



TILLAMOOK COUNTY BOARD OF COMMISSIONERS

Mary Faith Bell - Doug Olson - Erin Skaar

BOARD MEETING

Wednesday, April 17, 2024, 9:00 AM

Join In Person:

County Courthouse, Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook

Join Virtually:

tillamookcounty.gov/bocc/page/meetings-agendas-minutes or 1-971-254-3149, ID: 866 914 607#

Additional viewing options are available at tctvonline.com. Closed captioning and translation options are available for recorded videos at www.youtube.com/@tillamookcounty1434.

More detailed [meeting instructions](#) are available at tillamookcounty.gov/bocc/page/meetings-agendas-minutes. Call 503-842-1814 or send an email to helpdesk@tillamookcounty.gov regarding any meeting technical issues.

CALL TO ORDER

1. Welcome & Request to Sign Guest List
2. Pledge of Allegiance
3. Public Comment
4. Non-Agenda Items: **Agenda Item #11 is postponed**

PRESENTATIONS AND REPORTS

5. Tillamook Coast Visitor's Association Semi-Annual Tourism Report FY 2023-2024/Nan Devlin

LEGISLATIVE - ADMINISTRATIVE

6. Consideration of a Personal Services Agreement with TCB Security Services, Inc. for Courthouse Security Services/Matt Kelly, Undersheriff
7. Consideration of a Letter of Support to the Office of Resilience and Emergency Management, Oregon Department of Human Services, for Resilience Hubs and Networks Grants/Randy Thorpe, Director, Emergency Management
8. Consideration of a Memorandum of Agreement with Tillamook Family Counseling Center for Harm Reduction Services/Marlene Putman, Administrator, Health and Human Services

9. Consideration of an Order in the Matter of a Vacation of a Portion of Custer Avenue, Tillamook County/Jasper Lind, Engineering Technician, Public Works
10. Consideration of an Oregon Department of Revenue County Assessment Function Funding Assessment (CAFFA) Program Grant Application Resolution/Denise Vandecoeveing, Assessor
11. Consideration of a Letter of Support for Federal Funding for Continued Tsunami Research/Commissioner Doug Olson

AGENDA ITEM POSTPONED

12. **10:00 a.m.**
Public Hearing - Amend Section 3.010 of Tillamook County Land Use Ordinance (TCLUO) to Establish Use and Development Standards for Construction of an Accessory Dwelling Unit (ADU) and Siting of a Recreational Vehicle on Residentially Zoned Properties Located Within the Rural Residential 2- Acre and 10-Acre Zone/Sarah Absher, Director, Department of Community Development
13. Board Concerns

OTHER MEETINGS AND ANNOUNCEMENTS

The Local Public Safety Coordinating Council (LPSCC) meeting will be held on **Monday, April 15, 2024** at **12:00 p.m.** The meeting will be held in the Board of Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 155 859 952#.

The Commissioners will hold a Board Briefing on **Wednesday, April 17, 2024** at **2:00 p.m.** to discuss weekly Commissioner updates. The meeting will be held in the Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

The Commissioners will attend a Tillamook LightWave meeting on **Tuesday, April 23, 2024** at **9:30 a.m.** The teleconference number is 1-253-215-8782, Conference ID: 899 5732 9678#.

ADJOURN

**PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND TCB SECURITY SERVICES, INC.
COURTHOUSE SECURITY SERVICES**

This personal services agreement, hereafter “agreement” is entered into by and between TCB SECURITY SERVICES, hereafter “contractor” and TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter “county”, pursuant to ORS 203.010. County and contractor intend to contract for COURTHOUSE SECURITY SERVICES. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. AGREEMENT

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement.

2. AGREEMENT PRICE AND AMOUNT

The price for the services provided by contractor shall be Six Thousand One Hundred Fifty and 00/100 Dollars (\$6,150.00) per month from March 1, 2024 to February 28, 2025, and Six Thousand Five Hundred Fifty and 00/100 Dollars (\$6,550.00) per month from March 1, 2025 to January 31, 2026 and shall be not to exceed One Hundred Forty-Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$145,850.00). County will reimburse a one-time recruitment clause fee of Three Thousand and 00/100 Dollars (\$3,000.00) should the county hire a contractor’s employee who provides services under this agreement for a permanent position.

3. AGREEMENT TERM

The term or period of this agreement shall begin March 1, 2024 and end January 31, 2026.

4. AGREEMENT DOCUMENTS

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Public Contract Provisions; and
- 4.3. Project Proposal Dated March 13, 2024.

5. TERMINATION

5.1. WITHOUT NOTICE

This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing.
- 5.1.2. The agreement term ends.

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5.1.3. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.

5.1.4. When contractor's proposed agreement price adjustments exceed agreement specifications.

5.2. WITH NOTICE

This agreement may also end and notice shall be served as required when:

5.2.1. Any party breaches any duty, term or condition of this agreement.

5.2.2. Either party commits a fraud or misrepresentation upon the other party.

5.2.3. Public funds are no longer available to support this agreement.

5.2.4. Either party gives thirty (30) days written notice.

GENERAL PROVISIONS

6. STATUS OF CONTRACTOR

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

6.1. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

6.2. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which he shall be a member to assist contractor in carrying out the responsibilities herein.

6.3. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services

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described herein and county shall not interfere with, control or direct the manner or method in which such services are performed; provided, county shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, contractor shall not be considered an agent of county.

- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.5. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control and shall not be deemed employees of county for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
 - 6.6.1. Contractor is solely liable for any Workers' Compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an insured employer under ORS 656.407. If contractor performs this agreement without the assistance of any other persons, contractor shall execute a Joint Declaration with county's Workers' Compensation carrier absolving county of any and all liability as provided in ORS 656.029.
 - 6.6.2. If contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, contractor shall provide such Workers' Compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.
- 6.7. Contractor represents that contractor has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.
- 6.8. Contractor represents that contractor is customarily engaged in an independently established business. To that end, contractor represents that at least three (3) of the following apply to contractor's business (initial those that apply):

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- 6.8.1. *Mr* Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.
- 6.8.2. *Mr* Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; contractor is required to correct defective work; contractor warrants the services provided; or contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- 6.8.3. *Mr* Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- 6.8.4. *Mr* Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
- 6.8.5. *Mr* Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

7. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

8. NOTICES

Any notice required or permitted under this agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Personally delivered, or

8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

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COUNTY: Tillamook County
Attn: Undersheriff Matt Kelly
5995 Long Prairie Road
Tillamook, Oregon 97141
503-842-3340
matt.kelly@tillamookcounty.gov

CONTRACTOR: TCB SECURITY SERVICES
Jake Fredenburg, Director of Security
4909 S. Coast Hwy 101, Suite #1, Box 2
South Beach, Oregon 97366
541-574-2833
jfredenburg@tcbmanagement.com

9. STATUTORY PUBLIC CONTRACT PROVISIONS

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

10. CONFLICT OF INTEREST

Contractor covenants that contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

11. RECORDS

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

12. CONSTRAINTS

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

13. INTEGRATION

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

14. SAVINGS

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

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15. WAIVER; MODIFICATION

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

16. LIABILITY; INDEMNIFICATION

County has relied upon the ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the negligence of contractor in connection with the performance of any services hereunder. Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages. The endorsement shall also contain a notice of cancellation provision.

17. JURISDICTION; LAW

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

18. LEGAL REPRESENTATION

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

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19. ATTORNEYS' FEES

Attorneys' fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

20. LANGUAGE

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

21. SUBCONTRACTING

Any subcontract ad infinitum of this agreement shall express the GENERAL PROVISIONS section of this agreement or incorporate it by reference.

22. BREACH

Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

ACKNOWLEDGEMENT:

EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Approved as to form and content this 2nd day of April, 2024.


Contract Officer

Dated this 3rd day of April, 2024.

CONTRACTOR: TCB SECURITY SERVICES, INC.


Mike Goff, CEO
4909 S. Coast Hwy, Suite #1, Box 2
South Beach, Oregon 97366
541-574-2833
mgoff@tcbmanagement.com

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Dated this 17th day of April, 2024.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
Mary Faith Bell, Chair			/
Doug Olson, Vice-Chair			/
Erin D. Skaar, Commissioner			/

ATTEST: Christy Nyseth,
County Clerk

APPROVED AS TO FORM:

By:

Special Deputy

William K. Sargent,

County Counsel

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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

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Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:

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1. Termination of this contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and
 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END OF PUBLIC CONTRACT PROVISIONS

T C B Security Services, Inc.



-Security Service Proposal-

**Prepared On:
3/13/2024**

Scope of Service

1. Security Officers shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons on property.
2. Security Officer(s) shall be responsible for continually monitoring the courthouse entrance to ensure no unauthorized items are brought into the facility. Officers will operate a magnetometer and perform hand checks on personal items.
4. Security Officer(s) are intended to serve as a visual and physical deterrent to crime, respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant.
5. Security Officer(s) are intended to be the eyes and ears, and ambassadors of goodwill to all visitors.
6. All incidents, suspicious or unusual, will be reported to the appropriate authorities and documented by an Incident Report. The Incident Reports shall be entered into the RMS system and be available for recall to management.
7. Security officers will be trained not only to the standard of the State of Oregon, but also OSHA workplace safety regulations, JCAHO security standards, plus recommended practices and guidelines from numerous associations (ASIS, NFPA, IAHSS and many more).
8. Security and management will have access to our report and incident software.
9. TCB will provide at our expense a certified security consultant to help develop the security program.
10. Officers will enforce laws, rules, & orders in an efficient and professional manner.
11. Provide first aid/ CPR & AED services on site.

Cost of Service

Description of Fixed Price Services

TCB shall provide all management, training (including OJT), supervision, manpower, material, supplies, and equipment (except as otherwise noted), and shall plan, schedule, coordinate, and assure effective performance of all services described herein. All of the following rates include: Federal and State taxes, unemployment, workers compensation and liability insurances, overtime, training, turnover costs, recruiting, criminal records checks, drug testing, uniforms, personnel costs, as well as all other management and supervisory costs.

