federal Tax Liens against Jonnie L. Justesen and/or Fred A. Justesen.

After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.

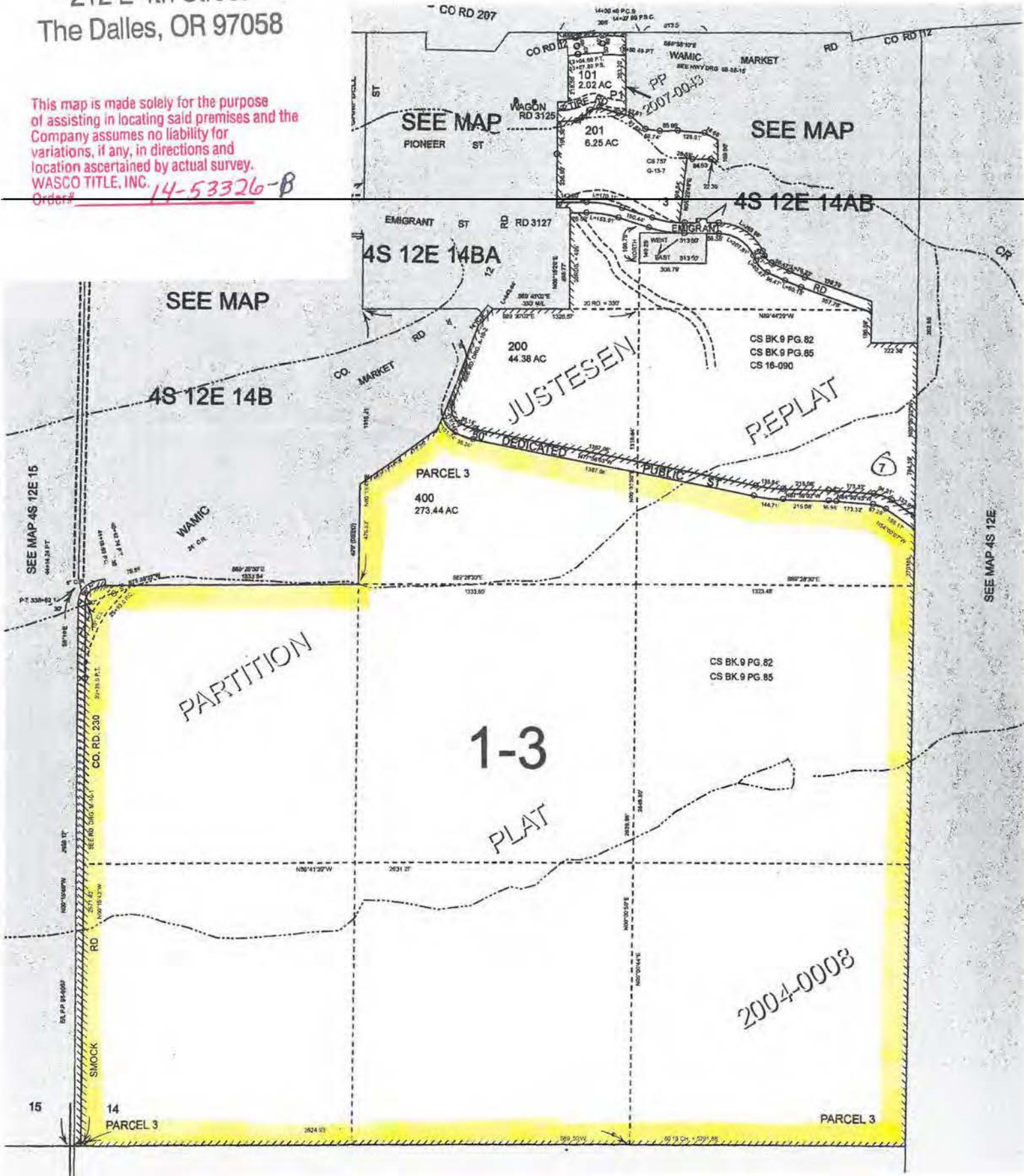
Wasco Title, Inc.

A handwritten signature in black ink, appearing to read "Chris Bloniarz", written over a horizontal line.

Chris Bloniarz, Title Officer

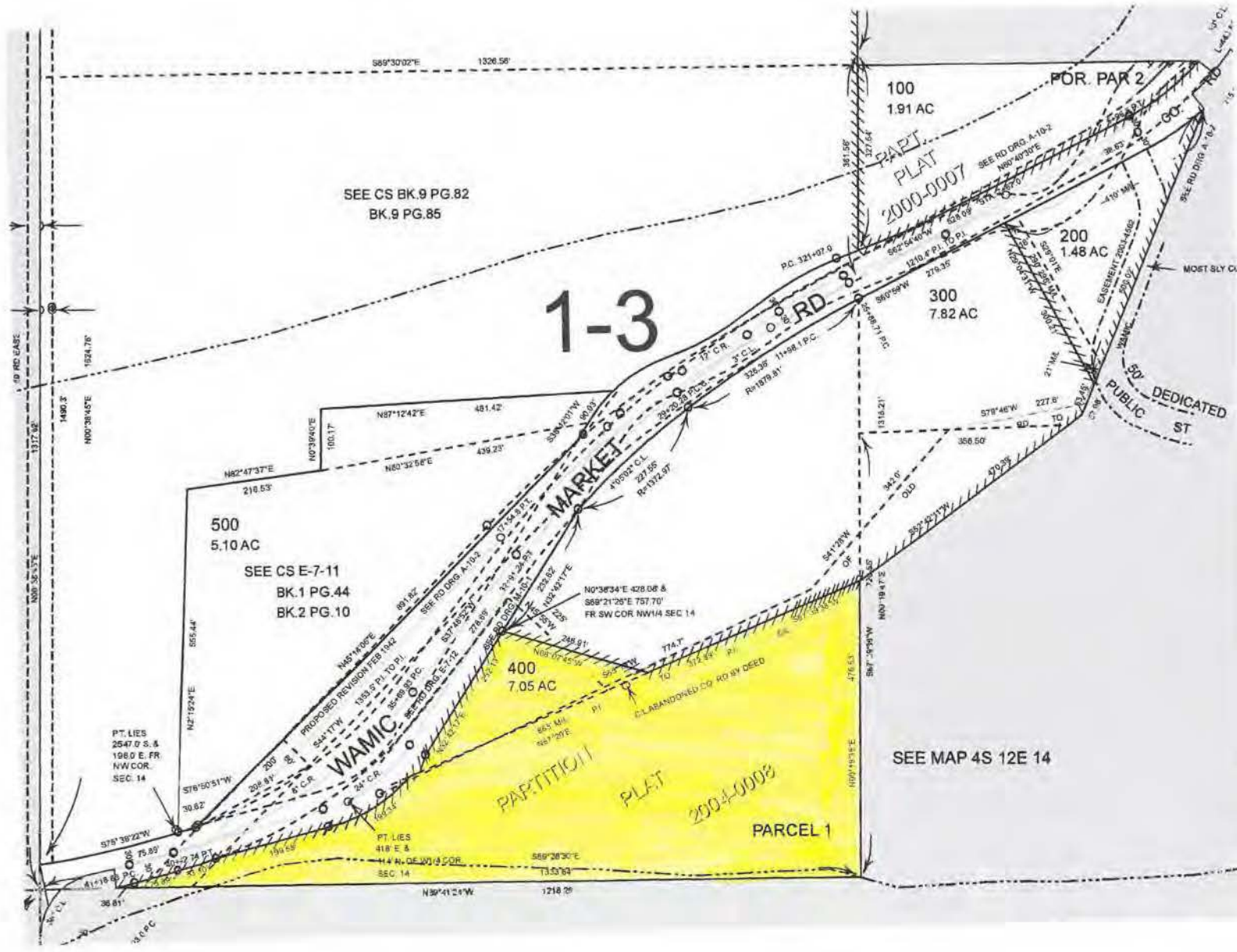
WASCO TITLE INC.
212 E 4th Street
The Dalles, OR 97058

This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in directions and location ascertained by actual survey.
WASCO TITLE, INC.
Order # 14-53326-B



WASCO TITLE INC.
212 E 4th Street
The Dalles, OR 97058

This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in directions and location ascertained by actual survey.
WASCO TITLE, INC.
Order# 14-53326-8



Grantor: Jonnie L. Justesen and Fred A. Justesen
P.O. Box 2
Kent, Oregon 97033

Grantee: Wasco County
511 Washington Street, Suite 302
The Dalles, Oregon 97058

After recording, return to:
Wasco County
511 Washington Street, Suite 302
The Dalles, Oregon 97058

Until a change is requested,
all tax statements should be sent
to the following address:
Wasco County
511 Washington Street, Suite 302
The Dalles, Oregon 97058

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that JONNIE L. JUSTESEN AND FRED A. JUSTESEN, Grantors, do hereby dedicate, grant and convey to the Public, and that WASCO COUNTY, a Municipal Corporation of the State of Oregon, hereinafter called the Grantee, does hereby accept on behalf of the public, for use as a public right-of-way the following described real property located in Wasco County, State of Oregon, to-wit:

See attached EXHIBIT "A" Legal Description

TO HAVE AND TO HOLD the above described, dedicated, granted and conveyed premises unto said Grantee, its successors and assigns forever.

Wasco County shall have the right to open, construct, improve, and maintain roads and streets of its design upon such lands and, in addition thereto, shall have the right to place or to permit others to place sidewalks, sewers, utilities, cables, pipes, electrical transmission wires, communications equipment, and such other improvements as the County shall deem necessary and convenient upon, above, or below the surface of the dedicated area.

The true consideration for this conveyance is \$0.00 and other valuable consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Exhibit A**Legal Description for Homestead Road Right-of-Way Dedication**

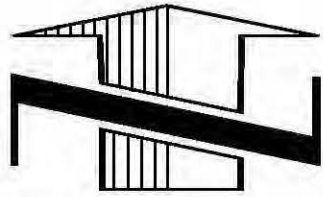
A 50 foot wide strip of land lying in Parcels 1 and 3 of Partition Plat 2004-0008 in the South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, being more particularly described as follows:

A 50.00 foot wide strip of land lying 25.00 feet on each side of the following described centerline:

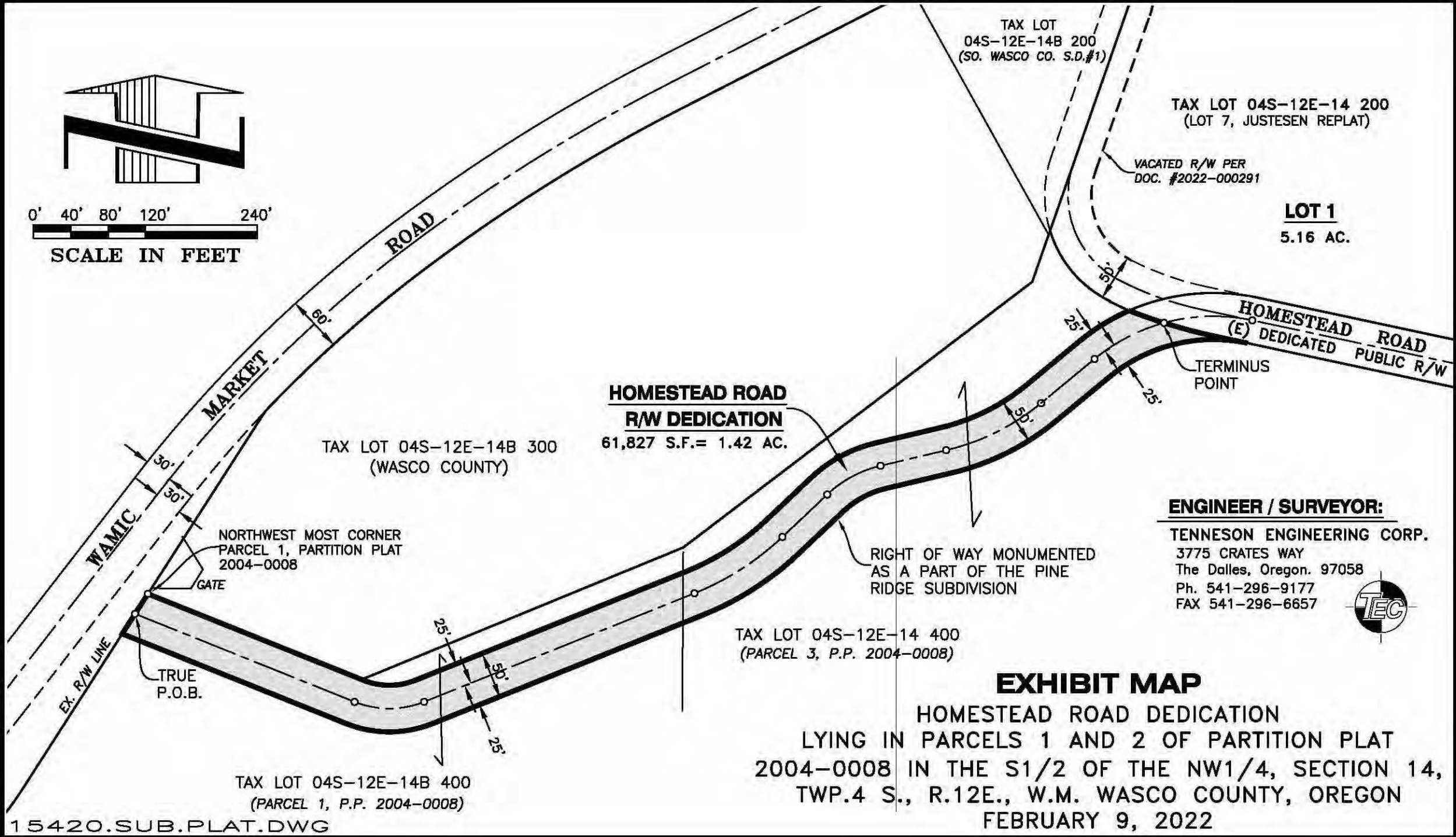
Commencing at the Northwestmost corner of said Parcel 1, said point further lying on the Southeasterly right-of-way line of Wamic Market Road; thence on said Southeasterly right-of-way line, South 32°42'17" West 25.45 feet to a point being 25.00 feet distant Southerly when measured at a right angle from the Northerly line of said Parcel 1 and true point of beginning of this description; thence leaving said Southeasterly right-of-way line parallel with and 25.00 feet distant Southerly from said Northerly line, South 68°07'45" East 253.65 feet; thence leaving said parallel line on a 100.00 foot radius curve to the left, through a central angle of 43°45'57", a distance of 76.39 feet (the long chord of which bears North 89°59'17" East 74.54 feet); thence North 68°06'19" East 312.35 feet; thence on a 300.00 foot radius curve to the left, through a central angle of 21°32'10", a distance of 112.76 feet (the long chord of which bears North 57°20'14" East 112.10 feet); thence North 46°34'09" East 66.17 feet; thence on a 125.00 foot radius curve to the right, through a central angle of 30°07'55", a distance of 65.74 feet (the long chord of which bears 61°38'06" East 64.98 feet); thence North 76°42'04" East 72.36 feet; thence on a 250.00 foot radius curve to the left, through a central angle of 26°16'31", a distance of 114.65 feet (the long chord of which bears North 63°33'48" East 113.65 feet); thence North 50°25'32" East 74.33 feet; thence on a 200.00 foot radius curve to the right, through a central angle of 23°45'50", a distance of 82.95 feet (the long chord of which bears North 62°18'27" East 82.36 feet) to the intersection with the Southerly right-of-way line of Homestead Road, as dedicated in said Partition Plat 2004-0008, and terminus point of this description.

The sidelines of the above described 50 foot wide strip of land shall be extended or truncated such that they intersect said Southeasterly right-of-way line of Wamic Market Road at the true point of beginning and intersect said Southerly right-of-way line of Homestead Road at the terminus point.

Contains 61,827 square feet (1.42 acres), more or less.



0' 40' 80' 120' 240'
SCALE IN FEET



**HOMESTEAD ROAD
R/W DEDICATION**
61,827 S.F.= 1.42 AC.

ENGINEER / SURVEYOR:
TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



EXHIBIT MAP
HOMESTEAD ROAD DEDICATION
LYING IN PARCELS 1 AND 2 OF PARTITION PLAT
2004-0008 IN THE S1/2 OF THE NW1/4, SECTION 14,
TWP.4 S., R.12E., W.M. WASCO COUNTY, OREGON
FEBRUARY 9, 2022

Requested by and Return to:

Jonnie L. Justesen and Fred A. Justesen
P.O. Box 2
Kent, OR 97033

**AFFIDAVIT DECLARATION OF ROAD
MAINTENANCE**

ATTACHMENT H

State of Oregon)
)
County of Wasco)

AFFIDAVIT DECLARATION OF ROAD MAINTENANCE

The undersigned hereby declare that they are the owners of the adjoining lands to Homestead Road, a public road right-of-way. Homestead Road provides access to said lands, said lands being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

1. We hereby declare that we shall fully bear any and all costs required for maintenance and repairs of said Homestead Road under the terms and conditions set forth herein:
2. Said Homestead Road described herein shall be used in common with other owners of said road or lands to which such road adjoins.
3. Said Homestead Road shall be maintained in a good, passable condition under all traffic and weather conditions.
4. Repairs or maintenance on said Homestead Drive shall be required when a majority of those owners who use said road for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, repairs or maintenance will commence within sixty (60) days. All such costs for such repair and maintenance will be shared equally among adjoining landowners.
5. If any adjoining landowner fails, after demand in writing, to pay their portion of the expense of repairs or maintenance upon Homestead Road herein described, action may be brought against them in a court of competent jurisdiction by the other owners on property served by Homestead Road, either jointly or severally, for contribution and costs of such legal action, including legal fees.
6. We agree to indemnify and hold harmless Wasco County of the representations of this affidavit against any breach thereof.
7. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under the law against owners of said adjoining lands to which said Homestead Road is attached who are not bound by this agreement.

IN WITNESS WHEREOF, we have executed this declaration this _____ day of _____, 2022, at The Dalles, Wasco County, Oregon.

Jonnie L. Justesen

Fred A. Justesen

State of Oregon)
)
County of Wasco)

NOTARY'S AFFIDAVIT

Before me, a notary public, on this day personally appeared the above individuals, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Notary Public's Signature and Date

ATTACHMENT H

EXHIBIT A

LOTS 1 THROUGH 7 IN THE PLAT OF PINE RIDGE SUBDIVISION.

PARCELS 1 AND 3 OF PARTITION PLAT 2004-0008.

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Jon Justesen and Fred Justesen

PO Box 2

Kent, OR 97033

Wasco County Official Records **2022-000291**
DEED-VACATE
Cnt=1 Stn=1 WASCO COUNTY 01/25/2022 01:29 PM
\$20.00 \$11.00 \$60.00 \$10.00 \$19.00 **\$120.00**



I, Lisa Gambee, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Wasco County Board of Commissioners Order #21-013

In the Matter of the Vacation of a Portion of Homestead Road in Wamic, Oregon

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Wasco County

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Jonnie L. Justesen and Fred A. Justesen

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ 0.00 Other

5) SEND TAX STATEMENTS TO:

Jon Justesen and Fred Justesen

PO Box 2

Kent, OR 97033

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: FULL
(If applicable) PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ 0.00

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT

PREVIOUSLY RECORDED IN
BOOK ____ AND PAGE _____, OR AS FEE NUMBER _____."

ROAD VACATION ORDER



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 HOMESTEAD ROAD IN WAMIC, OREGON

ORDER #21-013

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 Roads located in Wasco County, Oregon, be and are hereby declared vacated:

A PORTION OF HOMESTEAD ROAD IN WAMIC, OREGON

LEGAL DESCRIPTION

The Northern 450 feet of Homestead Road, located East of Wamic Market Road and approximately 600 feet South of Emigrant Street in the Community of Wamic, Oregon; Section 14, Township 2 South, Range 12 East, Willamette Meridian.

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

DATED this 7th Day of April, 2021.

ATTEST:



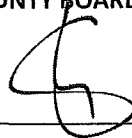
Kathy Clark, Executive Assistant

APPROVED AS TO FORM:



Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:



Scott C. Hege, Commission Chair

ABSENT

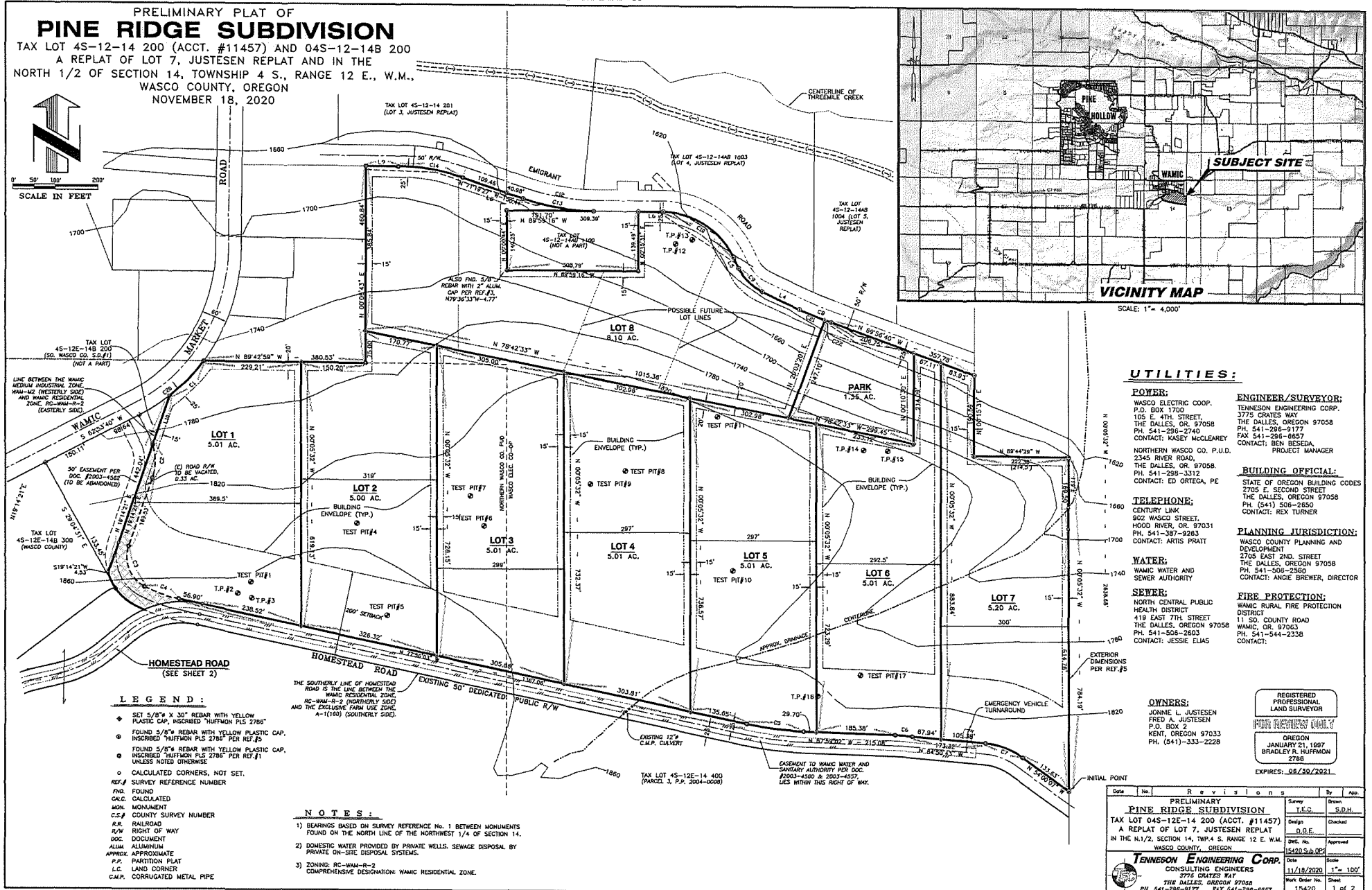
Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner

ROAD VACATION ORDER

EXHIBIT A





Daniel Dougherty <danield@co.wasco.or.us>

Homestead Road Dedication [File No. 921-21-000010-PLNG]

2 messages

Daniel Dougherty <danield@co.wasco.or.us>
To: Arthur Smith <arthurs@co.wasco.or.us>

Mon, Oct 18, 2021 at 2:44 PM

Hi Arthur,

I've finally found time to start working on the Justesen's proposed Homestead Road dedication for the new segment. As part of the WC-Land Use Ordinance, Chapter 21 Section 21.300 provides that this particular road dedication request will be heard before the County Commissioners. Before that; however, the County Road Master must provide comment/recommendation regarding the "Tentative Plan". In this case, the tentative plan is the submitted application (See attached 10182021_Updated_APP_921-21-000010-PLNG_JUSTESEN).

Section 21.300.B requires the tentative plan contain:

1. *The Tentative Plan shall be clearly and legibly drawn to an appropriate scale so that the Approving Authority may have an adequate understanding of what is proposed.*
2. *A vicinity map showing the proposal in relationship to other existing or proposed streets.*
3. *Date, north point and scale*
4. *Name and address of applicant and the person preparing the Tentative Plan.*
5. *Appropriate identification of the drawing as a Tentative Plan.*
6. *Location of the proposed dedication or private road abutting the unit of land proposed to be approved by the Section, Township and Range sufficient to define its location and, if available, a centerline description or right of way boundary description.*
7. *Zoning classification and Comprehensive Plan Map designation.*
8. *The names of adjacent subdivisions and the names of recorded owners of adjoining lots, parcels or units of land and the amount of frontage each owner has on the proposed dedication or on the private road.*
9. *Existing roads or street(s) intersecting or meeting the proposed dedication or private road.*

I've added a couple of the requirements (*Zoning classification and Comprehensive Plan Map designation*) of the affected properties, but all-in-all the plan appears to contain the required information.

You might have already provided comments/recommendation to Brent, but I can't find anything in the record.

Respectfully,

Daniel

--



Daniel Dougherty | *Senior Planner*
PLANNING DEPARTMENT

danield@co.wasco.or.us | <http://www.co.wasco.or.us/departments/planning/index.php>

541-506-2560 | Fax 541-506-2561
2705 E Second Street | The Dalles, OR 97058


Office Notice about COVID-19

Welcome back! We have resumed in-person customer service. Office hours are Tuesday and Thursday, 10am to 4pm with a lunchtime closure. Appointments can be accommodated on Fridays. Masks are required in the office unless you bring your vaccination card to demonstrate you are a full two weeks out from your final COVID-19 vaccination.

Email is still the best way to reach me! Please view our [website](#) for office hours and COVID-19 accommodations.

This correspondence does not constitute a Land Use Decision per ORS 197.015.

It is information for the Agency, RECOMMENDATIONS & COMMENTS

 **10182021_Updated_APP_921-21-000010-PLNG_JUSTESEN.pdf**
6952K

Arthur Smith <arthurs@co.wasco.or.us>
To: Daniel Dougherty <danield@co.wasco.or.us>

Tue, Oct 19, 2021 at 1:49 PM

Daniel,

I think because this had been postponed, my comments may have been lost. I will summarize.

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

Arthur

[Quoted text hidden]

--



Arthur Smith | Director
PUBLIC WORKS

arthurs@co.wasco.or.us | www.co.wasco.or.us
541-506-2645 | Fax 541-506-2641
2705 East 2nd Street | The Dalles, OR 97058

Section 21.400 - Improvements

The improvement standards contained in Sections 21.400, 21.410, 21.420, and 21.430 shall apply to all subdivisions, land divisions, public road dedications and private road approvals in Wasco County.