Bid for Static Services: (these hours may vary due to holidays)

Armed Officer 45 Hours per week	Contract Year '24/'25	\$6,150.00 Per Month
	Contract Year '25/'26	\$6,550.00 Per Month

Recruitment Clause

Recruitment - In the Event that the Client decides to hire an employee who provides services under this agreement for a permanent position, within the Client's organization, within 12 months of the employee's initial introduction to the Client, the Client agrees to pay a one-time fee of \$3,000.00 (the "Fee"). The Fee is due and payable within 30 days of the employee's start date with the Client. The fee is intended to offset the direct expenses involved in the recruitment, hiring, training, certifications, and other related expenses involved with the fulfillment of the contractor's obligations under this agreement.

TCB is a local security contract company. We remain a medium size security company by choice to better service our clients. TCB has a management support staff that would rival a company with double the number of security officers. Our corporate headquarters is within the Lincoln County area, allowing the President of the company and top level managers to be immediately available to answer client concerns and resolve problems as they occur. As you will see as you read this proposal, we are innovative, aggressive in our attempts to obtain the goals we have defined, always seeking further knowledge, and always challenged.

Our major goal is professionalism; our greatest strength is that we are still fundamentally dedicated to reaching it for every employee and every other client.

Employment

TCB has 226 full & part employees assigned from our headquarters and branch offices. These employees are broken down into the following categories:

Executive Staff	Supervisors
Dispatchers	Security Officers
Clerical	Patrol Officers
Event Staffing	Training Staff

Management Qualifications

Effective & Creative Management

It is an often quoted maxim at TCB that the fundamental key to our business success is our effective and creative management. Through policies and procedures, staff managers must have the ability to lead and formulate a company environment where each employee's internal motivation can flourish. Management understands that in order to provide total quality service to you **and** all of our clients, we must provide total quality support to our employees.

As a service organization, our personnel are well trained, supervised and specifically selected for each client. A challenge to all of us, and one that is met successfully each day.

TCB as a Solid Reputation

Our company enjoys an excellent reputation throughout the Oregon Area. We are very proud of all our clients and will be delighted to add to that list.

The TCB Philosophy

TCB philosophy is simple Professionalism in every area. This philosophy is in every aspect of the company. The company's size, our experienced management, and a commitment to total customer satisfaction give TCB an excellent position in the market.

Mission Statement

The TCB organization is a team, with every person in the company a player, expected and needed to perform to their fullest capacity. TCB's objective is to make a fair profit, achieve sales and budgeting goals, while at the same time remaining committed to quality service and strengthening the connection between its employees and clients.

Capability Statement

TCB has grown to the extent where it can compete successfully for a contract of any size. A smaller company would not have the flexibility, quality of training and ability to offer such a wide range of services. The national companies tend to be less efficient, and do not have the responsiveness and personal commitment as our locally-owned company. We offer the best of both worlds.

Management Systems

Proven management systems are ready to handle up to twice the current business volume without significant changes, leaving a large unused capacity waiting to be filled.

Access to Management

When telephones ring at TCB (any time of day), you have the option of dialing our emergency number to contact a member of our company's supervisory, management, or executive staff. There is always a manager on duty, 24-hours a day, every day. The dispatcher can page or patch your management to an executive or manager, anytime. All managers constantly monitor their voicemail and respond immediately.

Security Awareness Bulletins

TCB provides its clients with security awareness bulletins and other information that might be needed to make informed security decisions. Our top level executives and managers lecture on security issues at meetings set up with client personnel and their tenants.

The Future is Now

As TCB turns now to the future, it is more important than ever that commitment to quality remain alive in every manager for all employees to observe and learn from. An honest, open communication between both clients and company, and employees and managers, is an essential part of this philosophy, and is encouraged and practiced by everyone.

The TCB Quality Management System

Purpose:

1. To establish and maintain an ongoing, systematic program of monitoring, data analysis, assessment, and comprehensive evaluation that supports continuous quality improvement.
2. To identify opportunities and develop strategies to improve delivery of services provided to customers.
3. To promote maximum active participation and commitment from all personnel (security officers, support and management) in quality assessment/quality improvement activities.

Our Quality Control division is instrumental in ensuring that the client receives quality and professional service and that all mandated security goals and needs are met.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at TCB will be based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

TCB is in full compliance with the federal mandates of the Americans with Disabilities Act. TCB will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, TCB has established an affirmative action program to promote opportunities for individuals in certain protected classes throughout the organization.

TCB believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that TCB amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

If and when employees examine the option of representation by individuals outside TCB, however, we strongly encourage careful consideration of such related issues as regular deductions from paychecks for representation fees, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from third parties

Immigration Law Compliance

TCB is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with TCB within the past three years, or if their previous I-9 is no longer retained or valid.

Smoke-Free Workplace

In keeping with TCB's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

Security officers shall not smoke while on-duty in public view, or in areas where it is prohibited, including client managed properties and TCB owned vehicles.

Drug and Alcohol Use

It is TCB's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on TCB premises and while conducting business-related activities off TCB premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

The legal use of over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Operating company vehicles while taking any drugs which may impair the driver's performance is against the law and strictly prohibited. This includes, but is not limited to illegal drugs, alcohol, prescribed drugs and over-the-counter drugs (such as antihistamines, cough medications containing alcohol or codeine, etc.).

To inform employees about important provisions of this policy, TCB has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Drug Testing

TCB is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, and phencyclidine (PCP). TCB will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

PRE-EMPLOYMENT - as a pre-qualification to assuming any position, prospective employees are required to provide a body substance sample for drug testing. This occurs in connection with the pre-employment medical examination.

PERIODIC - This test occurs in connection with qualifying medical examinations for required licenses.

REASONABLE CAUSE – Tests of this kind occurs when workplace unusual behavior in the work place indicates that an employee is under the influence of drugs. Such behavior must be witnessed by at least one supervisor.

POST-ACCIDENT - Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, may be asked to provide a body substance sample to verify physical condition.

RANDOM TESTING - Employees holding safety-sensitive positions may be subject to tests at any time on a random basis.

Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination of employment.

Any driver who refuses to be tested under the provisions of the DOT regulations will not be permitted to operate a commercial motor vehicle. Any driver who tests positive for drugs will be immediately disqualified and taken off the road. Where test results are positive, the driver will be advised by the Disciplinary Review Officer as to what drug was discovered.

Personnel Selection

Selective Recruiting

Less than 10% of those who apply for employment are even considered.

The first step to effective performance is the selection of personnel who meet the specified qualifications required for employment.

Criminal Record/Drug Screening

Our current pre-employment process includes in-depth interviews by a trained personnel specialist, background investigations, and criminal record checks by our staff investigators. Applicants must also pass a physical examination including narcotic oriented screening.

Screening Police/Fingerprint/License

Finally, they must pass State police department screening of photo, fingerprint, and license statements. It is understood that if an applicant has recently moved to the area, police screening will be obtained from the applicant's home state. All TCB employees are routinely licensed in the jurisdiction to which they are assigned.

Permanent Schedules

When possible, it is the policy of TCB to hire only full-time officers to regular 40-hour permanent schedules. While the greater portion of our officers falls into this category, we do have a small cadre of part-time employees who fill swing shifts, or special assignments. All current contractual obligations are therefore satisfied.

Taking over another Contract Security Company's contract, or when conducting a proprietary conversion, it is TCB's policy to interview and offer employment to the personnel of the client. Those individuals must also pass our pre-employment screening procedures and have the approval of our management staff and yours.

No Minimum Wage Employee

All TCB personnel are paid not only a rate far above minimum wage, but by far, above the industry standard.

Job Qualifications

All Security Officers must meet and maintain the following requirements:

Education

- Possess a high school diploma, or equivalency.
- Be able to read at least at the 12th grade level.
- Be able to write or print legibly.

Temperament

- Be able to deal with the general public.
- Be able to maintain poise under stressful situations.

License

- Pass the state security officer's license requirement.
- Possess a valid driver's license.

Health

- Be able to walk for long periods of time.
- Have eyesight with corrective glasses of at least 20/40.
- Have normal hearing.
- Be well proportioned height to weight ratio.
- Any employee may at any time be required to take a physical examination as a condition of continued employment.

Training

Top Concern & Highest Priority

It is a recognized fact that training is a vital determinant in ensuring effective job performance. Therefore, training has always been of top concern and highest priority to TCB Security and a large portion of corporate resources are spent in providing continuous training for TCB employees.

Classroom Training Sessions

TCB has the most advanced classrooms and on-the-job training programs in the industry. This enables us to meet our own high employee performance standards.

Training Conducted By Executives & Managers

At TCB Security, we have our own in-house training program, **certified by the State of Oregon**. Every applicant is required to attend a pre-assignment training session and pass an examination prior to employment. The curriculum is comprised of the following subjects:

Curriculum

- Administrative and Security Orientation
- Legal Authority
 - Authority of the Security Officer
 - Elements and Mechanics of Arrest
 - Rules of Evidence
 - Search and Seizure
 - Protection of the Crime Scene
 - Courtroom Procedures
 - Self-defense
 - Company Policy and Procedures
 - Public Relations
 - Report Writing
 - Method of Patrol
- First Aid
- Communications
- Fire Prevention
- Uniforms and Equipment
- CPR Certified (if required by contract)

Once the applicant has completed the entry level training, the results of his/her final examination will determine whether or not he/she will be hired. When he/she does become an employee, his/her performance is continually monitored and evaluated.

Specific Training

While this pre-assignment training provides a basis, it is only the beginning. Each client's requirements are unique; so much of the specific training must take place at the job site itself. Each new Security Officer is assigned to train with a member of our supervisory staff. The new Security Officer works with the trainer until he/she is proficient in the performance of his/her duties.

Training for Supervisory Staff

Supervisory and managerial employees also need job-related training if they are to have a positive influence on the personnel they direct. All TCB supervisors attend in-house training classes on techniques of supervision and management, company regulations and policies, equipment maintenance, and specific duties. In addition, they are scheduled to attend supervisory training sessions at Associated Training and Security. This course covers such subjects as communication, delegation of tasks, basic supervision, line/staff concept, and maintaining records. Before actual assignment, new supervisors are also trained on-the-job by accompanying experienced supervisors on several shifts. Ongoing training is provided during roll-call meetings and by "Training Keys" written especially for them.