A. *Improvement Requirements: The following improvements shall be installed at the expense of the subdivider partitioner, or person(s) creating the road:*

1. *Roadways in all cases shall conform with the improvement standards set forth herein.*
2. *Sidewalks shall be constructed in dedicated pedestrian ways along streets where determined necessary by the Approving Authority for pedestrian safety.*
3. *The applicant shall undertake on site grading and construction or installation of drainage facilities necessary for the purpose of proper drainage of the subdivision, partition, or properties adjacent to the dedicated road.*

Commented [DD1]: This portion of Homestead Road will not front any of the proposed 8 lots in the Justesen Pine Ridge Subdivision, so I think this is inapplicable, but technical feedback is welcome.

Arthur Smith – This road is to be dedicated as public road of local access. Sidewalks would be inconsistent with the surrounding use and our rural public road standards. I would not support the construction of sidewalks.

FINDING: The proposed public access road has been reviewed by Arthur Smith, Wasco County Public Works Director. Mr. Smith has indicated to Staff that the subject road has already been improved and meets applicable standards. While Mr. Smith supports the request for this segment of Homestead Road to be dedicated as a “public road of local access”, he does not “support this road being accepted into the county road system” (emphasis added).

Mr. Smith provided the following commentary:

Wasco County Public Works Department Director Arthur Smith Commentary (October 19, 2021)

Around March or April of 2021, I made a site visit to the proposed Homestead Road. I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road and I support it being dedicated as a public road of local access. I do not support this road being accepted into the county road system.

Based on expert commentary from the Wasco County Public Works Director, staff **recommends** the subject road not be included into the Wasco County road system for public maintenance, and that based on that recommendation, Section 21.300.D.5, is not applicable to this request.

4. *The applicant shall make improvements to existing County or public roads determined necessary by the Approving Authority at connections and intersections with subdivision streets and at locations where additional subdivision lots or partition parcels are created which front on County maintained roads.*
5. *Road shall be required as an improvement in a subdivision or partition. Wasco County shall install and maintain such road or street signs, provided the person(s) creating the road pays the expense of the initial improvement.*

- 6. *When necessary, and consistent with Wasco County's standards, sidewalks shall be required as part of a new road when a proposed development or land division is within an urban growth boundary, or when:*
 - a. *The subject property is located within one-quarter mile of a school, shopping center, recreation area, or other use likely to create pedestrian traffic; or*
 - b. *The surrounding area is developed with sidewalks or is zoned for commercial, industrial or urban residential uses.*
- 7. *Sidewalk(s) shall be constructed to applicable standards (see Table 2 Urban Wasco County Roadway Design Standards in the Wasco County Transportation System Plan). Sidewalk requirements may be waived, or may be deferred through a road improvement agreement when, in the opinion of the County, sidewalks would not be immediately necessary to accommodate pedestrian traffic.*
- 8. *Bicycle facilities shall be required along new roads when necessary to extend an existing bicycle route, or when a bicycle route or way is proposed within an adopted Transportation System Plan.*

Commented [DD2]: Subsection (b) provides that sidewalks are required when "The surrounding area is developed with sidewalks or is zoned for commercial, industrial or urban residential".

This portion of Homestead Rd. heading east from Wamic Market Rd. moves through both Wamic Industrial and Commercial zones. That said, the criteria also provides "When necessary, and consistent with Wasco County standards..."

I'd like technical feedback on whether or not sidewalks are "necessary" in this case.

It's a rural community

AS – As above - This road is to be dedicated as public road of local access. Sidewalks would be inconsistent with the surrounding use and our rural public road standards. I would not support the construction of sidewalks.

- B. *Improvement Policies and Standards: The improvement policies and standards contained herein shall apply to development conducted under provisions of this Ordinance. They are primarily intended to govern the design and construction of streets and roads which are to be accepted into the Wasco County maintained road system. These policies and standards also apply to other roads, both public and private, as determined appropriate by the Approving Authority.*

Commented [DD3]: Not applicable...in my opinion, but subsection (B) below provides that it's the duty of the Roadmaster to interpret these provisions and requirements.

AS – Bicycle facilities should not be required. This rural public road is not part of an existing route and no route along this road is proposed as part of our TSP.

It shall be the duty of the Wasco County Roadmaster to interpret the provisions and requirements of these standards in such a way as to carry out their intent and purposes.

Commented [DD4]: Hence the needed technical advice for the above provisions.

Section 21.410 - Public Streets and Roads

- A. *General Design Policies: The design of improvements governed by these standards shall, in general, conform to policies set forth in the current editions of the following publications by the American Association of State Highway and Transportation Officials (AASHTO):*
 - 1. "A Policy on Geometric Design on Highways and Streets".
 - 2. "Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT < 400)"

FINDING: The preliminary design proposal has been reviewed by The Wasco County Public Works Director and has been determined consistent with policies set forth in current editions of the above referenced publications. Staff finds the request complies with Section 21.410.A

B. Design Criteria

1. *Improvement of public streets and roads shall conform to the design standards designated for the particular classifications indicated in Table 21-1(Rural Public Roadway Design Standards) & 21-2 (Urban Public Roadway Design Standards) of this Chapter.*
2. *Roadway sections shall conform to the sections designated for the particular classifications.*
3. *The design of structural sections of all roadways required by this Ordinance, including arterials, collectors, local access roads and principal highways shall conform with the General Design Policies under Section 21.410 A and the standard specifications which are applicable to construction of improvements under Section 21.410 E 2 of this Chapter. Any deviation from these standards shall be approved by the County Roadmaster.*

FINDING: The preliminary design proposal has been reviewed by The Wasco County Public Works Director and has been determined to conform to the design standards designated for that of a Wasco County Public Access Road. To ensure that the proposed public access road is constructed to the standards specified by the Wasco County Public Works Director, a **condition** included requiring the Applicant to submit documentation that the constructed public access road has been approved by The Wasco County Public Works Director and has been determined to conform to the design standards designated for that of a Wasco County Public Access Road. This must be completed prior to public dedication by the Wasco County Court. Staff finds the request complies with Section 21.410.B.

Commented [DD5]: I think this condition of approval is squared away. Prior to Planning Staff bringing the road dedication request to the BOC, the applicant shall submit documentation (official letter I'd guess), that Roadmaster agrees that the road meets the engineering standards.

AS – Agreed – the proposed road meets standards.

C. Standard Drawings

1. *The County Roadmaster shall have the authority to publish "Standard Drawings" for the design of public streets and roads.*
2. *The applicant's design shall conform to the "Standard Drawings".*

FINDING: The Public Works Director did not choose to publish “Standard Drawings” for the proposed road. Section 21.410.C is not applicable.

Commented [DD6]: Any additional design requirements per the Co. Roadmaster?

AS – No additional design requirements are necessary.

D. General Considerations

1. *The County Roadmaster may impose additional design requirements as are reasonably necessary to provide safe and adequate access.*

FINDING:

2. *There shall be provided a cul-de-sac at the end of each street or road that ends within the confines of a proposed subdivision or partition. Any proposed street or road that terminates at a proposed subdivision or development boundary will be provided with a temporary cul-de-sac or turnaround which may be discontinued at such time as the road or street is extended.*

Commented [DD7]: Not applicable? This portion of Homestead Rd. merges with a pre-existing portion of Homestead Rd.

AS – Agreed – not applicable

FINDING:

3. *Any road or street which does not connect directly to a County maintained road, city maintained street or state highway shall not be accepted for maintenance by the County. No other road or street shall be accepted for maintenance as a part of the County road system unless it is ordered accepted by the County Governing Body pursuant to law.*

FINDING: The proposal is to connect a new segment of Homestead Road to the existing segment of Homestead Road which is currently a dedicated public road of local access (non-publicly maintained road), that runs east-west along the southern boundary of the property located at 4S 12E 14 200. The request seeks to make the new segment of Homestead Road a dedicated public road of local access that is *not publically maintained*. Staff finds that Section 21.400.D.4 is not applicable to this request.

E. Development Requirements

1. **Engineering:**

- a. *Plans Construction plans may be required for improvements governed by these standards. Such construction plans shall be prepared under the direction of a consultant engineer registered in the State of Oregon, and shall be submitted for approval to the County Roadmaster and shall include the following information:*
 - (1) *Widths of all proposed road right of way dedication.*
 - (2) *Original ground line and grade line profile on the centerline of the proposed road.*
 - (3) *Proposed drainage structures, showing both size and type of structure.*
 - (4) *Toe of fill and top of cut lines.*
 - (5) *Typical structural section of roads to be constructed.*
 - (6) *Section lines, fractional section lines and/or Donation Land Claim lines. Also, bearing and distance from which the centerline description is prepared, and basis of bearings.*
 - (7) *A vicinity map in the upper left hand corner of the first plan sheet showing the relationships of the proposed road to cities, state highways, county roads, or other well defined topographical features.*
 - (8) *Proposed utilities, showing location and type. Also, a written statement that locations have been approved by affected utility companies. A composite map shall be furnished by the consultant engineer to all affected utilities.*

Commented [DD8]: The issue with these criteria is that the road has already been completed. The criteria specifically provides "...plans *may* be required..."

That being said, before I make a Finding of "Inapplicable" to this request, I'll need some technical feedback.

The Planning criteria provides that the plans *may* be required. I don't know if other law requires road construction plans be created and reviewed by the Road Dept. or Surveyor

AS – The finished product was constructed to standard. To require construction plans after the fact would be punitive. I will not require any items under 1.a Engineering: Construction Plans

(9) *The plans shall contain a standard symbol sheet approved by the County Roadmaster.*

(10) *The stamp and signature of a consultant engineer preparing the plans.*

(11) *The location and dimensions of the pedestrian circulation system.*

(12) *The location and dimensions of bicycle parking, when required.*

b. *Cost Estimates The consultant engineer shall submit, with his proposed construction plans, a construction cost estimate. This estimate shall include all related road work and affected utility installation and/or relocation.*

c. *Monumentation All horizontal curve points shall be referenced with a 5/8" x 30" steel rod set perpendicular to the tangents at the right of way line and witnessed by a white 4" x 4" x 4' cedar post or a four foot section of steel fence post painted white. In the case of a curbed street, the witness posts may be omitted.*

2. **Construction:**

a. *Standard Specifications The Standard Specifications which are applicable to the construction of improvements governed by these standards are the following (except as they may be modified, supplemented or superseded by provisions contained herein):*

(1) *"Standard Specifications for Highway Construction", most recent edition, published by the Oregon Department of Transportation, Highway Division, except for the General Provisions contained in Sections 102 through 109.*

(2) *"Oregon Standard Specifications for Construction", most recent edition, published by the Oregon Chapter of the American Public Works Association (APWA) and the Oregon Department of Transportation (ODOT).*

References to "State and Highway Commission" shall be construed to mean Wasco County and the Wasco County Governing Body, respectively. "Engineer" and "Director" shall be construed to mean the County Roadmaster, or his properly authorized agent(s) acting within the scope of his (their) particular duties.

b. *Permits A permit to occupy and perform operations shall be obtained from the County Roadmaster prior to commencing construction within the right of way of any County maintained road.*

c. *Bond Requirements Before the dedication or deed to the public for street or road right of way is accepted by the County Governing Body, the applicant shall provide a performance bond or other security, as set forth in Section 21.210 F of this Ordinance.*

Commented [DD9]: Does the County Surveyor need to review the plans regarding these monuments? Planning criteria provides that the plans *may* be required.

BC - I don't need to see any engineering plans, but I will need to eventually file a map of the dedication and monumentation survey.

I don't know if other law requires road construction plans be created and reviewed.

Commented [DD10]: Same issue as above. The road is constructed, so these criteria are inapplicable? However, I'll need some specific feedback pertaining to these criteria.

AS - The site visit I made to the proposed Homestead Road verified that the road was constructed to standard and therefore the applicant utilized the applicable specifications. As above - I drove the entire road length and inspected the different road components - width, drainage, materials used, etc. This proposed road meets all the county requirements and standards of a public road.

- d. *Inspection Schedule After financial assurance is received by the County, the applicant shall arrange for periodic inspection by his consultant engineer. At a minimum, such inspection shall occur at the following stages of construction:*
- (1) After clearing and grubbing is completed.*
 - (2) After grading and drainage is completed.*
 - (3) After rock surface is completed.*
 - (4) After paving is completed.*
- e. *Certification and Warranty Requirements*
- (1) When the project is completed, the consultant engineer shall certify to the County, in writing, that the project has been constructed in substantial conformance with the plans and specifications. The certification shall include a copy of the results of all conformance tests performed in conjunction with the design and construction of the project.*
 - (2) Upon receiving said certification, the County will accept the project for normal and routine maintenance, provided the applicant posts a warranty bond equal to twenty percent (20%) of the performance bond required in Section E 2 c of this Section for the correction of any deficiencies that may arise within a period of one (1) year.*
 - (3) Upon receiving the warranty bond for the correction of deficiencies and upon certification by the County Roadmaster that the provisions of the improvement agreement are complete, the performance bond required by Section E 2 c of this Section shall be released to the applicant.*
 - (4) The County Roadmaster shall inspect the project at the end of one (1) year and list the deficiencies to be corrected and shall notify the applicant of such deficiencies. In the event no deficiencies are found, the warranty bond will be released to the applicant at that time.*
 - (5) Upon notification of the deficiencies, the applicant shall commence corrective work within thirty (30) days and shall complete such work at the earliest possible date. Upon satisfactory completion, the warranty bond shall be released to the applicant.*
 - (6) In the event the applicant fails to commence corrective work within thirty (30) days of notification of deficiencies, the County shall cause the corrective work to be accomplished and call on the warranty bond for reimbursement. If the amount of the warranty bond exceeds cost and expenses incurred by the County, the County shall release the remainder; and if the amount of the warranty bond is less than the cost and expenses incurred by the County, the applicant shall be liable to the County for the difference.*

- f. *As Constructed Plans The County Roadmaster, at the completion of the project, may require the consultant engineer to furnish permanent reproducible plans of the work or an "as constructed" modification of the original permanent reproducible plans previously submitted, as may be required under Section E 1 a of this Section.*
- (1) *The title sheet shall contain the consultant engineer's signed P.E. stamp and a certification signed by the engineer "that the project has been constructed in substantial conformance with the plans and specifications".*
 - (2) *The title sheet shall contain in the title block the name of the street or road; the name of the subdivision; the names of the applicant and consultant engineer preparing the plan; the location of the street or road according to Section, Township and Range; a typical section showing surfacing, thickness and types, side slopes and cut and fill slopes; and, a vicinity map of approximately 1"= 1 mile showing where the street or road is located in relation to Sections, Townships and Ranges and surrounding topographical features and its connections to existing County or State highways.*
 - (3) *The plans shall show the centerline alignment and all curve data, and direction of tangents, the location and monumentation of the street or road, right of way widths, drainage easements, section lines, lot lines of the subdivision, and all drainage structures, their sizes, lengths and locations, and underground utilities, their types, sizes and locations.*
 - (4) *The plans shall show the original ground line and the finish grade on the centerline, all P.I. elevations and stations, elevations of vertical curves and tangent grades.*
 - (5) *The plans shall have a title block in the lower right hand corner giving the name of the street or road, the subdivision, the name of the consultant engineer preparing the plans and the name of the applicant.*
 - (6) *The consultant engineer will provide accurate "as constructed" plans to all affected utility companies.*
- g. *Signing Permanent traffic control and street or road identification signs will be required for all subdivisions.*
- (1) *The applicant shall deposit (in cash) with the County Roadmaster, an amount determined by the Roadmaster adequate for the construction and installation of permanent signing required. Upon receiving said cash deposit, the County will prepare, place and maintain required permanent signing.*
 - (2) *Temporary construction signing will be required on all streets and roads under construction which are being used by the public. Temporary construction signing shall be in conformance with the "Manual on Uniform*

Commented [DD11]: Does the County Surveyor need to review the plans regarding these monuments?