Management Attends Seminars

Members of the Management staff regularly attend seminars and lectures sponsored by professional organizations, learning centers, and local colleges. Due to recognition of the escalating problem of terrorism, managers have taken advantage of available seminars focusing on this topic in an effort to keep abreast of the situation. They have also attended lectures on guard force management, public relations, personnel policies and procedures, security officer training, fiscal management, total quality management, and security liability, to name just a few. Any fees are paid for by TCB.

TCB Online Training

TCB Officers and support staff are all involved in the PoliceOne training academy. This online learning management system provides a mix of provided training as well as the ability to add our own content for officers. This system is used by thousands of agencies across the country.

Report Forms

Report Critique by Supervisors

All Security Officers are assigned to complete Daily Log Reports and Incident Reports when necessary. These reports are read by the supervisors when they conduct post inspections to make sure the officer has a complete, concise and informative report. TCB provides a complete Records Management System (RMS) for use by officers and clients. With both webbases and mobile interfaces Officers and Managers can have immediate access to all reports.

Printouts of Activity

Printouts for the security officer's activity are available as needed and are reader friendly, giving the post name and location, the officer's name, the date, time, and specific locations patrolled. There is also a brief synopsis of any incidents that may have occurred.

Insurance

Liability

Comprehensive General Liability Insurance. TCB currently carries a \$2,000,000.00 million dollar general liability policy and a \$1,000,000.00 dollar excess liability policy. It is understood that
Tillamook County would be named as additional insured.

Workers Compensation & Auto Liability

Workers Compensation and Comprehensive Automobile Liability Insurance are carried in more than adequate amounts.

Safety Director

Any accidents are investigated thoroughly by our Safety Director. This pro-active approach has enabled us to reduce our Worker's Compensation and Automobile claims. We have also instituted a Return to Work Program and a Driver's Safety Program to help keep claim costs down and lower our insurance rates.

Certificate of Insurance

Certificate of Insurance and Additional Insured are available upon request.

Client Relations

24 Hour a Day Availability of TCB Security's Managers

The management staff at TCB Security, from the President to the Project Managers, Watch Commanders and field supervisors, are always available to respond to client concerns. All problems are thoroughly investigated and action taken as necessary. Any Security Officer can be replaced at any time at the sole discretion of management, no questions asked. Our management responsiveness is a guarantee.

Added Value

- 24-7 Dispatch Center
- Computer Based Records Management and Dispatch
- Local Radio System
- Supervisors on duty 24-7
- Joint training with local law enforcement and fire agencies
- Management team with over 100 years combined experience in the industry
- Full time HR Department
- Safety Manager
- Training Department
- PoliceOne Online Training program
- DPSST Certified instructors in-house.



Tillamook County Board of Commissioners

201 Laurel Avenue, Tillamook, OR 97141

Phone: 503-842-3403

Mary Faith Bell, Chair
Doug Olson, Vice-Chair
Erin D. Skaar, Commissioner

April 17, 2024

Office of Resilience and Emergency Management
Oregon Department of Human Services
500 Summer Street NE, E15
Salem, Oregon 97301

RE: Resilience Hubs and Networks Grants and HB 3409

Dear Grant Evaluation Committee:

The Tillamook County Board of Commissioners strongly supports House Bill 3409 (2023) and the resulting Resilience Hubs and Networks Grant (through Section 86) that will provide much needed aid and assistance to local communities across our state.

We are aware of the efforts of the Tillamook County Citizens Corps Council (TC4) composed of local citizen-led volunteer organizations from our various communities to continue to enhance and improve their resilience hubs and networks. We support the ability of our individual communities to respond as critically necessary without being entirely dependent on outside agencies for everything needed to support our citizens during an emergency.

Coastal communities in Tillamook County are especially vulnerable to natural disasters. The rural environment in which they are located needs support, and it is our responsibility as county leaders to support these organizations in their efforts to prepare our communities for future events.

The Board of Commissioners support the TC4 efforts and the enclosed Resilience Hubs and Network Grant application. The award of grant funding to our resilience hubs and networks will provide critical enhancements to resiliency and emergency preparedness across our various communities in Tillamook County. Each community worked with their team to identify the requests based on the needs of their communities for communication equipment, Type packages, facilities, and supplies.

BOARD OF COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON

Mary Faith Bell, Chair

Doug Olson, Vice-Chair

Erin D. Skaar, Commissioner

MEMORANDUM OF AGREEMENT HARM REDUCTION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between **Tillamook Family Counseling Center (TFCC)** and **TILLAMOOK COUNTY (COUNTY)**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services.

RECITALS

Whereas the Department of Health and Human Services (HHS) is providing access to harm reduction services to all Tillamook County communities and residents regardless of ability to pay;

Whereas HHS is providing a harm reduction and needle exchange program and desires to partner with TFCC; and,

Whereas TFCC has Peer Support Specialists (PSS) through Prime Plus Peers and is willing to partner with HHS to provider PSS at harm reduction sites and events under the terms and conditions set forth herein.

Whereas the goals of the Harm Reduction program are to reduce incidence of transmission of blood-borne infections through substance use, provide free access to needles/ syringes/ supplies and safe disposal of used needles/syringes, and raise awareness about the risk of drug overdoses and associated fatalities.

WITNESSETH

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows, the mutual promises of each party are given in exchange and as consideration for the promises of the other party:

SECTION 1.0 COUNTY RESPONSIBILITIES

1.1 Scope of Services

- Provide information and education, supplies, and needle exchange to the community that includes a “drop off” and “pick-up” station for needle syringes services delivered.
- Up to four (4) days per month with specific dates to be determined.
- Provide supplies, table and tent for distribution.
- Provide proper disposition of used needles.
- Provide bilingual literature in English/Spanish.
- Provide public health to support the program.
- Partner with TFCC Prime Plus Peers to provide at least two (2) staff at all harm reduction sites/events each month.

- Communicate with TFCC staff about changes in schedules, issues, and any community concerns about the program or site.

SECTION 2.0 TFCC RESPONSIBILITIES

2.1 Staffing

- Provide a lead contact for communication with COUNTY.
- Provide a staff person, ideally a PPS, to support the functions of the needle and syringe exchange services up to four (4) days per month with specific dates to be determined.
- Follow the safety procedures as outlined in the Tillamook County Health Department's Harm Reduction Standard Operating Plan, Harm Reduction Program Appendix, Safe Handling and Disposal of Used Syringes, and Needle Stick Procedure. Attached here as Exhibit A.

2.2 Accessible Locations for Services

- 805 Ivy Avenue, Tillamook, primarily in the parking lot
- 278 Rowe St., Wheeler Oregon (above north county Food Bank)
- 30710 Hwy 101 S., Hebo Fire Station

SECTION 3.0 EXPENSES

- 3.1 Each party shall be responsible for its own expenses and costs associated with an event.

SECTION 4.0 INSURANCE

- 4.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.272 and 30.273.

SECTION 5.0 LIABILITY; INDEMNIFICATION

- 5.1 Commencing on the effective date and continuing throughout the term of this Agreement, the parties shall, at their own cost, maintain general business, general liability, property and casualty liability, worker's compensation, employer's liability insurance coverage and any other insurance coverage required by law or customarily obtained by a similarly situated party. All of the foregoing required insurance shall be issued by an insurance company or indemnity company authorized to conduct business in the State of Oregon.
- 5.2 Each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this MOU. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

SECTION 6.0 EFFECTIVE DATE & TERM

- 6.1 The term of this Agreement shall begin April 1, 2024 and continue in force and effect until termination pursuant to the provision of Section 7.0 of this Agreement.

SECTION 7.0 TERMINATION

- 7.1 With Notice
 - 7.1.1 The parties mutually consent to termination in writing.
- 7.2 Without Notice
 - 7.1.1 Any party breaches any duty, term, or condition of this Agreement.
 - 7.1.2 Either party commits a fraud or misrepresentation upon the other party.
 - 7.1.3 Either party gives thirty (30) days written notice.

SECTION 8.0 MARKETING AND ADVERTISING

- 8.1 Advertising

The parties agree to consult and agree prior to printing or distributing any event promotional materials, advertising, or press communication, in any medium.
- 8.2 Marketing

The parties agree to coordinate marketing efforts relating to the event. Neither party shall refer to the other party in press, website, social media, or marketing materials without prior express written permission.

SECTION 9.0 GENERAL PROVISIONS

- 9.1 Notices: Any notice required or permitted under this Agreement shall be in writing and deemed given when:
 - 9.1.1 Actually delivered, or
 - 9.1.2 Three (3) days after deposit in the United States Post Office, certified mail, postage prepaid, addressed to the other party at their last known address.
- 9.2 Language: The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable unless the context requires otherwise.
- 9.3 Integration: This Agreement supersedes all prior oral or written agreements between parties regarding these services. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this Agreement.
- 9.4 Savings: Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

- 9.5 Jurisdiction; Law: This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. The venue shall be in Tillamook County, Oregon, unless otherwise agree by the parties.

SECTION 10 MISCELLANEOUS

- 10.1 Compliance with Laws: The parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of medicine and the practice of law.
- 10.2 Federal and State Program Eligibility: TFCC represents and warrants to COUNTY that neither it nor any of its employees or affiliates (a) are excluded from participation or otherwise ineligible to participate in a “federal health care program,” as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program (“Excluded”) and (b) have arranged or contracted (by employment or otherwise) with any employee or agent that TFCC or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event TFCC or one of its employees or affiliates is Excluded during the term of the arrangement, TFCC will notify COUNTY in writing within three (3) days after such event. Whether or not such notice is given to COUNTY, COUNTY may immediately terminate this Agreement upon written notice to TFCC.
- 10.3 Amendments, Modifications and Waivers: The provisions of this Agreement may be amended or modified only upon the written agreement of all of the parties hereto. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.
- 10.4 Licensure: The parties agree that each person working on the Mobile Clinic shall be properly trained and, if applicable, licensed to meet his or her respective duties. Each person shall maintain all applicable licenses, registrations, and certifications in good standing during the term of this Agreement.
- 10.5 Intellectual Property: The parties agree that no intellectual property is licensed under this Agreement. In addition, each party agrees not to use each other’s name or trademarks without the other party’s prior written consent.
- 10.6 Assignment: Neither party may assign or subcontract any rights or obligations under this Agreement to another party without prior written consent of the other party to this Agreement, and any such attempted assignment shall be void and of no effect.
- 10.7 Independent Parties: Neither party may legally or contractually bind the other party nor shall either party act as agent, employee, partner, or joint venture of the other party. Neither party’s personnel will, for any purpose, be deemed to be an employee of the other party for tax withholding, liability coverage, or for compensation or benefit plan participation.

- 10.8 Entire Agreement: This Agreement sets forth the entire agreement and understanding of parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between parties regarding the subject matter hereof.
- 10.9 Execution: This Agreement may be executed by parties in counterparts, all of which taken together will be deemed one and the same instrument.
- 10.10 Governing Law: This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, TFCC and COUNTY have executed this Agreement on the days noted below.

Dated this 11th day of April, 2024.

TILLAMOOK FAMILY COUNSELING CENTER


 Frank Hanna-Williams, Executive Director

Dated this ____ day of _____, 2024.

THE BOARD OF COMMISSIONERS
 FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	___	___	___/___
_____ Doug Olson, Vice-Chair	___	___	___/___
_____ Erin D. Skaar, Commissioner	___	___	___/___

ATTEST: Christy Nyseth,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

 William K. Sargent, County Counsel

AFTER RECORDING, RETURN
& SEND ALL TAX STATEMENTS TO:

Jeff Lee Heintz
14231 Morton Rd.
Oregon City, OR 97045

Robert & Michelle McSherry
1480 SE Liberty Ave.
Gresham, OR 97080

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

In the Matter of the Vacation of a	)	ORDER
Portion of Custer Avenue, Tillamook	)	#24-_____
County, Oregon	)	

This matter came before the Tillamook County Board of Commissioners on April 17, 2024 at the request of the Chris Laity, Director, Public Works, at which time it appears that Road Vacation #574 was filed by property owners on November 22, 2023, in accordance with ORS 368.351. The road to be vacated is described in the attached Exhibit A.

The Board of Commissioners, being fully apprised of the records and files herein, finds as follows:

1. Road Vacation Petition #574 was properly filed with the Tillamook County Clerk on November 22, 2023, in accordance with ORS 368.341.
2. The Petitioners own 100% of the properties fronting the road vacation.
3. The road to be vacated is legally a Public Road.
4. The road to be vacated is a County Road.
5. The public right of way to be vacated is under the jurisdiction of Tillamook County.
6. Public notices were not required as a part of this petition as indicated in ORS 368.351.

7. The Tillamook County Public Works Director prepared and filed with the Board of Commissioners a written report which includes the assessment that the proposed vacation would be in the public interest, in accordance with ORS 368.351.
8. Therefore, after considering the Engineer's Report provided by the Director of Tillamook County Public Works, as well as records and files regarding this matter, the Board determines that the proposed vacation of the above described road is in the public interest, and that the above describe road should be vacated.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

9. In accordance with ORS 368.351, the road as described in Exhibit A is hereby vacated.

DATED THIS ____ day of _____, 2024.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	____	____	____/____
_____ Doug Olson, Vice-Chair	____	____	____/____
_____ Erin D. Skaar, Commissioner	____	____	____/____

ATTEST: Christy Nyseth,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent,
County Counsel



Tillamook County Public Works

503 Marolf Loop Road, Tillamook, OR 97141

County Road Phone: 503-842-3419

Solid Waste Phone: 503-815-3975

Email: pubwks@co.tillamook.or.us

TTY Oregon Relay Service

Land of Trees, Cheese, and Ocean Breeze

PETITION TO VACATE PUBLIC RIGHT OF WAY #574 PUBLIC WORKS STAFF REPORT

Date: March 16th, 2024

Report Prepared by: Jasper Lind, Engineering Technician II
For Chris Laity, P.E., Director of Tillamook County Public Works

I. GENERAL INFORMATION

- Request: Petition to vacate that portion of Custer Avenue which is located between blocks 37 and 64 of the Brighton Beach Plat.
- Area of Interest: An area of undeveloped dedicated public right of way which connects Bayview Boulevard to State Highway 101 approximately 1 mile west of Wheeler, Oregon as shown in the map for Township 2 north, Range 10 west, Section 9BB of the Willamette Meridian.
- Petitioner: The petitioners represent 100% of private land abutting the right of way identified in the petition and all are signatories to the petition.

II. APPLICABLE STATUTES / ORDINANCES:

- 1) ORS 368.326 to 368.426
- 2) (By Reference from ORS Ch. 92.180 thru 92.192)

III. REVIEW:

1. Right of Way History

- 1) **Creation** – Petition #574 requests the vacation of a portion of the Custer Avenue Public Right of Way which is 190 feet long, more or less, and 60 feet wide. This road alignment was originally recorded on the 1909 map of Brighton Beach (C-0002).
- 2) **Prior Vacation / Dedication / Property Line Adjustment** – Since the time of the original map, a large portion of the area has been replatted through the 1996 Brighton Beach Estates map (C-460). That same year a substantial portion of Custer Avenue was recorded as vacated in County Court Journal Book 379 Page 625. This left one segment of right of way just under 600 feet in length still connected to Highway 101.

2. Current Petition to Vacate

- 1) The stated intent of the petitioners is to remove Public Right of Way from the land identified in the petition.
- 2) 100% of the adjacent or affected landowners are participating in the petition.

IV. PUBLIC ACCESS / TRANSPORTATION SYSTEM or FINANCIAL IMPACT:

- 1) The only impact of this vacation to the county wide transportation system is that a single fire safety turnaround, currently within a public right of way, would be located on private property.
- 2) There are no financial costs to Tillamook County.
- 3) This petition does not impact any existing access to rivers, beaches, or recreational property.

V. STATUS OF PUBLIC UTILITIES

- 1) All of the utilities responding to our inquiry through the Oregon Utility Notification Center were not located within the subject right of way, but rather, were located in adjacent or proximal right of way.

VII. PETITION CONCLUSION AND RECOMMENDATIONS:

- 1) Tillamook County Engineering staff has reviewed the subject petition, its supporting documentation, and visited the site.
- 2) The subject property is located between the eastern right of way boundary for State Highway 101 and the western right of way boundary for Bayview Boulevard. Its northern and southern limits are, respectively, block 37 and block 64 of the Brighton Beach Estates Plat.
- 3) The expressed intent of the petitioner is to remove the public right of way as illustrated in Exhibit 01.
- 4) Engineering staff recommends **Approval** of Vacation Petition #574 with the following conditions:
 - a) Approval of this petition for Vacation in no way relieves the affected properties, their heirs or assigns, from easements or encumbrances not identified herein.
 - b) All fees associated with professional services, document preparation and public recording are to be the sole responsibility of the petitioners. Required final field survey and property line adjustments are to be completed based on BOCC approval, all recordings to be completed within one calendar year.
 - c) The existing fire safety turnaround shall be maintained in serviceable condition and free of obstruction by the property owners in perpetuity, or until such time that an alternative is constructed and approved of by both the District Fire Chief and Tillamook County Public Works in writing.

VIII. EXHIBIT LIST:

1. Tax map showing the legal vesting pattern of the vacated right of way.
2. Petition verification letters from Tillamook County Clerk & Assessor
3. The original petition
4. Satellite image and plat maps for the right of way to be vacated.
5. Maps of adjacent surveys and wetlands.
6. Aerial and street view images.

BAY

P.T.B.R.R.

COAST

HIGHWAY

101

EXHIBIT 01

60' KENTON

AVE

BAY VIEW BOULEVARD

CUSTER AVE

HALL ST

02N10W09BB
BRIGHTON BEACH

Proposed Area for Right of Way Vacation #574

Page 40 of 69



Land of Cheese, Trees and Ocean Breeze

**Christy Biggs
Tillamook County Clerk
201 Laurel Ave.
Tillamook, OR 97141
(503) 842-3402**

November 22, 2023

Tillamook County Board of Commissioners
201 Laurel Avenue
Tillamook, OR 97141

Received
NOV 22 2023
Tillamook County
Board of Commissioners

RE: Petition No. 574 – Petition to vacate Custer Ave.

Dear Commissioners:

Enclosed is a certified copy of Petition No. 5743 filed November 21, 2023, to vacate Custer Ave.

Certification from the Assessor regarding ownership was received on November 22, 2023, a copy of which is enclosed along with a certified copy of the petition.

Thank you in advance for your assistance in this matter.

Sincerely,

Christy Biggs
County Clerk

Enclosures

Tillamook County
Department of Assessment and Taxation
201 Laurel Avenue
Tillamook, Oregon 97141

November 22, 2023

Christy Biggs
Tillamook County Clerk
201 Laurel Avenue
Tillamook, Oregon 97141

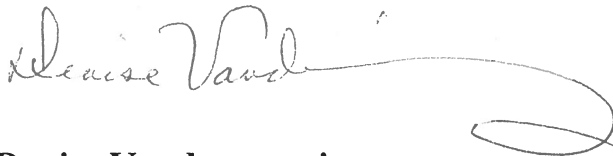
RE: Petition No. 574 – Petition to vacate Custer Ave.

Dear Ms. Biggs:

I have researched our records and certify that the petitioners are the adjacent landowners of record in the proposed vacation.

This certification is in accordance with ORS 368.341(3)(f).

Respectfully,

A handwritten signature in cursive script, appearing to read "Denise Vandecoevering", followed by a long, sweeping horizontal line that ends in a small loop.

Denise Vandecoevering
Assessor & Tax Collector

cc. Wendy Schink, GIS Cartographic Analyst
cc. KaSandra Larson, Chief Deputy of Assessment & Taxation

FILED

NOV 21 2023

BEFORE THE BOARD OF COUNTY COMMISSIONERS

#574

CHRISTY BIGGS
COUNTY CLERK

FOR TILLAMOOK COUNTY, OREGON

IN THE MATTER OF THE VACATION OF

Custer Ave

PETITION TO VACATE

- I. The undersigned person(s) hereby petitions the Tillamook County Board of Commissioners to vacate the following described property:

Unimproved Custer Ave, Starting from the S.W. Corner of
Parcel 2N10090100, East to the S.E. Corner of Parcel 2N-
1009BB0100, Then South to the N.E. Corner of Parcel
2N1009BB2900, Then West to N.W. Corner of Parcel 2N1009-
BB02900, Then 60' North along ODOT Hwy 101 ROW. to the
Point of beginning AS Illustrated on the MAP.