BC – As per ORS 209.155 a survey showing the monumented right of way should be filed with my office 180 days after completion of construction. I'm happy to have this survey be the subdivision map provided it is recorded in a timely manner after the road dedication. If the subdivision does not proceed for any reason I will require a separate survey to be filed monumenting the dedication. The current preliminary map I have is dated November 18, 2020, and it shows calculated points on the new right of way that will need to be shown as monumented on the final. I will waive the installation of centerline monuments as they can become a hazard in an un paved road.

Commented [DD12]: The Justesen preliminary subdivision Notice of Decision contains a Condition of Approval requiring signage at the Homestead Rd. Wamic Market Rd. intersection.

This deposit would ensure that once Homestead Rd. is dedicated, the sign is actually installed per the Condition of Approval in the Subdivision Notice of Decision.

Let me know if that logic works?

AS – The idea works. Truly, I would prefer to have the applicant provide the permanent signing and then the county can install. If not, I can prepare a cost estimate and the applicant can write us a check as a non-refundable deposit.

Traffic Control Devices", as published by the Department of Transportation, Federal Highway Administration, and supplemented by State of Oregon "Standard Practice and Interpretations", and shall be furnished, installed, maintained and removed at the expense of the applicant.

Commented [DD13]: Non applicable. The road is already built.
AS - Agreed



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ACCEPTING THE DEDICATION OF A PUBLIC ACCESS ROAD LYING 0.38 MILES SOUTHWEST OF THE EMIGRANT STREET AND WAMIC MARKET ROAD INTERSECTION AND APPROXIMATELY 0.17 MILES NORTHEAST OF THE SMOCK ROAD AND WAMIC MARKET ROAD INTERSECTION, IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, WASCO COUNTY, OREGON, TO BE NAMED "HOMESTEAD ROAD": FILE NUMBER 921-21-000010-PLNG.

ORDER #22-006

NOW ON THIS DAY, the above-entitled matter having come on a regularly scheduled Board meeting 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 on January 1, 2021, a "Tentative Road Dedication Plan" application was received from Austin Justesen seeking a public road dedication, lying 0.38 miles southwest of the Emigrant street and Wamic Market Road intersection and approximately 0.17 miles northeast of the Smock Road and Wamic Market Road intersection, in the South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, The requested name for the road is "Homestead Road"; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County Land Use and Development Ordinance (WC-LUDO) Chapter 21 Land Divisions, Section 21.300 Private Road Approval Public Road Dedications, provides that a request for approval of a public or private road not part of a subdivision or land division shall be initiated through the submission of a "Tentative Road Dedication Plan" application to the Wasco County Planning Department, where the submitted plan shall be reviewed by the Wasco County Public Works Director and Planning Director, and that after consideration of those recommendations provided by the Wasco County Public Works Director, the Planning Director shall approve the "Tentative Road Dedication Plan" and recommend to the County Governing Body the dedication of a public road if the following standards have been met: (1) The "Tentative Road Dedication Plan" provides the information required in the WC-LUDO Chapter 21 Land Division, Section 21.300 Private Road Approval Public Road Dedications; (2) the road or street is or will be improved to meet all applicable standards within Chapter 21 Land Divisions; and (3) the dedication of the road or street to the public is consistent with the goals, policies and map of the Comprehensive Plan; and

IT FURTHER APPEARING TO THE BOARD: That on January 1, 2021, a "Tentative Road Dedication Plan" application was received from Austin Justesen seeking a public road dedication that is not part of a subdivision or land division, and that the proposed "Tentative Road Dedication Plan" has been reviewed by the Wasco County Public Works Director and the Planning Director, and that the tentative plan meets the requirements for recommendation to the County Governing Body, and that the road shall be dedicated for public use upon demonstration by the applicant that the following conditions have been met:

- (1) A Wasco County Road Approach Permit shall be obtained;

- (2) The property owner shall submit a preliminary title report issued by a title insurance company in the name of the owner of interest in the land prior to the signing of the final dedication order by the Wasco County Board of Commissioners;
- (3) The property owner shall prepare a Deed of Dedication dedicating the road outlined within the "Tentative Road Dedication Plan" to the public, whereupon the Dedication Deed and this Order shall be recorded with the Wasco County Clerk;
- (4) A "Road Maintenance Declaration" declaring sole responsibility for the maintenance and repairs of the road described in the Declaration Deed and this Order shall be recorded with the Wasco County Clerk;
- (5) Obtain approval from the Wasco County Public Works Director that the constructed public access road conforms to the design standards required for a Wasco County Public Access Road;
- (6) A survey of the road described in the Deed of Declaration and this Order shall be provided in the final "Pine Ridge Subdivision" plat that shall be reviewed by the Wasco County Surveyor. If the final "Pine Ridge Subdivision" plat is not submitted for review, the owner of record shall provide a separate road survey for review by the Wasco County Surveyor;
- (7) The Wasco County Public Works Department will install necessary signage at the developer's cost;

IT FURTHER APPEARING TO THE BOARD: That on February 16, 2022 at 9:30 am, the Board reviewed the request, and approve the request by Austin Justesen to accept a public access road to be named "Homestead Road" lying in the South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon.

NOW THEREFORE IT IS HEREBY ORDERED: That the request by Austin Justesen for the acceptance of a public access road to be named "Homestead Road" lying in the South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon.

DATED this 16th Day of February, 2022.

ATTEST:

Kathy Clark, Executive Assistant

APPROVED AS TO FORM:

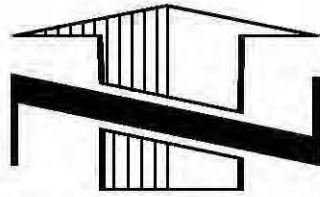
Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

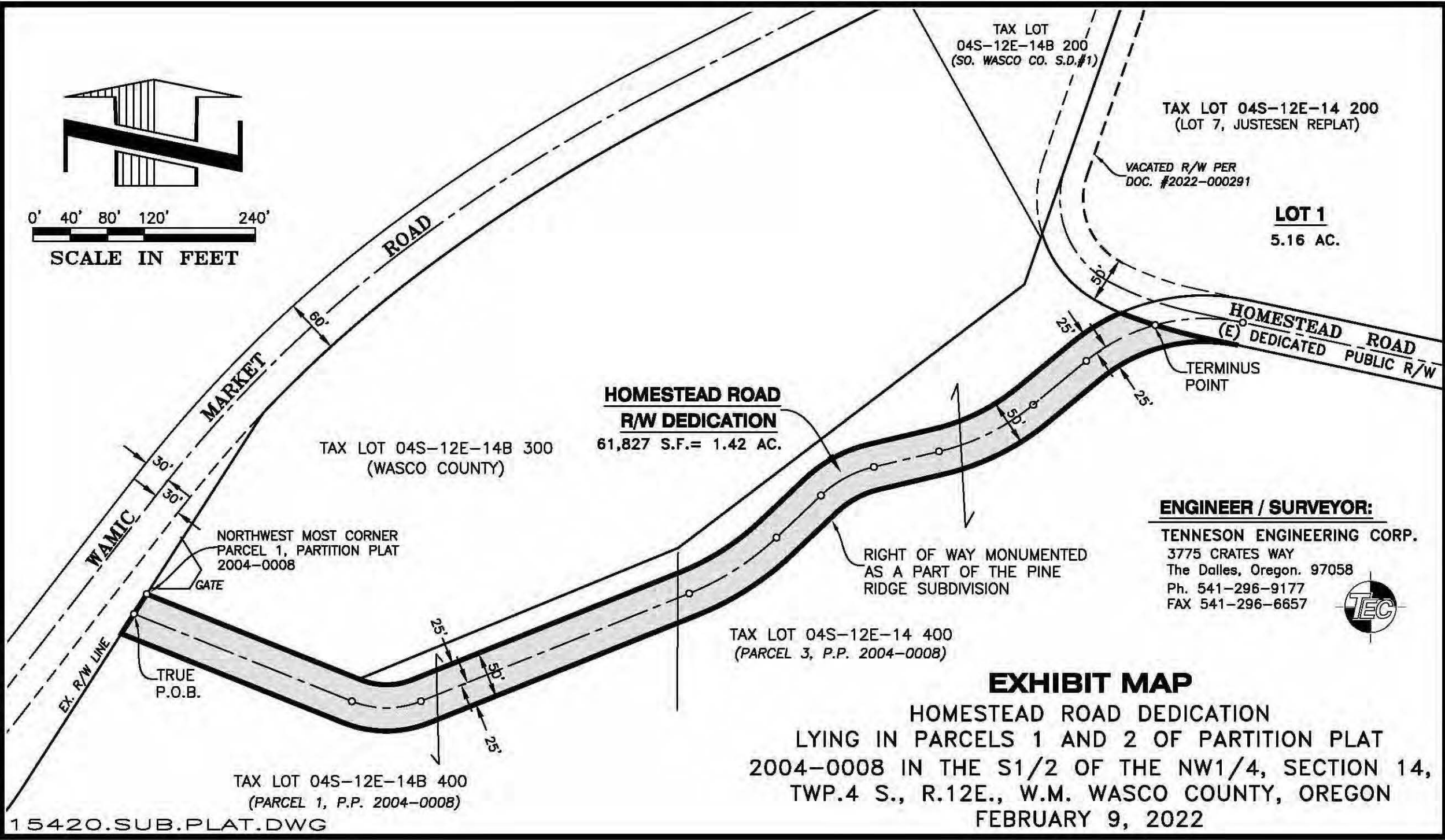
Kathleen B. Schwartz, Commission Chair

Scott C. Hege, Vice-Chair

Steven D. Kramer, County Commissioner



0' 40' 80' 120' 240'
SCALE IN FEET



TAX LOT
04S-12E-14B 200
(SO. WASCO CO. S.D.#1)

TAX LOT 04S-12E-14 200
(LOT 7, JUSTESEN REPLAT)

VACATED R/W PER
DOC. #2022-000291

LOT 1
5.16 AC.

**HOMESTEAD ROAD
R/W DEDICATION**
61,827 S.F.= 1.42 AC.

TAX LOT 04S-12E-14B 300
(WASCO COUNTY)

NORTHWEST MOST CORNER
PARCEL 1, PARTITION PLAT
2004-0008

GATE

TRUE
P.O.B.

TAX LOT 04S-12E-14B 400
(PARCEL 1, P.P. 2004-0008)

TAX LOT 04S-12E-14 400
(PARCEL 3, P.P. 2004-0008)

RIGHT OF WAY MONUMENTED
AS A PART OF THE PINE
RIDGE SUBDIVISION

ENGINEER / SURVEYOR:
TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



EXHIBIT MAP

HOMESTEAD ROAD DEDICATION
LYING IN PARCELS 1 AND 2 OF PARTITION PLAT
2004-0008 IN THE S1/2 OF THE NW1/4, SECTION 14,
TWP.4 S., R.12E., W.M. WASCO COUNTY, OREGON
FEBRUARY 9, 2022



MOTION

SUBJECT: Road Dedication

I move to approve Order 20-006 accepting the Dedication of a public access road lying 0.38 miles Southwest of the Emigrant Street and Wamic Market Road intersection and approximately 0.17 miles Northeast of the Smock Road And Wamic Market Road intersection, in The South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, to be named "Homestead Road": File Number 921-21-000010-PIng.



AGENDA ITEM

Household Hazardous Waste Search App

[STAFF MEMO](#)

[RECOLLECT AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: RECOLLECT APP FOR TRICOUNTY HAZARDOUS WASTE & RECYCLING PROGRAM WEBSITE

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MORGAINE RIGGINS AND DAVID SKAKEL

DATE: 2/16/2022

BACKGROUND INFORMATION:

Part of the Tri-County Hazardous Waste & Recycling Program's mission is to provide recycling and education outreach, as well as contamination reduction of collected recyclables, in Wasco, Hood River, and Sherman Counties. As recycling rules have changed, providing clear information can be a challenge, and many residents of the Tri-County area are looking for answers. One solution is to provide an app on our homepage that allows users to search items they are unsure about and find out where they can be disposed of in the Tri-County area.