(Use separate sheet if more space is needed)

and certifies that all information contained in this Petition is true and complete.

- II. The reasons for requesting this vacation are:

1. To Allow for better use of this Real Estate.
2. To discourage the use of this Public Land
For squatters and Homeless people, Adjacent to
our Properties.

(Use separate sheet if more space is needed)

- III. Names and addresses of all persons holding any recorded interest in the property proposed to be vacated are:

NAME & ADDRESS

Tillamook County

DESCRIPTION OF INTEREST

Recorded Public Right of Way

(Use separate sheet if more space is needed)

- IV. The names and addresses of all persons (including utilities) owning any improvements constructed on the property proposed to be vacated:

None

(Use separate sheet if more space is needed)

- V. The names and addresses of all persons owning any real property abutting the property proposed to be vacation are:

NAME & ADDRESS

DESCRIPTION OF PROPERTY

(Use Tax Lot No. if available)

Jeff Lee Heintz

2N1009BB02900

Robert

Patrick + Michelle McSherry - 2N1009BB0100
2N1009BB01100

(Use separate sheet if more space is needed)

- VI. Attached to this Petition are 1 pages containing the notarized signatures of:

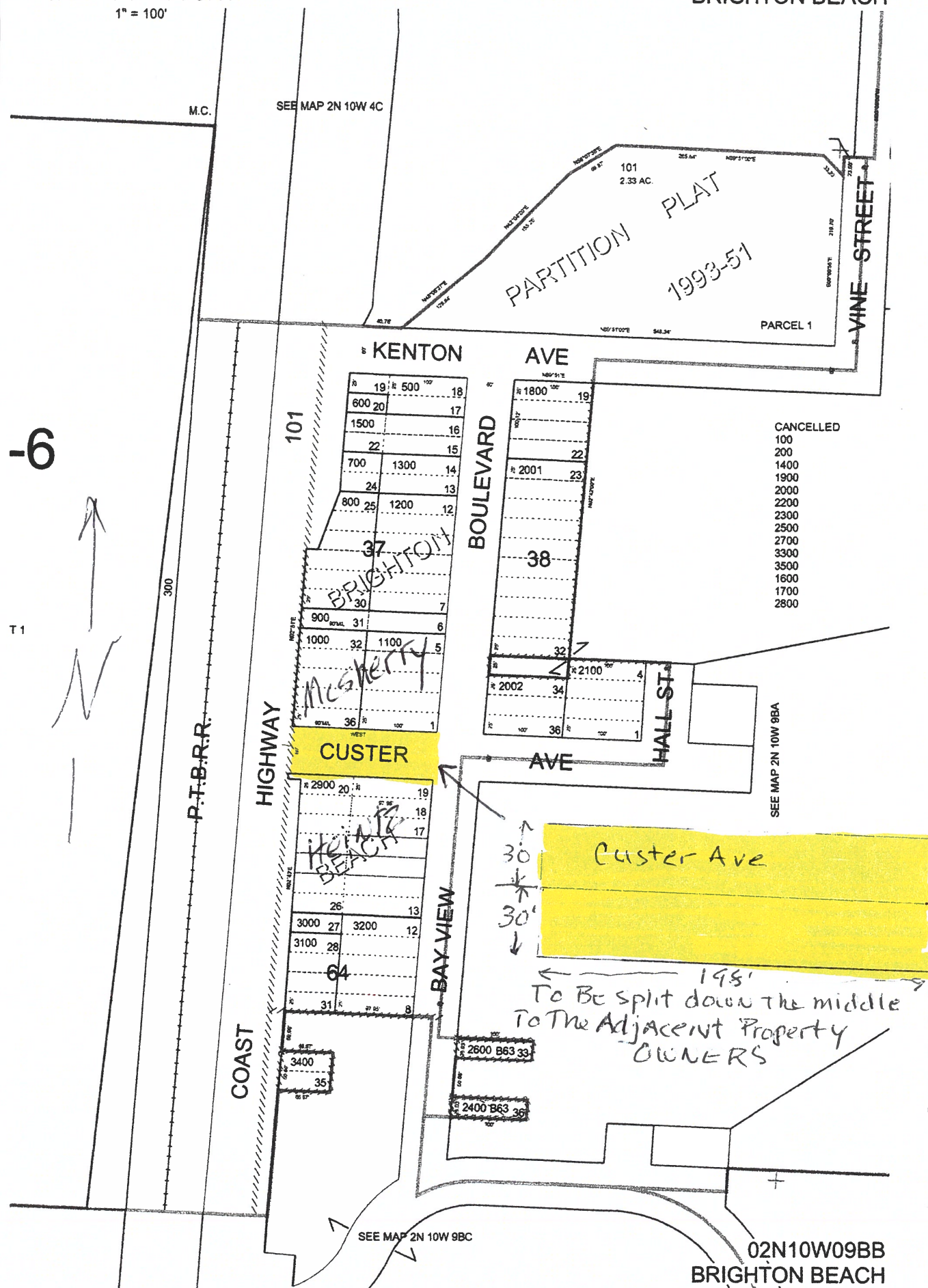
- ☒ Owners of 100% of the land abutting the property proposed to be vacated.
☐ Owners of at least 60% of the land abutting the property proposed to be vacated.
☐ At least 60% of the owners of the land abutting the property proposed to be vacated.

- VII. The property proposed to be vacated:

- ☐ Will not be redivided in any manner.
☒ Will be redivided as shown on the attached subdivision or partition plan.

1" = 100'

02N10W09BB
BRIGHTON BEACH



TILLAMOOK COUNTY
PETITION TO VACATE
SIGNATURE SHEET

Signature required in Section VI of the Petition to Vacate the following described property:

Unimproved Custer Ave. The section between Bayview
Blvd. And US Hwy 101 As Illustrated on the MAP.
Signatures Required: X Robert Patrick McSherry
X Michelle Rae McSherry

Description of owned property that abuts the property proposed to be vacated (Use legal description or Tax Lot Number)

2N1009BB01000
2N1009BB01100

I certify that I am the owner of property that abuts the property proposed to be vacated, and approve of the proposed vacation

Signed and Dated this 9 day of November, 2023

Robert P. McSherry
Signature

1480 SE Liberty Ave
Address

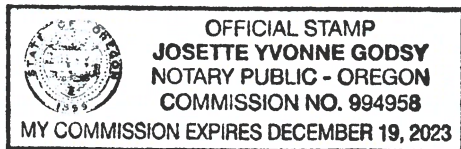
Michelle Rae McSherry
Signature

Wisham, Ore 97080
City, State, Zip

ACKNOWLEDGEMENT

NOTARY PUBLIC)
STATE OF OREGON) ss.
County of Tillamook X)
Clackamas

On November 9, 2023, the above named person appeared before me and acknowledged the foregoing instrument to be a voluntary act and deed.



Josette Godsy
Notary Public for the State of Oregon
My Commission Expires: December 19, 2023

TILLAMOOK COUNTY
PETITION TO VACATE
SIGNATURE SHEET

Signature required in Section VI of the Petition to Vacate the following described property:

Unimproved Custer Ave, The section between Bayview
Blvd AND US Hwy 101 AS illustrated on the map
2N1009BBO2900 OWNER
Signature Required: Jeff Lee Heintz

Description of owned property that abuts the property proposed to be vacated (Use legal description or Tax Lot Number)

2N1009BBO2900

I certify that I am the owner of property that abuts the property proposed to be vacated, and approve of the proposed vacation

Signed and Dated this 9th day of November, 2023

Jeff Lee Heintz
Signature

14231 Morton Rd
Address

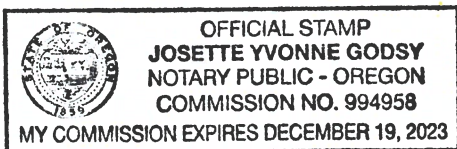
Signature

Oregon City, Or 97045
City, State, Zip

ACKNOWLEDGEMENT

NOTARY PUBLIC)
STATE OF OREGON) ss.
County of Tillamook)
Clackamas

On November 9, 2023, the above named person appeared before me and acknowledged the foregoing instrument to be a voluntary act and deed.



Josette Godsy
Notary Public for the State of Oregon
My Commission Expires: December 19, 2023

Petition to Vacate, Page 3



CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
CHRISTY BIGGS

BY Christy Biggs clerk
DEPUTY

11/20/2023

In The Matter of Custer Ave. Road Vacation

Property Owners Contact Information,

Parcel # 2N1009BB02900

Jeff Lee Heintz

Jeff.tier1@comcast.net

502-209-2470

Parcels #'s 2N1009BB01000

2N1009BB01100

Robert and Michelle McSherry

Mitchmcsherry@Yahoo.com

503-260-2908

EXHIBIT 04



MAP OF BRIGHTON BEACH

LOCATED IN
SEC. 4 and SEC. 9, TOWNSHIP NO. 2 N. OF RANGE NO. 10 W.
WILLAMETTE MERIDIAN

Surveyed by G. R. THOMAS G. E.

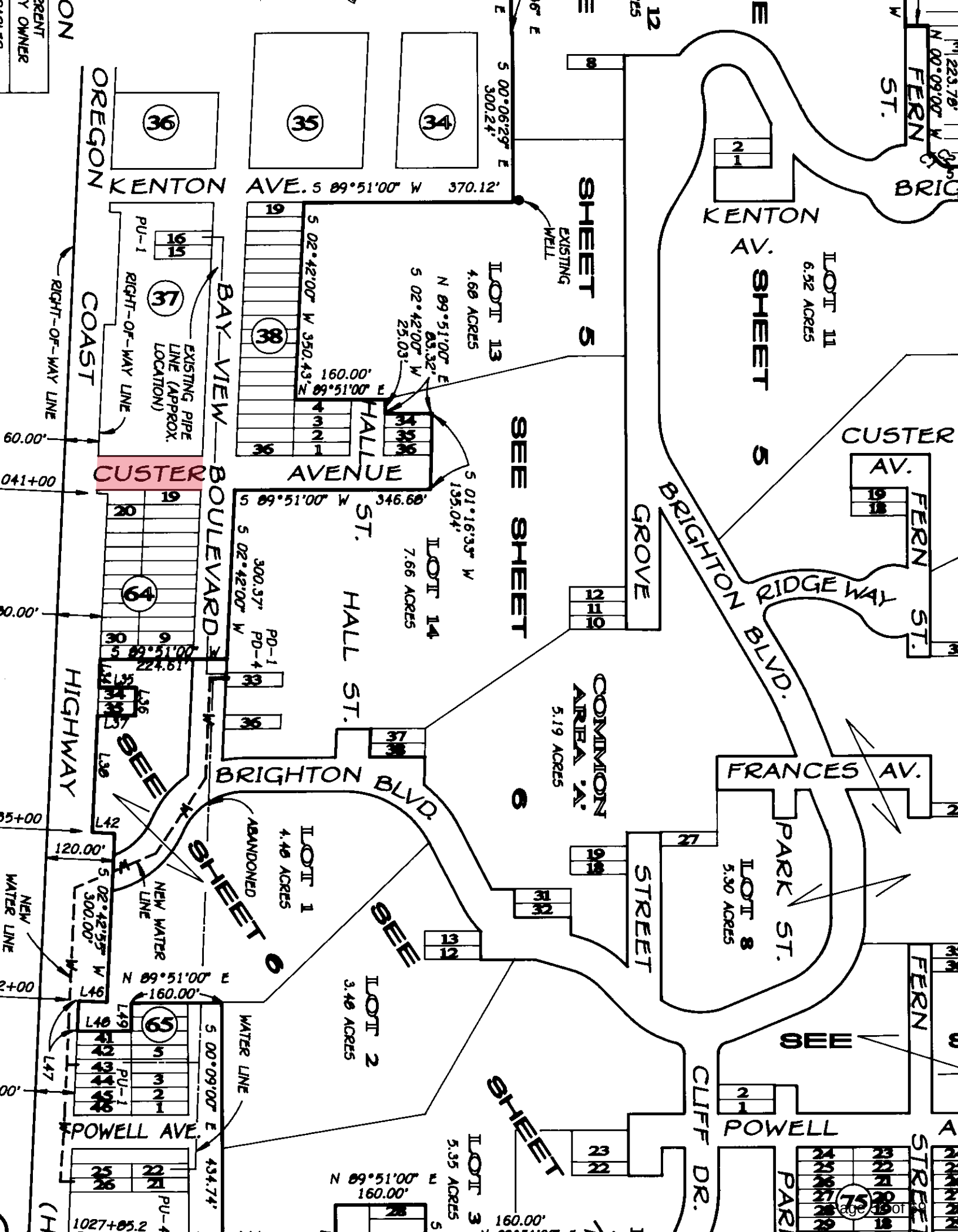
Scale = 200 feet = 1 inch.

DEDICATION

Know all men by these presents, That we John Matt and Sarah M. Matt his wife and Helen Matt and George Matt his husband, are the joint and several owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 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2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2



N E H A L E M



A SURVEY OF LOTS 17, 18, AND 19, BLOCK 37, "BRIGHTON BEACH"
NW 1/4 OF NW 1/4, SECTION 9, T2N, R10W, W.M., TILLAMOOK COUNTY, OREGON

AUGUST 5, 2022
SHEET 1 OF 2

VICINITY
MAP

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALCULATED BEARING FROM THE NORTHWEST CORNER OF BLOCK 38 (MON # 713) TO MONUMENT # 999 PER TCSR MAP B-1848. THIS SAME BEARING BEING S12°01'14"W.

PURPOSE

THE PURPOSE OF THIS SURVEY IS TO SURVEY AND MONUMENT THE EXTERIOR BOUNDARY OF LOTS 17, 18, AND 19 COMBINED BLOCK 37, BRIGHTON BEACH.

MONUMENT NOTES:

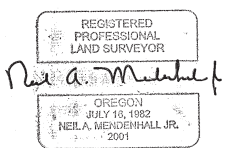
- MON # 713 FOUND 5/8" REBAR WITH A PYC STAMPED "HLB & ASSOC INC" TOP 0.2' BELOW THE SURFACE, ORIGIN A-6957, HELD AS NW CORNER BLOCK 38; N 24,965.37, E 25,001.18 (MON)
- MON # 716 FOUND 2" IRON PIPE TOP 1.2' ABOVE THE SURFACE, TIED TCSR MAP 2114, S38°06'30"W 1.17' FROM MON # 713 (HELD BLOCK CORNER), NOT USED, N 24,965.37, E 25,001.18 (HELD MON # 713)
- MON # 720 FOUND 1/2" IRON PIPE TOP 0.4' ABOVE THE SURFACE, TIED TCSR MAP 2114, APPARENTLY SET AS A BLOCK CORNER, S53°12'52"W 2.61' FROM CALC SW BLK 35, NOT USED, N 25,025.38, E 25,004.01 (CALC SW BLK 35)
- MON # 734 FOUND 5/8" REBAR WITH A PYC STAMPED "HLB & ASSOC INC" TOP 0.2' BELOW THE SURFACE, ORIGIN B-1848, S07°26'36"E 0.17' FROM CALC POSITION, N 24,965.63, E 25,101.18 (CALC)

- MON # 875 FOUND BENT 5/8" REBAR WITH NO CAP, TOP 0.10' BELOW THE SURFACE, ORIGIN B-1692, NOT USED THIS SURVEY, SET AS PARCEL CORNER; N 25,034.77, E 24,803.98 (MON)
- MON # 876 FOUND BENT 5/8" REBAR WITH NO CAP, TOP 0.10' BELOW THE SURFACE, ORIGIN B-1692, NOT USED THIS SURVEY, SET AS PARCEL CORNER; N 25,025.12, E 24,861.01 (MON)
- MON # 997 FOUND 5/8" REBAR WITH NO CAP, TOP 0.9' BELOW THE SURFACE, ORIGIN B-1848, N20°36'32"W 0.25' FROM CALC POSITION AT HIGHWAY STA 1035+00 40' RT; N 23,648.93, E 24,713.86 (MON)
- MON # 999 FOUND 5/8" REBAR WITH PYC STAMPED "HLB INC", TOP 0.1' ABOVE THE SURFACE, ORIGIN B-1848, N12°01'14"E 0.10' FROM CALC POSITION @ STA 1032+00 40' RT; N 23,649.27, E 24,699.64 (CALC)
- MON # 1001 FOUND 5/8" REBAR WITH PYC STAMPED "TERRY JONES LS 2507", TOP 0.1' BELOW THE SURFACE, ORIGIN B-3185, N44°59'18"W 0.20' FROM CALC POSITION @ NW CORNER LOT 32 & HIGHWAY ROW; N 24,639.69, E 24,741.34 (CALC)
- MON # 1002 FOUND 5/8" REBAR WITH PYC STAMPED "TERRY JONES LS 2507", TOP 0.25' ABOVE THE SURFACE, ORIGIN B-3185, N01°49'59"W 0.27' FROM CALC POSITION @ S BDRY BLK 37 & HIGHWAY ROW; N 24,514.67, E 24,735.42 (CALC)
- MON # 1034 FOUND 5/8" REBAR WITH PYC STAMPED "TERRY JONES LS 2507", TOP 0.10' BELOW THE SURFACE, ORIGIN B-1692, NOT USED THIS SURVEY, SET AS ANGLE POINT IN HIGHWAY ROW; S30°11'01"W 1.41' FROM CALC POSITION; N 25,044.00, E 24,819.94 (MON)

NARRATIVE:

I FOUND AND HELD THE ABSOLUTE POSITION OF MONUMENT # 713 AS THE NORTHWEST CORNER OF BLOCK 38. THE NORTHWEST CORNER OF BLOCK 38 (MONUMENT # 713) AND MONUMENT # 999 WERE UTILIZED FOR A BASIS OF BEARINGS. I HELD LOT AND BLOCK DIMENSIONS DETERMINED IN TCSR MAP # B-1848 AND B-3185 AFTER TIES TO MONUMENTS # 997 AND # 999 CONFIRMED THAT THEY WERE REASONABLE. I LAID OUT LOTS IN BLOCK 37 FROM MON # 713 USING THESE DIMENSIONS AND MY BASIS OF BEARINGS. I HELD THE HIGHWAY CENTERLINE ALIGNMENT AND CENTERLINE STATIONING PER TCSR MAP # B-3185. THE RIGHT OF WAY LINE EAST OF THE HIGHWAY CENTERLINE WAS DETERMINED FROM THE CENTERLINE STATIONING AND OFFSETS AS INDICATED IN BOOK 198, PAGE 444 TILLAMOOK COUNTY DEED RECORDS.

COORDINATES ARE LOCAL - ASSUMED



RENEWAL DATE: 12/31/22

Symbol	Description
■	OTHER FOUND MONUMENT - SEE MONUMENT NOTES
I	FOUND BENT 5/8" REBAR NOT HELD
●	SET 5/8" X 30" REBAR WITH PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"
▲	CALCULATED POSITION ONLY
---	HIGHWAY 101 CENTERLINE
-X-	METAL GATE (SEE DETAIL MAP)
---	MONUMENT TIES

- NO () - MEASURED - CALCULATED PER THIS SURVEY
- () - PER PLAT OF BRIGHTON BEACH MAP C-2
- (1) - PER CCSR MAP B-1848
- (2) - PER CCSR MAP A-6957
- (3) - PER CCSR MAP B-1976
- (4) - PER CCSR MAP B-3185
- (5) - PER CCSR MAP B-1692
- (7) - PER BOOK 196, PAGE 444 TCDR