The app, called the "Waste Wizard" is hosted by ReCollect and is widely used among various municipalities' solid waste districts. For Tri-County Hazardous Waste & Recycling Program's purposes, residents of the Tri-County area will have the ability to search for items based on their zip codes, allowing them to get answers specific to their location. With searches being defined by zip code, it will account for the subtle differences in recycling and garbage collection within the Tri-County area. This app will not only include items that are recyclable, but also items that are hazardous waste, compost, or garbage, and can be tailored to include items and information specific to each service area. Additionally, part of the app is providing an event calendar. This event calendar will be for residents to keep track of household hazardous waste collection events and receive reminders via email if they choose.

A beneficial feature provided by ReCollect with the purchase of their services is an on-going detailed analytics report. The analytics report will allow Tri-County Hazardous Waste & Recycling Program to see: how many searches per zip code, what the top searches are, and how much usage the app receives. By having insight into what residents are searching, Tri-County Hazardous Waste & Recycling Program will be able to fill in the gaps of its education and outreach methods.

ReCollect is a sole source provider for an app of this nature, as well as an approved Sourcewell vendor. Tri-County Hazardous Waste & Recycling program does not currently have a contract with ReCollect, but has received a quote and service agreement. Tri-County Hazardous Waste & Recycling Program has gained approval from their Steering Committee and is now seeking approval from the Board of County Commissioners.

Attached: ReCollect Service Agreement & Quote PDF

Example of Waste Wizard: <https://www.walkingmountains.org/sustainability-hub/recycling-and-waste-diversion/eagle-county-waste-wizard/>



SUBSCRIPTION SERVICES AGREEMENT
SourceWell (formally NJPA) Awarded Contract #041521-RCS

1. Agreement

This Subscription Services Agreement (this “**Agreement**”) is made as of the Effective Date set forth below between Routeware Inc. DBA ReCollect Systems Inc. (“**ReCollect**”) and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Subscription Service Agreement (the “**Cover Pages**”); (b) the Schedule entitled “**General Terms and Conditions**”; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the “**Schedules**”); and (d) all order forms issued and accepted hereunder (each, an “**Order Form**”). Each service (“**Service**”) provided hereunder shall be the subject of a Schedule (a “**Service Schedule**”) that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

Effective Date:	March 1, 2022
Termination Date:	February 28, 2023
Contract Number:	2022028v01
Initial Subscription Amount:	\$6,972.00
One-time Fees:	\$0.00
Service Addresses or Population	12,000 Service Addresses

2. Customer Information

Customer:	Tri County Hazardous Waste and Recycling
Contact Name:	Morgaine Riggins
Contact Title:	Outreach and Communication Assistant
Address:	2705 East Second St
City, State/Province, Zip/Postal Code:	The Dalles, OR 97058
Phone:	541-506-2529
Email:	morgainer@co.wasco.or.us
SourceWell Member Number	ID# 26214

3. Billing Information

Contact Name:	Morgaine Riggins
Contact Title:	Outreach and Communication Assistant
Billing Address:	2705 East Second St
City, State/Province, Zip/Postal Code:	The Dalles, OR 97058
Phone:	541-506-2529
Email:	morgainer@co.wasco.or.us

4. ReCollect Information

Address: Routeware Inc.
 16525 SW 72nd Ave
 Portland, OR 97224
 USA

Contact Name: Lanae Bulkley

Phone: +1.503.906.8500

Email: accountsreceivable@routeware.com

5. Schedules

List of included Schedules:

- A. General Terms and Conditions
- B. Order Form
- C. Service Schedule
- D. Special Terms and Conditions

6. Authorization

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

ROUTEWARE INC.

Tri County Hazardous Waste and Recycling

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1. **INTERPRETATION**

1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.

1.2. All references to dollars or "\$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.

1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."

1.4. In this Agreement:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

"Affiliate" means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

"API" means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

"App Store Addendum" means the App Store Addendum, if any, attached to and forming part of this Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Confidential Information" means all information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

"Customer Content" means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

"Customer Data" means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.

"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer's waste collection service.

"Taxes" has the meaning given in Section 5.5.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.

"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. SERVICES

- 2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.
- 2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.
- 2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. APP STORE MANAGEMENT

- 3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. TERM

- 4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.
- 4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a **"Renewal Term"**), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The **"Term"** shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. FEES AND PAYMENT TERMS

- 5.1. **Fees.** Customer will pay to ReCollect the fees set forth in each Order Form (the **"Fees"**). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.
- 5.2. **Service Addresses or Population.** ReCollect sets its Fees based on the number of Service Addresses of the Customer or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses or Population in excess of the number of Service Addresses or Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.
- 5.3. **Price Adjustment.** Beginning on the first full calendar year commencing after the Effective Date or on the one year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Fees, effective on the first day of the subsequent year.
- 5.4. **Payment terms.** ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
- 5.5. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, **"Taxes"**). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.6. **Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.
- 5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.
- 5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.9. **Credit Card payments.** There is a 3.0% handling charge for accepting payment by credit card for invoices.
- 5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.
- 6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.
- 6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.
- 6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.
- 6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. DATA SECURITY AND PRIVACY

- 7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.
- 7.2. **ReCollect's obligations.**
- 7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("**Handle**" or "**Handling**") Personal Information.
- 7.2.2. ReCollect's Handling of Personal Information is subject to its "**Terms of Use**" (<https://policy.recollect.net/terms>) and "**Privacy Policy**" (<https://policy.recollect.net/privacy>) in effect from time to time, as posted to its website.

- 7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:
- (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
 - (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
 - (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by Law.
- 7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.
- 7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- 7.2.7. Upon the Customer's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer's consent.
- 7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. **Customer's Obligations**

- 7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.
- 7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.
- 7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.
- 7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.
- 7.3.5. The Customer's access to the ReCollect Platform is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.

- 7.4. **Data Backup.** ReCollect regularly backs up Customer Data provided to ReCollect, including work product generated by ReCollect, in accordance with industry standard practices, for use in connection with the Services. Such backups are retained for the purpose of continuity in provision of the Services and will be maintained and replaced from time to time pursuant to ReCollect's data retention policies. For clarity, the Services are not intended to be a substitute for Customer keeping regular data backups or redundant data archives of Customer Data provided to ReCollect (for

example route data and GIS data) for Customer's other purposes. ReCollect's obligations in relation to data backups are limited to using commercially reasonable efforts to maintain backups for use in connection with the Services. ReCollect will have no obligation or liability any loss, alteration, destruction, damage, corruption or recovery of Customer Data.

8. CONFIDENTIALITY

- 8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.
- 8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1. Each party represents and warrants to the other party that:
- 9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;
 - 9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
 - 9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and
 - 9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- 9.4. **DISCLAIMER OF CONDITIONS AND WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION.

- 10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:

- 10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
 - 10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or
 - 10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.
- 10.2. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:
- 10.2.1. Customer Data, including any processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or
 - 10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.
- 10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:
- 10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;
 - 10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or
 - 10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.
- 10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. LIMITATION OF LIABILITY

- 11.1. **MUTUAL LIMITATION OF LIABILITY.** NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.
- 11.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO

DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. TERMINATION

12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or

(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and

(i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.

- 12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.
13. **EMERGENCY NOTIFICATIONS**
- 13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.
14. **GENERAL**
- 14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.
- 14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party's prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate's actions or omissions) or to a purchaser of all or substantially all of such party's assets, securities or business.
- 14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.
- 14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under "Customer Information" on the Cover Pages.
- 14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.
- 14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.
- 14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

End of General Terms and Conditions

SCHEDULE B: ORDER FORM

Date: March 1, 2022	Expiration date: February 28, 2023
Sourcewell (NJPA) Awarded Contract #041521-RCS	Sourcewell Member ID: ID# 26214
Organization: Wasco County	Address: 511 Washington St Ste B16 The Dalles, OR 97058-2237
Name: Morgaine Riggins	

Annual Subscriptions

Product Name	SKU	Price
Multi-Community Waste Wizard	SWR-PRD-WIZ-MUL	\$6091.00
Event Calendar	SWR-PRD-CAL-EVT	\$881.00
Essential Success Package	SCS-PKG-ESS	\$0.00
Website Tool	SWR-OPT-MOB-STD	\$0.00
		\$0.00
Total Annual Price		\$6972.00

Totals

Initial amount due	\$6972.00
Subscription amount due each subsequent year	\$6972.00 + CPI

SCHEDULE C: SERVICE SCHEDULE

Multi-Community Waste Wizard SWR-PRD-WIZ-MUL

- Waste Wizard material search:
 - People easily search for how to dispose of different materials.
 - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings.
 - Pre-existing database of thousands of items to help you get started.
 - You can add, modify, and delete items and their instructions at any time.
 - You can create “aliases” for materials that have more than one name (e.g. soda and pop).
- Drop-off guide:
 - Include drop-off locations and the items that they accept.
 - Locations can be sorted by actual driving distance from your home (if an address was provided).
 - Locations are shown on a map with estimated driving times.
 - Optionally add a tab to the Website Tool which lists all drop-off locations on a single map.
- Multi-community support:
 - Provide unique disposal instructions for each community you serve, which may be:
 - certain cities or towns,
 - geographic areas, or
 - different address types (e.g. multi-family vs. residential).
 - People select their community by first searching for their address.
 - Predictive search allows for various address formats.
 - An address can be aliased so that old street names or streets with multiple names, will always point to the correct address.
 - After we have determined someone’s community:
 - They can search for materials and receive disposal instructions that are specific to their community.
 - The community is stored so they do not need to search for their address next time they use the tool.
- Admin console:
 - Access activity and reporting dashboard – get detailed stats about:
 - usage,
 - most searched for items, and
 - items searched for that are not in the wizard (so they can be added).
 - Update the wizard, including:
 - Adding or editing items, setting their stream (trash, recycling, drop-off location, bulk collection, etc.)
 - Set special instructions for each item.
 - The list of drop-off locations, transfer stations, and landfills.
 - Customize content to include a map with location results and hours of opening.
 - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
 - Download a monthly activity report, or have it automatically emailed to you.

- Process during onboarding:
 - You provide:
 - Details defining the requirements of the Waste Wizard tool, including how materials are disposed of in your area.
 - A file containing all supported addresses in a format such as CSV, SHP or KML (if we do not already have this data).
 - The community for each address (this can simply be the town or city).
 - Any other relevant information we may request.
 - We provide:
 - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area and any other relevant information we may request.
 - Default content and imagery for waste materials.
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.
 - Regular address-data updates (optional).
 - As long as the format of your data doesn't change, we can perform regular updates by fetching it regularly from a server or GIS system you manage. Alternatively, you can use the ReCollect admin console to drag-and-drop data files directly into ReCollect.

Event Calendar SWR-PRD-CAL-EVT

- Include a calendar of events occurring at locations, such as household hazardous waste drop-off events.
- Reminders and print calendars:
 - People can sign up for collection day reminders via email, Twitter, text message (with Text Messaging add-on), mobile app notification (with Mobile App add-on), or an automated phone call.
 - Reminders can shift to account for holidays.
 - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
- Campaigns:
 - Let people know about changes to location hours, common mistakes people make when attending a reuse or recycling drop-off event, or other informative content that can help tie-in with your events.
- Service alerts:
 - Send out notifications about last-minute event cancellations, long lines at events, or other important announcements.
 - Send service alerts to everyone enrolled in reminders.
- Process during onboarding:
 - You provide:
 - Event schedules in any format (CSV, PDF, etc.)
 - Any other relevant information we may request.

- We provide:
 - An import of the event schedules so they appear in the Website Tool and Mobile App (if the Mobile App add-on is purchased).
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Website Tool SWR-OPT-WEB-STD

- The Website Tool can be embedded on multiple websites, including your Facebook page and neighborhood or community websites.
- It adapts mobile web browsers giving people the best experience for their screen size.
- Need Help:
 - People can select from a list of common help topics.
 - People can learn how to solve problems by themselves or report them as tickets.
 - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with the Platinum Support Package).
- Custom branded:
 - We can configure the Website Tool to use your color palette and fonts so that it matches the look and feel of your website.
 - We can create multiple themes so that the Website Tool has a different color palette on each website you embed the Website Tool on.
- Configurable languages:
 - Display all content within the Website Tool in any of our supported languages:
 - Spanish
 - Korean
 - Khmer
 - Simplified Chinese
 - French
 - German
 - Czech
 - Haitian Creole
 - Hungarian
 - Japanese
 - Portuguese
 - Punjabi
 - Russian
 - Vietnamese
- Accessibility:
 - Exceeds WCAG 2.1 Level AA and any other regulatory or legal accessibility compliance requirements for people with disabilities, and it is regularly audited by a certified accessibility auditor.
- Compatibility:
 - The Website Tool has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites, etc.), and we have never

- encountered a website that we cannot work with.
- We also provide specialized plugins for WordPress and Google Sites.
- Although unlikely, if any challenges arise with embedding the Website Tool, we will help by working with your CMS or website provider.
- Process during onboarding:
 - You provide:
 - Details defining the requirements for the Website Tool.
 - We provide:
 - A small HTML snippet that you can place on your website.
 - Place the snippet on as many pages and sites as you want, and the Website Tool will appear in its place.
 - The ReCollect Promotion Guide to help you promote your new tools.

Essential Success Package SCS-PKG-ESS

- Support hours:
 - Up to 20 hours per year of dedicated ReCollect staff time, including industry and technical experts.
 - Work generally fulfilled within 15 business days.
 - Answers to general questions within two business days.
- Includes:
 - Onboarding:
 - Consultation to understand your program and goals.
 - Custom branding and styling.
 - Helping you launch your custom branded and configured tools.
 - Configuration changes:
 - Changing your collection schedule.
 - Language updates.
 - Campaign alert setup.
 - Success strategy:
 - Kickoff with a personalized Communications Plan.
 - Semi-annual check-in calls and training to optimize your evolving goals.
 - Metrics analysis and benchmarking.
 - ReCollect Academy:
 - Access our growing library of online training videos, webinars and templates.
 - Maintenance:
 - 24/7 uptime and performance monitoring.
 - Email support 6am-5pm PST on business days.
 - Regular annual security audits with a third-party auditor.
 - Accessibility compliance with all relevant privacy laws, including GDPR.
 - End-user requests:
 - Generally responded to or forwarded within 2 business days.
 - Certain categories can be immediately forwarded automatically.

SCHEDULE D: SPECIAL TERMS AND CONDITIONS

These special terms and conditions supersede any inconsistent terms in the general terms and conditions.

1. Section 4.2 of the General Terms and Conditions is deleted and the following is inserted in its place: "The Customer may request the renewal of this Agreement for additional 1 year periods (each a "**Renewal Term**") by providing written notice to ReCollect at least 30 days before the end of the Initial Term or the then-current Renewal Term, as applicable. The "**Term**" shall mean the Initial Term and any Renewal Terms. If this Agreement is not renewed before the end of the Term, it will terminate at the end of the Term."
2. Section 5.1 Add: Through the term of this contract "**Fees**" will not exceed \$6,972.00 USD.



MOTION

SUBJECT: ReCollect Agreement

I move to approve the ReCollect Subscription Services Agreement.



AGENDA ITEM

Brownfields Grant Agreement

[STAFF MEMO](#)

[BROWNFIELDS REDEVELOPMENT FUND GRANT CONTRACT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Business Oregon Brownfield Grant

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR

DATE: FEBRUARY 7, 2022

BACKGROUND INFORMATION:

Utilizing the results of a Phase I environmental study conducted on the Annex A building (North Central Public Health) staff applied for and was awarded a grant from Business Oregon's Brownfields Redevelopment Fund in the amount of \$60,000 with an \$8,000 dollar cash match. These funds will be used to remove asbestos containing materials from the basement, first, and second floor of Annex A.

A contract to finalize this grant award has been reviewed by legal services and has been included in your packet for approval and signature.

The Phase I environmental study completed last year through the support of the City of The Dalles Brownfield Revitalization Coalition.

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: Annex A Asbestos Cleanup Project

Project Number: N22010

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and Wasco County (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$68,000.

“Grant Amount” means \$60,000.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Brownfields Redevelopment Fund ("Fund") for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Defaults.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. Regulatory Oversight. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- L. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.

- (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract[; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution].
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

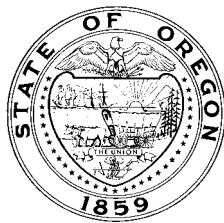
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



WASCO COUNTY

By: _____
Edward Tabor, Manager
Programs & Incentives

By: _____
Kathleen Schwartz, Commission Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

- Exhibit A: General Definitions
- Exhibit B: Project Description
- Exhibit C: Project Budget

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 07 January 2022.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient seeks funding to complete asbestos containing material abatement and disposal discovered during renovation of its Annex A Building to support the relocation and consolidation of its North Central Public Health Department into one facility.

Recipient will complete the following activities in the Annex A Building situated on real property located at 419 East 7th Street, The Dalles, Oregon:

1. Abatement and disposal of asbestos-containing materials in accordance with Oregon Department of Environmental Quality regulation.
2. Submission of documentation to DEQ for review and comment.

Recipient shall provide documentation of completed activities to the Department.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Abatement and Disposal	\$60,000	\$8,000
Total	\$60,000	\$8,000



MOTION

SUBJECT: Brownfields Grant Agreement

I move to approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Asbestos Cleanup at Annex A.



AGENDA ITEM

Potential Refund Credit Requests

[STAFF MEMO](#)

[MOTION LANGUAGE](#)



AGENDA ITEM

Potential Refund Credit Requests

[STAFF MEMO](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Large Scale Utility Account Appeals Update, Request for Funds to set aside

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, ASSESSOR/TAX COLLECTOR

DATE: 2/4/2022

BACKGROUND INFORMATION:

CENTURYLINK APPEAL

CenturyLink, a utility doing business in Wasco County has filed an appeal regarding their valuation by the Department of Revenue. The case speaks to not only the valuation approach, but the validity of the property that is included in the valuation. CenturyLink's property located in Oregon consists mainly of fiber-optic cables, high-speed telecommunications switching equipment, and other related equipment, all of which is part of a multinational, telecommunications network that operates as a unit, a portion of which is located in the State of Oregon and County of Wasco.

CenturyLink argues that certain of their assets do not constitute property under Oregon law and/or are not used or held for the performance or maintenance of CenturyLink's communication business or the provision of any communication services and, therefore, were not subject to assessment by the Department.

This case along with Level 3 Communications has become more complex with their mergers and acquisitions. CenturyLink acquired Level 3 Communications, Level 3 had appeals pending in the courts prior to acquisition and now CenturyLink has filed their own appeals. The contested value for the combined appeals are in excess of \$18,500,000. We have set aside \$1,000,000 to date. I am recommending an additional \$200,000 to the Potential Refund Account pursuant to ORS 305.286.

GAS TRANSMISSION NW

In another case Gas Transmission NW LLC has an active appeal with a contested value of \$8,256,000. I am recommending a Potential Refund Account be set up in the amount of \$108,000 for this company as well.

The two appeals result in a request for a total of \$308,000 be set aside in Potential Refund Accounts at this time.

Thank you.



MOTION

SUBJECT: Potential Refund Credit Requests

Pursuant to ORS 305.286, I move to set aside \$308,000 in Potential Refund Accounts representing an additional \$200,000 for Century Link and \$108,000 for Gas Transmission Northwest.



AGENDA ITEM

Opioid Prevention Agreement

[MCCFL/WASCO COUNTY OPIOID PREVENTION MOA](#)

[MOTION LANGUAGE](#)

MEMORANDUM OF AGREEMENT

BETWEEN WASCO
COUNTY AND
MID-COLUMBIA CENTER
FOR LIVING

for Opioid Abuse Prevention Services

The purpose of this Memorandum of Agreement (MOA) is to outline the working relationship and expectations of that relationship between Wasco County (COUNTY) and Mid-Columbia Center for Living (MCCFL) in the providing of peer mentoring services for the Opioid Overdose Prevention Grant for COUNTY.

1. MCCFL is the Community Mental Health Program (CMHP) authorized under Oregon Revised Statute (ORS) 430.620 and ORS 430.630 provides behavioral health services to persons with drug dependence or abuse of drugs.

3. COUNTY is determined to prevent the abuse of opioids and opioid relapse by persons within the community who are homeless, receiving community based basic services, and who are recently discharged from the local corrections facility.

4. The scope of this agreement covers the provision of peer mentor services at local community based organizations service sites and adults releasing from the Northern Oregon Regional Correctional Facility (NORCOR) in The Dalles. These services include the following:
 - a) Coordination to identify adults receiving services with opioid addiction.
 - i. Eligibility for services does not require health insurance, or fees for service.
 - ii. Eligible persons can receive services from community providers other than MCCFL.
 - b) Transportation for individuals to and from appointments for treatment, including transportation connections, or by vehicle.
 - c) Confirm with these individuals their scheduled follow-up appointments and determine any challenges to their attendance and assist in resolving these challenges.
 - d) Assist the individual with keeping their follow-up appointment(s) through a plan agreed upon by the individual and transportation assistance if necessary.
 - e) Attend the multidisciplinary opioid prevention team meeting once per month, to be conducted remotely by video when necessary due to COVID concerns. (Hosted through YouthThink).
 - f) Keep track of the number of these individuals served and the number of these mentoring encounters performed. Provide these statistics to COUNTY monthly at the multidisciplinary opiate prevention team meeting.

5. This agreement includes Addendum A, attached hereto and incorporated by reference.
6. The term of this agreement shall be January 1, 2022 through August 31st, 2022. The terms may be altered or extended by mutual consent of both parties, in writing. Except as provided in section 9, 10 and 11 of the attached Addendum A, if for any reason MCCFL or COUNTY desires to suspend activities or terminate this agreement, it is mutually agreed that either party will provide a 30-day written notice describing those intentions; otherwise this MOA shall continue in operation as agreed upon.
- 7 COUNTY agrees to pay MCCFL \$4,785 per each month in which this agreement is in effect. The total of the agreement shall not exceed, \$38,280.00
9. All concerns of COUNTY regarding MCCFL's compliance, quality and timeliness of service shall be brought to the attention of MCCFL. MCCFL shall provide a written response to County concerns within 10 days. All reasonable efforts shall be made by both parties to satisfy such concerns in a timely matter.
- 10.) It is understood and acknowledged by both parties that this document accurately reflects the expectations and scope of work necessary for the delivery of services as required by COUNTY.

Agreed upon this _____ Day of January, 2022

APPROVED AS TO FORM:

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

By: _____
Kathy Schwartz, Chair

Mid-Columbia Center for Living

By: _____

Name: _____

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “A” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Mid-Columbia Center for Living (“Contractor”) dated January 3, 2022 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.
3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
4. Independent Contractor. Contractor certifies that:
 - a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
 - b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
 - c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.
5. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Wasco County
Attention: Administrative Officer
511 Washington Street, Suite 101
The Dalles, OR 97058
Business Phone: 541-506-2550

Contractor (See address on Agreement if blank):

Mid-Columbia Center for Living
Attention: Executive Director
1060 Webber Street,
The Dalles, OR 97058
Phone: 541-296-5452

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

6. Modifications in Writing. The Agreement is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of the Agreement shall be effective unless and until it is made in writing and signed by both parties.

7. Ownership of Work Documents. All work performed by Contractor and compensated by County pursuant to the Agreement shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

8. Labor and Material. Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to County other than the compensation provided in the Agreement.

9. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

10. Termination for Cause. County may terminate the Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- a. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. The Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under the Agreement or are no longer eligible for the funding proposed for payments authorized by the Agreement.
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by the Agreement is for any reason denied, revoked, or not renewed.

11. Termination for Default. If Contractor fails to perform in the manner called for in the Agreement or if Contractor fails to comply with any other provisions of the Agreement, County may terminate the Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance as set forth in the Agreement.

12. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:

- a. If terminated under paragraph 11 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- b. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- c. If County breaches the Agreement, Contractor’s remedy shall be limited to termination of the Agreement and receipt of contract payments to which Contractor is entitled.
- d. County shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- e. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.

13. Nondiscrimination. During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. Governing Law; Jurisdiction; Venue. The 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 County and Contractor that arises from or relates to the Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

15. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.

16. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.

17. Access to Records. For not less than three (3) years after the expiration of the Agreement and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Contractor’s books, documents, papers, and records that are pertinent to the Agreement. If, for any reason, any part of the Agreement is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

18. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of the Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

19. Attorney Fees. In case a suit or action is instituted to enforce the provisions of the Agreement, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

**ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT**

20. Confidentiality. Contractor shall maintain the confidentiality of any of County’s information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County’s and/or Contractor’s subcontractors to maintain the confidentiality of information of County.

21. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

22. Waivers. No waiver by County of any provision of the Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County’s consent to or approval of any act by Contractor requiring County’s consent or approval shall not be deemed to render unnecessary the obtaining of County’s consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

23. Severability. Any provisions of the Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

24. Headings. The captions contained in the Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

25. Integration. The Agreement, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by the Agreement.

26. Amendments. The Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to the Agreement shall be effective only when reducing to writing and signed by both parties as below.

27. Authority. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.



MOTION

SUBJECT: MCCFL/Youth Think Opioid MOA

I move to approve the Memorandum of Agreement between Wasco County and Mid-Columbia Center for Living for Opioid Abuse Prevention Services.



AGENDA ITEM

Public Works Equipment Purchase

[STAFF MEMO](#)



MEMO

TO: Wasco County Board of Commissioners
Cc: Tyler Stone, County Administrator

From: Arthur Smith, Public Works Director

Date: February 16, 2022

Subject: Request to utilize Road Equipment Fund to purchase Gradall machine

Back in May of 2021, our 1993 Gradall wheeled excavator suffered a catastrophic failure in the frame and the machine was deemed non-repairable.

This equipment had been used almost daily for 28 years. The Gradall is the most versatile machine we have owned and has been a key to most every road maintenance project we work on – ditch work, shoulder work, culvert repair and installation, bridge repair work, cutting slopes, sorting rock, wildfire cleanup, clearing brush and fallen trees, flood repairs, pavement dig-outs, etc.

At the time, we looked at purchasing a new machine, but the cost and delivery timeframe (12+ months) was a deterrent. After careful consideration, we decided to explore several options to replace this essential piece of equipment, with limited success:

Equipment rental – this is a very specialized machine and there were no rental units available in the Northwest area. The nearest rental unit was in California and cost \$15,000 per month.

Purchase used equipment – the quality of machines were very limited - we found two in California and one in Colorado – but all were overly priced pricing and lacked any warranty.



2705 East Second Street • The Dalles, OR 97058 • www.co.wasco.or.us
road dept: [541] 506-2640 • weed & pest: [541] 506-2653 • fax: [541] 506-2641

Pioneering pathways to prosperity.

Borrow equipment as needed – we were able to borrow a Gradall from Hood River county for a few weeks, but that machine is also very old and we have had mechanical issues with it. This is not a long term solution, but their generosity did get us through last summer and fall.

The Gradall dealer we worked with last year (Pape Machinery) notified me that they took shipment of a new machine this year. They were going to use it for sales demo's, and limited rentals, but they are extending us the opportunity to purchase the machine now.

The federal infrastructure bill has added the needed funding for this equipment, so in the 2023 budget, I would be adding back the funds spent this fiscal year to the Road Equipment Fund. This would be a net zero transaction.

I am requesting to use approximately \$472,000 from the public works Road Equipment Fund to make this purchase ASAP – see attached quote. Per the Wasco County public contracting regulations, I will be utilizing a cooperative procurement exemption under a Sourcwell awarded contract. Sourcwell is a national public procurement site that allows government entities to “piggy-back” their contracts. No additional competitive selection process is needed. Thank you.