OTHER REFERENCE SURVEYS
TCSR MAP # B-1692
TCSR MAP # A-6101
TCSR MAP # A-2114

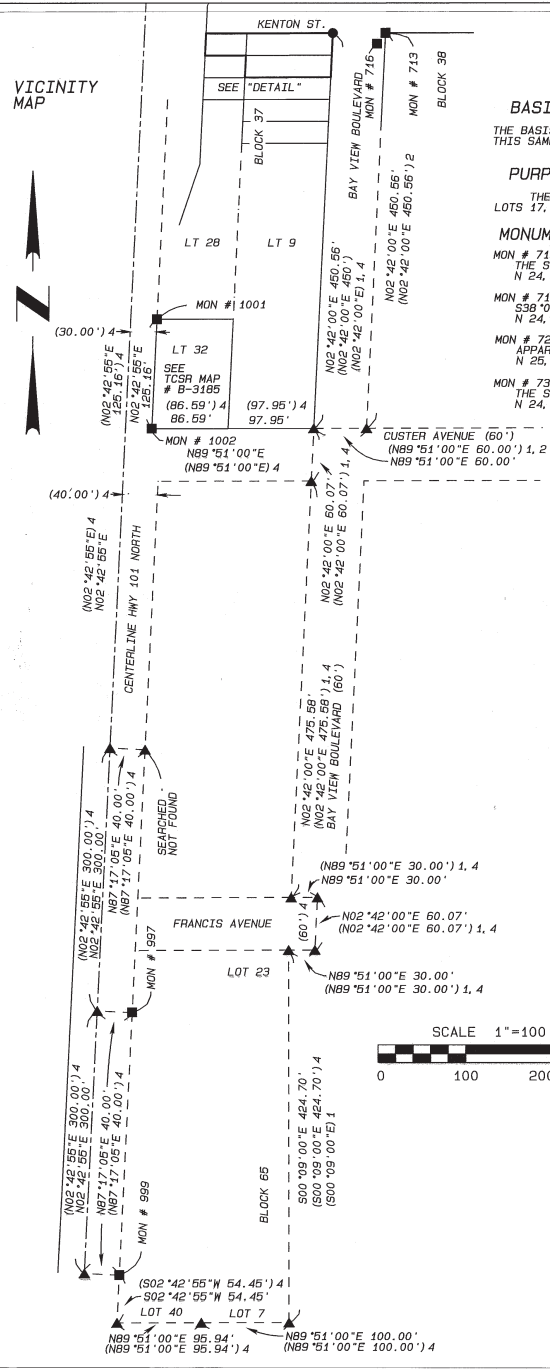
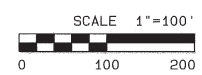
OTHER REFERENCE DEEDS
BOOK 162, PAGE 171 TCDR

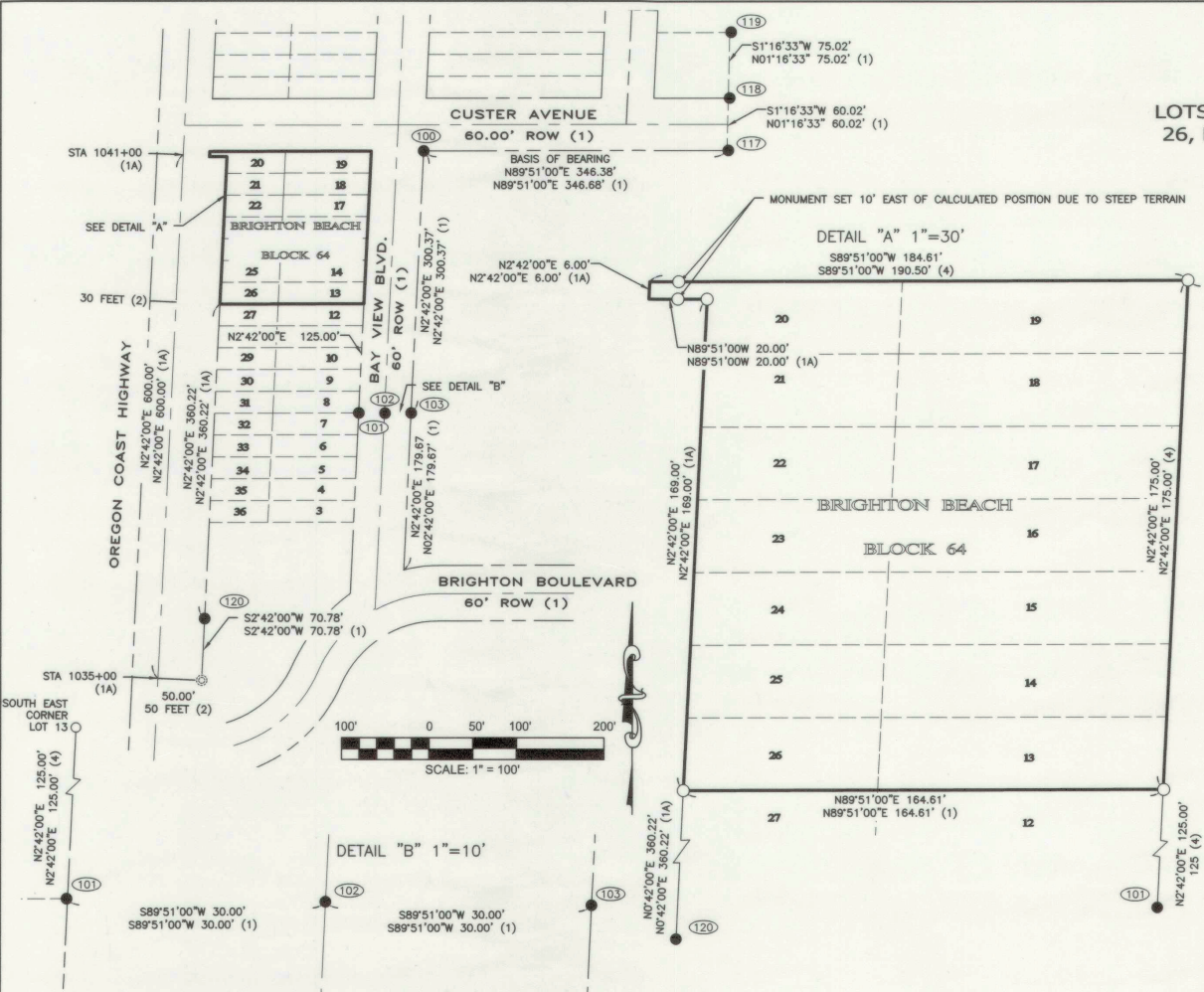


SURVEY BY:
NEIL A. MENDENHALL JR., LS 2001
PO BOX 2025
GEARHART, OREGON 97138
(503) 738-6393
mendenhall2025@gmail.com
file: cowan valdez nehl.prt

SURVEY FOR:
JASON & CHRISTY HITZ
791 SW RED HILLS DRIVE
DUNDEE, OREGON 97115
(503) 265-9345

EQUIP:
SOKKIA SET 530R
TOTAL STATION
CREW: NAM, DNM, DNM





RECORD OF SURVEY

LOTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, AND 26, BLOCK 64, BRIGHTON BEACH, NW OF THE NW 1/4 S9, T2N, R10W, W.M., TILLAMOOK COUNTY

NARRATIVE:

THE PURPOSE OF THIS SURVEY, IS TO LOCATE THE EXTERIOR BOUNDARY OF THAT PROPERTY DESCRIBED IN TILLAMOOK COUNTY INSTRUMENT NUMBER 2022-06657.

HLB AND ASSOCIATES DID A SURVEY FOR BRIGHTON BEACH INCORPORATED ON JANUARY 31 1995 (B-1848) WHICH THE RIGHT OF WAY FOR THE OREGON COAST HIGHWAY WAS 80 FEET. ON JUNE 25, 1996, HLB AND ASSOCIATES CONDUCTED ANOTHER SURVEY WHICH WAS A REPLAT OF THE SAME PROPERTY (C-0460) THAT, CITING BOOK K PAGE 428, BETWEEN STATIONS 1035+00 TO 1041+00 THE RIGHT OF WAY SHALL BE 80 FEET. WE CALCULATED THE RIGHT OF WAY BETWEEN SAID STATIONS TO BE 80 FEET AS PER BOOK K PAGE 428.

THE WEST RIGHT OF WAY OF BAY VIEW BOULEVARD/EAST LINE OF BLOCK 64 IS CALCULATED BY HOLDING A 60.00 FOOT OFFSET FROM MONUMENTS 100 AND 103.

THE SOUTH RIGHT OF WAY OF CUSTER AVENUE/NORTH LINE OF BLOCK 64 IS HELD AS AN EXTENSION OF THE LINE BETWEEN MONUMENTS 100 AND 117.

THE EAST RIGHT OF WAY OF HIGHWAY 101 IS DETERMINED BY HOLDING NARRATIVE DESCRIBED IN C-0460.

STATIONING BETWEEN 1035+00 TO 1041+00 WAS DETERMINED BY HOLDING POINT 120 AND PROJECTING THE WEST LINE SOUTH 70.78 FEET PER C-0460 AND NORTH ALONG SAID LINE 600 FEET TO DETERMINE STATION 1041+00.

SURVEY REFERENCES:

- (1) RECORD DATA PER TILLAMOOK COUNTY SURVEY C-0460
- (1A) CALCULATED PER RECORD DATA SHOWN IN COUNTY SURVEY C-0460
- (2) RECORD DATA PER TILLAMOOK COUNTY DEED DATED 24, NOVEMBER, 1925, BOOK K PAGE 428
- (3) RECORD DATA PER TILLAMOOK COUNTY SURVEY B-3185
- (4) RECORD DATA PER MAP OF BRIGHTON BEACH, MAP C-2.

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN FOUND MONUMENTS 100 AND 117 WHICH BEARS N89°51'00"E, THE RECORD BEARINGS FROM THE PLAT OF BRIGHTON BEACH ESTATES, MAP NUMBER C-460.

LEGEND:

- BREAKLINE
- SET MONUMENT, 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, STAMPED "S&F LAND SERVICES"
- FOUND MONUMENT NO.
- FOUND MONUMENT - SEE MONUMENT NOTES
- ROW RIGHT OF WAY
- LOT NUMBER
- CALCULATED POSITION
- CENTERLINE
- RIGHT OF WAY
- BOUNDARY LINE
- LOT/PARCEL LINE

PROCEDURE/EQUIPMENT:

TRAVERSE DATA (COLLECTED USING A TRIMBLE S6 TOTAL STATION) WERE ADJUSTED USING THE LEAST SQUARES METHOD IN TRIMBLE BUSINESS CENTER (TBC); THE RESULTING RELATIVE ACCURACY IS IN CONFORMANCE WITH THE PRINCIPLES STATED IN O.R.S. 92.050.