Arthur Smith
Public Works Director



XL4100 V 6X4

Quote Date: 2/2/2022

Bill To:

Wasco County
2705 East 2nd Street
Dalles, OR 97058

Machine Quote: 17128

Inquiry #: cp/jf 4%

Estimated Ship Date:

Ship To:

Wasco County
2705 East 2nd Street
Dalles, OR 97058

Customer: Wasco County

Customer PO:

The following is the quote confirmation for a XL4100 V 6X4. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
XL4100 V 6X4	1	HYDRAULIC EXCAVATOR, REMOTE, HIGHWAY SPEED 6X4		\$444,743.00
Upperstructure				
80769131	1	Heated Mirrors - Upper	\$495.00	\$495.00
Chassis				
80783297	1	315 HP Engine with Engine Brake	\$8,500.00	\$8,500.00
80789070	1	AM/FM Stereo Radio With Weatherband - Chassis	\$500.00	\$500.00
80789071	1	Heated Mirrors - Chassis	\$1,550.00	\$1,550.00
Attachments				
80656092	1	Bucket - Ditching - 60" w/Bolt On Cutting Edge	\$5,730.00	\$5,730.00
80456022	1	Bucket - Excavating - 36"	\$5,160.00	\$5,160.00
Manual Instructions				
	1	Printed Set Of Parts, Service & Operator's Manuals	\$260.00	\$260.00

Machine & Attachment List Price: \$466,938.00

Less Discounts 4.00%: (\$18,677.52)

Total Machine & Attachment Net Price: \$448,260.48

5% Steel Surcharge \$22,413.02

Standard Warranty -24 Months/3000 Hours \$0.00

Net Option:

Pre Delivery Inspection \$1,200.00

Total Net Price: \$471,873.50

Terms: NET 30

Standard Warranty: 24 months or 3000 hours

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Comments Section:

Freight Charges will be added to invoice

Optional Extended Warranty is available

Note: The above quote is valid until 3/4/2022

Model Specs:

Please sign below showing you have reviewed the specifications and accept the above terms.

NAME: _____

DATE SIGNED: _____

Contact Information:



AGENDA ITEM

Navigation Center

[PRESENTATION](#)



Mid-Columbia Community Action Council

Serving Hood River, Wasco and Sherman Counties
312 E. Fourth St.
The Dalles, OR 97058
541-298-5131

Presenter:

Kenny LaPoint

Executive Director

Email: klapoint@mccac.com

Phone: 541.848.1667



Who is Mid-Columbia Community Action Council (MCCAC)?

MCCAC is the Community Action Agency serving Hood River, Wasco and Sherman Counties. We provide Housing, Shelter, Household Utility and Home Weatherization assistance to lower income and houseless community members. Our primary funding comes from state and federal sources.



Mission

Our mission is to build a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and homelessness.





In 2021:

- \$4,070,022 in services were accessed by over 4,000 individuals and families in our three counties of Wasco, Sherman, and Hood River.
- Collaborations were formed with ten partner agencies to help address physical and behavioral health, employment, education, and other social needs.
- Updated website with better functionality and language access.
- MCCAC invested over \$6m dollars into our communities, lifting up participants, and the local economies.

Weatherization & Utilities

Utility Assistance Programs:

- \$1,067,818 in bill pay assistance.
- 2,713 people served.
- 46.4% of participants were, Native, People of Color, or Latinx.

Weatherization Programs:

- In 2021, 17 homes were weatherized improving home energy efficiency and resulting in overall healthier homes.
- 76% of households served were Latinx community members.

Housing

Housing Assistance Programs:

- 1,300 people were provided with housing assistance to help prevent and end homelessness.
- 32% of participants were Native, People of Color, or Latinx.
- 488 households were provided rent assistance in partnership with Mid-Columbia Housing Authority.
- \$934,679 was paid in rent assistance to local landlords, preventing eviction and financial disruption to the local economy.

Shelter

Shelter Programs, in 2021:

- 20,936 nights of shelter we're provided across 3 counties.
- 21 shelter clients transitioned into permanent housing.
- Held two vaccination clinics and two COVID-19 testing clinics for our shelter guests.
- Shelters did not have a single shelter guest test positive for COVID-19 in 2021.

Veterans

Veterans Programs:

- 18 Veteran households served by Supportive Services for Veteran Families (SSVF) Program.
 - Five placed into permanent housing.
 - Three prevented eviction.
- Ten Veteran households housed in the Hamilton Apartments.
- 31% of those Veterans were People of Color, Native or Latinx.

Long Term Progress



Our Future...

Now, as we turn this corner and look to keep the momentum in 2022. This year will be critical as we focus keenly on the development of our Navigation Center in The Dalles while also shoring up our operational infrastructure and systems. We will also be working with our development partners to secure funding to develop permanent supportive housing in the region.

To find out more or to help support these projects you can visit our website, donations welcome. MCCAC.com/donate

Stabilizing Families

All in all, we were able to deepen our impact in the community through the provision of \$4,070,022 in client assistance in 2021 (compare to \$2,645,899 in 2020). These resources stabilized individuals and families by helping to keep the heat, air and lights on; helped move those experiencing houselessness into permanent housing; prevented houselessness from those at risk of eviction due to the impacts of COVID-19; provided shelter and connected resources to vulnerable community members experiencing houselessness; and reduced household energy reliance and created healthier built home environments through energy efficient upgrades and improvements.



Karen - Housing Outreach



Bob Manderson - Shelter Operations Manager



The Dalles "Pulse Shelter" - Transitional Housing Facility



Right Samantha - Shelter Staff
Left Lisa - Successful Re-housing Program Participant

The Dalles Navigation Center

- \$1.5 million received from the Oregon Legislature in the 2021 Session (House Bill 5006)
- Future MCCAC offices, co-located with The Dalles 36-bed Transitional Shelter and other partner agencies.
- Co-located agencies: The Next Door, MCHA, The Oregon Human Development Corporation, Bridges to Health, Mid-Columbia Center for Living, One Community Health, Columbia Gorge Health Council, Nch'I Wana Housing



The Dalles Navigation Center

- **Project Vision:**

The Navigation Center is envisioned as a “one stop” service center where those experiencing houselessness, housing instability or poverty can come to receive culturally specific services including shelter, case management, career advancement, physical and behavioral health and other resource connections that help stabilize individuals and families with the goal of household self-sufficiency.



The Dalles Navigation Center

- Core project team identified:
 - The Housing Development Center
 - ACCESS Architecture
 - Bremik Construction
- Core project construction and design goals and values:
 - Hire local subcontractors to the greatest extent possible, allowing dollars to be invested into the local economy
 - Utilize businesses owned by Veterans, Women, Native, Latinx and People of Color
 - Trauma-informed and equity-centered design



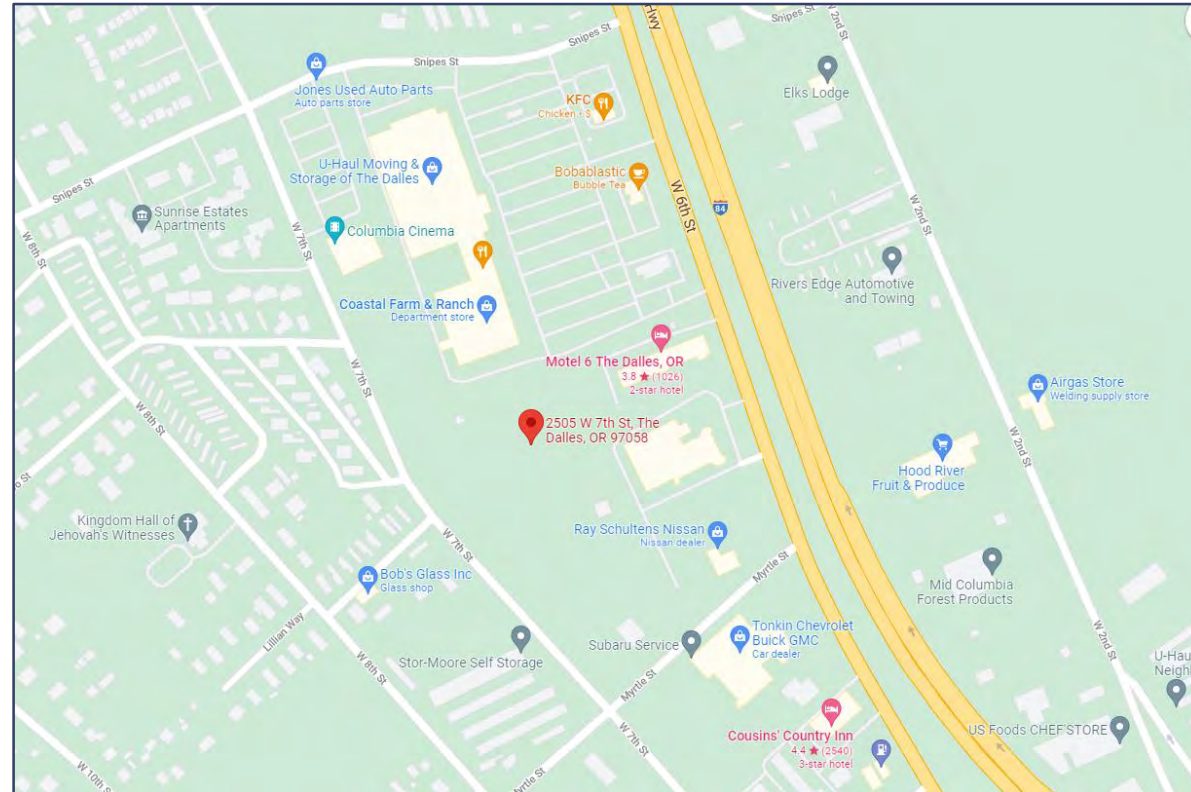
The Dalles Navigation Center

- Programming completed with key partners and people with lived experience of homelessness
- Top 5 Navigation Center needs identified:
 - Community Meeting Space for large gatherings and meetings
 - Career Resource Center and Computer Lab
 - Classroom spaces
 - Commercial Kitchen
 - Drop-in childcare space for families receiving services



The Dalles Navigation Center

- **Site identification:** Approximately 2.6 acres of land has been donated to MCCAC for the location of the Navigation Center.





MCCAC NAVIGATION CENTER - SITE PLAN



SITE PLAN KEYNOTES

- (A) TRAILER PARKING
- (B) HYGIENE STATION
- (C) OUTDOOR GATHERING SPACE
- (D) SHELTER OFFICE
- (E) TRASH ENCLOSURE
- (F) COVERED BIKE PARKING (12)
- (G) FIRE DEPT. HAMMER HEAD
- (H) PARKING (29 STALLS TOTAL)
- (I) MAIN ENTRY
- (J) PEDESTRIAN ACCESS
- (K) GAZEBO (2 TOTAL)

- (L) NON-CONGREGATE FREE STANDING SHELTER (18 TOTAL)
- (M) COMMUNITY GARDEN
- (N) STORMWATER/DETENTION POND
- (O) COVERED PATIO
- (P) NAVIGATION CENTER

HIGHLIGHTED PROGRAM ELEMENTS:

- LARGE MULTI-PURPOSE ROOM
- COMPUTER LAB
- COMMERCIAL KITCHEN / FOOD PANTRY
- MID-COLUMBIA COMMUNITY ACTION COUNCIL (MCCAC) OFFICES
- COLUMBIA GORGE HEALTH COUNCIL | BRIDGES TO HEALTH (CGHC) OFFICES
- COALITION PARTNER OFFICES
- SHARED MEETING ROOMS
- (Q) SHELTERED BUS STOP

PROGRAM INFORMATION:

SITE AREA:	110,750 SF (2.61 ACRES)
PROJECT SCOPE AREA:	59,621 SF
NOT IN SCOPE:	51,129 SF
BUILDING AREA:	13,750 SF

KEY PLAN (NTS):





One Community Health

Hood River, OR

Built adjacent to One Community Health's operating clinic, Bremik built a new two-story healthcare facility that opened Fall 2020. The new medical and dental clinics within were intentionally designed to offer One Community Health's staff a more efficient workplace and more pleasant experience for their patients. Skylights and large windows allow natural light to flood the interior, and the contrasting black brick and warm wood exterior will bring contemporary flare to Hood River.

Contract value by local Subs: \$2,374,000 – 18.88% of total contract



The Dufur School

Dufur, OR

After Bremik completed the addition of five classrooms, a vocational education facility, and new cafeteria and kitchen for the rural K-12 school in 2009, the District hired our team in 2019 to add a more welcoming and secure front entrance to the school with new administrative offices; build a new bus barn; renovate the existing football field; renovate the parking lot and bus drop off; and improve energy efficiency throughout the building. The majority of the work is occurred during school operations on an occupied campus.

Contract value by local Subs: \$3,203,000 – 44.7% of total contract



Columbia Gorge Community College

The Dalles, OR

Bremik was hired to build two new buildings for the Columbia Gorge Community College campus. The wood framed additions include one new 11,000 sf two-story student residence hall and a 19,000 sf one-story Skills Center. The new facilities share the same lot and include site work, such as egress and adjoining pathways. This addition to the campus provides students with close proximity living and learning, where the Skills Center provides construction, robotics, and aviation labs.

Contract value by local Subs: \$3,245,000 – 25% of total contract



Sahale Lodge

Mt. Hood Meadows, OR

The 23,500 sf steel building at Mt. Hood Meadows is one of Oregon's top destinations for skiing and snowboarding. The new Sahale Lodge was completed over two summers and opened November 2020. The new lodge is home to the Meadows Learning Center and new ski and snowboard equipment rental facility. The second floor features 230 seats for dining, increasing the resort's much needed capacity by 60%, and features a bar and outdoor deck. Sahale Lodge connects to the existing South Lodge by a second-floor skybridge, tying the resorts base facilities together.

The Dalles Navigation Center

- Estimated completion costs: \$5.8 million
- Sources:
 - Oregon Legislature: \$1.5 million
 - City of The Dalles: \$500,000
 - Oregon Health Authority Planning Grant: \$50,000
 - The Oregon Human Development Corporation: \$400,000
 - MCCAC Real Estate Equity Contribution: \$300,000

Total Current Contribution: \$2,750,000

Current Gap: \$3,050,000



The Dalles Navigation Center

- Potential Other Sources:
 - Oregon Health Authority: \$125 million funding round to be released soon; \$8 million max per project
 - Community Development Block Grant: \$1,500,000 potential
 - Oregon Housing and Community Services: \$500,000 potential (targeted for operating support)
 - Wasco County American Recovery Plan Act Funding: TBD



The Dalles Navigation Center

- Will Wasco County contribute a portion of its American Recovery Plan Act (ARPA) funds to this critical community resource center?





**Mid-Columbia
Community
Action Council**

Contact us



Facebook

www.facebook.com/mccactd



Website

www.MCCAC.com



Email

info@mccac.com



Phone

541.298.5131



AGENDA ITEM

Work Session: Possible Topics for Discussion*

ARPA FUNDING

WASCO COUNTY ADMINISTRATIVE SERVICES ORGANIZATION

ADMINISTRATIVE OFFICER'S REVIEW PROCESS

NCPHD UPDATE

SHORT SESSION LEGISLATION

CLARIFYING "CONFLICT" – DISCUSSION LED BY COUNTY COUNSEL

MENTAL/PUBLIC HEALTH LEVELS OF AUTHORITY – DISCUSSION LED BY COUNTY COUNSEL

BOARD/COMMISSION/COMMITTEE UPDATES

*ITEMS ON THIS LIST REPRESENT TOPICS OF INTEREST AND ALL MAY NOT BE DISCUSSED. IN ADDITION, ITEMS NOT ON THE LIST MAY BE BROUGHT UP FOR DISCUSSION.

MCCAC Navigation Center | Fact Sheet

The Mid-Columbia Community Action Council (MCCAC) Navigation Center will address the shelter and service needs of our most vulnerable and at-risk community members. A partnership of public and private agencies serving Hood River, Sherman, and Wasco counties, the MCCAC Navigation Center will streamline access to essential services, improve operational efficiency and sustainability for service providers, and establish a permanent location for MCCAC's non-congregate shelter.

Located on a site donated by a generous community member, the MCCAC Navigation Center is the product of months of planning, collaboration, and community engagement. The project is in the advanced stages of design and has secured \$2.8 million in funding; it must close a funding gap of \$3 million.

PROJECT PROFILE

Location	2505 West 7th Street, The Dalles North of downtown, close to services, shops, and transportation
Shelter	Non-congregate free-standing shelter with office and sanitation facilities
Navigation Center	Multi-use space and offices for MCCAC, partner, and direct service providers
Services	Service navigators, healthcare, behavioral healthcare, jobs and employment resources, housing services, communal dining, parking and bike storage for shelter guests

SERVICE PARTNERS

Oregon Human Development Corporation
Columbia Gorge Health Council
Bridges to Health
Next Door
Nch'I Wana Housing
Center for Living
Mid-Columbia Housing Authority
One Community Health



FUNDING STRATEGY

Total Est. Development Costs	\$5,800,000
Sources	
Oregon Legislature Grant (House Bill 5006)	\$1,500,000
City of The Dalles	\$500,000
Oregon Human Development Corp.	\$400,000
MCCAC Real Estate Equity Contribution	\$300,000
Oregon Housing and Community Services	\$50,000
Oregon Health Authority	\$50,000
Funding Needed	\$3,000,000

MCCAC Navigation Center Site Plan



MCCAC NAVIGATION CENTER - SITE PLAN



SITE PLAN KEYNOTES

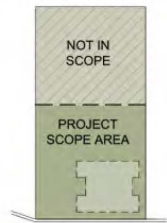
- (A) TRAILER PARKING
- (B) HYGIENE STATION
- (C) OUTDOOR GATHERING SPACE
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- (F) COVERED BIKE PARKING (12)
- (G) FIRE DEPT. HAMMER HEAD
- (H) PARKING (29 STALLS TOTAL)
- (I) MAIN ENTRY
- (J) PEDESTRIAN ACCESS
- (K) GAZEBO (2 TOTAL)

- (L) NON-CONGREGATE FREE STANDING SHELTER (16 TOTAL)
- (M) COMMUNITY GARDEN
- (N) STORMWATER/DETENTION POND
- (O) COVERED PATIO
- (P) NAVIGATION CENTER
- HIGHLIGHTED PROGRAM ELEMENTS:**
 - LARGE MULTI-PURPOSE ROOM
 - COMPUTER LAB
 - COMMERCIAL KITCHEN / FOOD PANTRY
 - MID-COLUMBIA COMMUNITY ACTION COUNCIL (MCCAC) OFFICES
 - COLUMBIA GORGE HEALTH COUNCIL | BRIDGES TO HEALTH (CGHC) OFFICES
 - COALITION PARTNER OFFICES
 - SHARED MEETING ROOMS
- (Q) SHELTERED BUS STOP

PROGRAM INFORMATION:

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KEY PLAN (NTS):





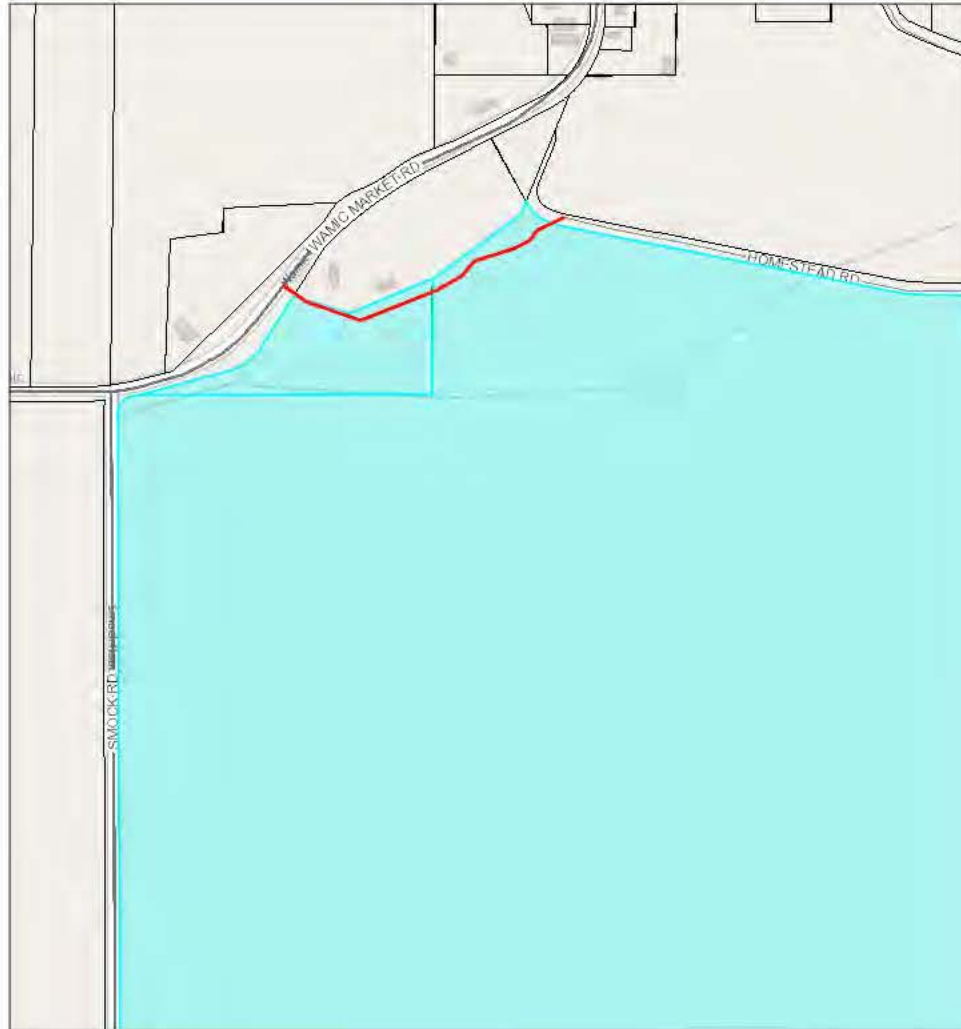
Planning Department



Wasco County Board of Commissioners
Public Road Dedication
February 16, 2022

Applicant: Austin Justesen
Owner: Jonnie & Fred Justesen
(921-21-000010-PLNG)

Vicinity Map



12/9/2021, 3:41:56 PM

— Proposed Homestead Road Segment

■ Affected Parcels

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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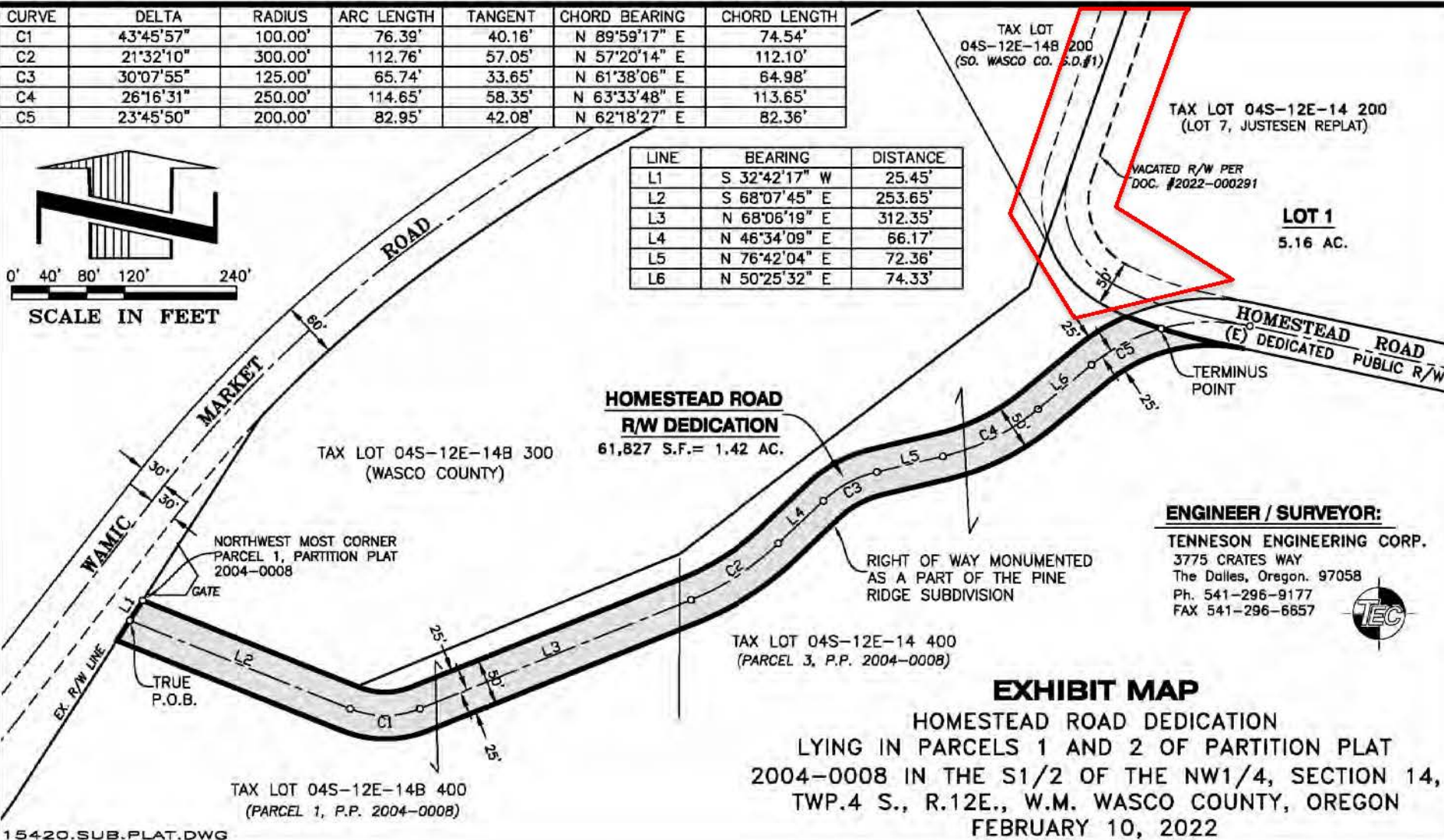
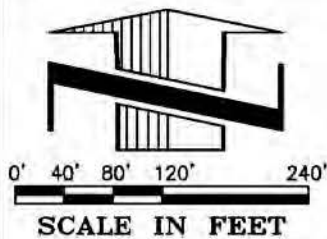


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Homestead Road

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	43°45'57"	100.00'	76.39'	40.16'	N 89°59'17" E	74.54'
C2	21°32'10"	300.00'	112.76'	57.05'	N 57°20'14" E	112.10'
C3	30°07'55"	125.00'	65.74'	33.65'	N 61°38'06" E	64.98'
C4	26°16'31"	250.00'	114.65'	58.35'	N 63°33'48" E	113.65'
C5	23°45'50"	200.00'	82.95'	42.08'	N 62°18'27" E	82.36'

LINE	BEARING	DISTANCE
L1	S 32°42'17" W	25.45'
L2	S 68°07'45" E	253.65'
L3	N 68°06'19" E	312.35'
L4	N 46°34'09" E	66.17'
L5	N 76°42'04" E	72.36'
L6	N 50°25'32" E	74.33'



Vacated Segment (BOC Order #21-013)

Recommendations Achieved

- Has met design standards required by Public Works
- Acquire Road Approach Permit (Approved January 26, 2022)
- Submit Preliminary Title Report (Received February 7, 2022)
- Deed of Dedication (Ready to Record February 15, 2022)
- Road Maintenance Agreement (Recorded February 15, 2022)
- Survey shall be reviewed by the Wasco County Surveyor
(Road Survey submitted with final Pine Ridge Subdivision Plat on February 10, 2022).
- Public Works will place road signs at developers cost