FOUND MONUMENTS TABLE:

- 100 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" FLUSH WITH SURFACE, SET PER SURVEY B-1848
- 101 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" FLUSH WITH SURFACE, SET PER SURVEY B-1848
- 102 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" FLUSH WITH SURFACE, SET PER SURVEY B-1848
- 103 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" 2.1' BELOW SURFACE, SET PER SURVEY B-1848
- 117 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" FLUSH WITH SURFACE, SET PER SURVEY B-1848
- 118 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" 0.5' BELOW SURFACE, SET PER SURVEY B-1848
- 119 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC" 0.5' BELOW SURFACE, SET PER SURVEY B-1848
- 120 FOUND 5/8" REBAR WITH NO CAP, BENT, TIED SPIN HOLE, FLUSH WITH SURFACE, SET PER SURVEY C-0460

S&F Land Services

PORTLAND, VANCOUVER, BEND, SEASIDE
1725 N ROOSEVELT DR.
STE B, SEASIDE, OR 97138
(503) 738-3425

DATE	JOB NO.	FIELD	DRAWN	CHECKED
08/03/2023	23-0658-01	JPW/GAH	TLO	JLW

SURVEY FOR:
TIER 1 EXCAVATING, LLC
C/O JEFF HEINTZ
LOTS 13-26, BLOCK 64
BRIGHTON BEACH, NW 1/4 OF THE NW 1/4,
S9, T2N, R10W, W.M.,
TILLAMOOK COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
JACK L. WHITE II
SEPTEMBER 10, 2019
JACK L. WHITE II
81987PLS
EXPIRES 6/30/24

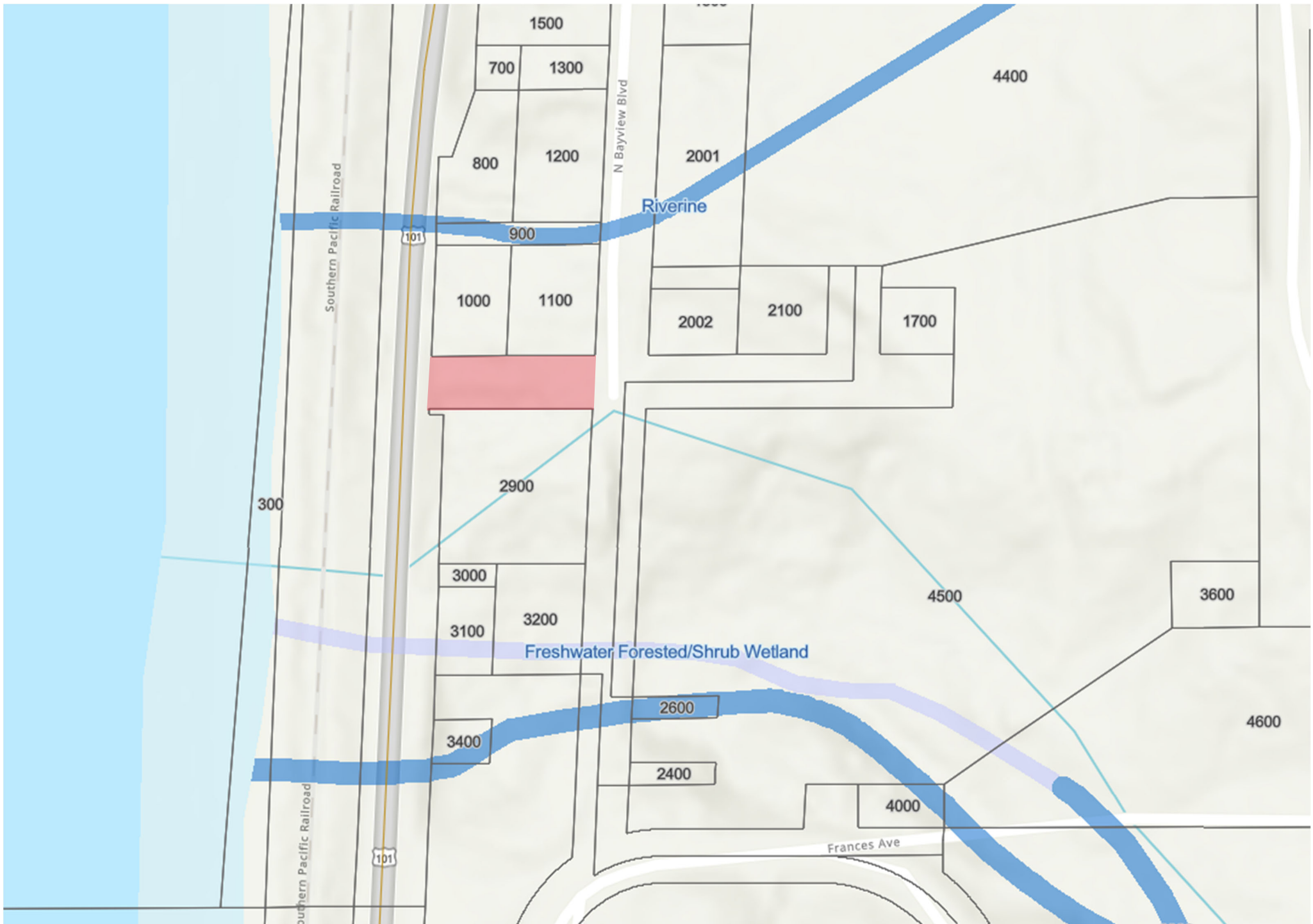


EXHIBIT 06

Right of Way Vacation #574

Google Earth



100 ft

Facing West

2023. 9.21 14:48

Facing North

2023. 9.21 14:50



Fire turnaround
visible from
Highway 101

Google Earth

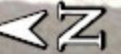
© 2024 Google

10 ft

Facing East

Google Earth

© 2024 Google



8.60 ft

Form 8

Grant Application Resolution

TILLAMOOK County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

TILLAMOOK _____ County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

TILLAMOOK _____ County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$2,932,667. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

DENISE VANDECOEVERING	(503) 842-3400	x3312	Denise.Vandecoevering@tillamookco
Name	Phone		nty.gov
			Email

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

☐ I Accept

	CHAIR-BOARD OF COUNTY COMMISSIONERS	17-Apr-2024
Chair/Judge or Appointee	Title	Sign Date



Form 1 Grant Application Staffing

2024-2025

County	Column 1 Approved FTE current year (2023-24)	Column 2 Budgeted FTE coming year (2024-25)	Column 3 Change (Column 2 less Column 1)
TILLAMOOK			
A. Assessment administration			
Assessor, deputy, etc.	1.25	1.25	0.00
Assmt. support staff, deed clerks and data entry staff	3.60	3.60	0.00
Total assessment administration staff	4.85	4.85	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	0.35	0.35	0.00
Lead appraisers	0.00	0.00	0.00
Residential appraisers	5.35	5.35	0.00
Commercial/industrial appraisers	0.55	0.55	0.00
Farm/forest/rural appraisers.....	0.60	0.60	0.00
Manufactured structure/floating structure appraisers	0.65	0.65	0.00
Personal property appraisers.....	0.15	0.15	0.00
Personal property clerks.....	0.25	0.25	0.00
Sales data analyst	0.45	0.45	0.00
Data gatherers and appraisal techs	0.00	0.00	0.00
Total valuation and appraisal staff	8.35	8.35	0.00
C. Board of Property Tax Appeals (BoPTA)	0.15	0.15	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	0.45	0.45	0.00
Support and collection	1.60	1.60	0.00
Tax distribution	1.15	1.15	0.00
Foreclosure and garnishment.....	0.35	0.35	0.00
Total tax collection and distribution	3.55	3.55	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	0.20	0.20	0.00
Lead cartographers	0.00	0.00	0.00
Cartographers.....	0.80	0.80	0.00
GIS specialists.....	0.40	0.40	0.00
Total cartographic and GIS staff	1.40	1.40	0.00
F. Dedicated IT services for A&T	1.23	1.23	0.00
G. Total assessment and taxation staffing	19.53	19.53	0.00

Form 2
Explanation of Staffing Issues**2024-2025**County TILLAMOOK

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

The Tillamook County Assessor is also the Property Tax Collector. The Assessor and Tax Collection functions are combined offices with Assessment staff and Tax Collection staff providing cross support. We are finally fully staffed and are doing a lot of training and cross training. Contracted Services include our Helion Software (ORCATS) which provides our A&T Software and development and has for many years. The Masters Touch provides printing and mailing services of our Tax Statements. JEL Property Research prepares our Tax Foreclosure Lien Reports.



Form 3 General Comments

2024-2025

County TILLAMOOK

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Main increase is in personal services due to wage increases and benefits cost increasing.



Form 4 Valuation and Appraisal Resources

2024-2025

County <u>TILLAMOOK</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2023-24)	Estimated (2024-25)	Actual (2023-24)	Estimated (2024-25)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	2,264	2,300	4.50	4.50
Zone changes.....	0	10	0.05	0.05
Subdivisions, segregations, and consolidations..	261	300	0.25	0.25
Omitted properties	2	5	0.05	0.05
Special assessment qualification and disqualification	39	40	0.60	0.60
Exemptions.....	13	20	0.05	0.05
Subtotal.....	2,579	2,675	5.50	5.50
2. Appeals and assessor review				
Assessor review and stipulations	201	200	0.35	0.35
BOPTA	13	20	0.10	0.10
Department of Revenue.....	0	1	0.05	0.05
Magistrate Division of the Oregon Tax Court.....	1	1	0.05	0.05
Regular Division of the Oregon Tax Court	0	1	0.05	0.05
Subtotal.....	215	223	0.60	0.60
3. Real property valuation				
Physical reappraisal.....	639	700	0.10	0.10
Recalculation only—no appraisal review	27,985	28,100	1.00	1.00
Subtotal.....	28,624	28,800	1.10	1.10
4. Business personal property (returns mailed)	1,082	1,100	0.40	0.40
5. Ratio			0.45	0.45
6. Continuing education			0.20	0.20
7. Other valuation—appraisal activity			0.10	0.10
8. Total valuation and appraisal staff (FTE)			8.35	8.35



Form 5 Tax Collection and Distribution Work Activity

2024-2025

County TILLAMOOK

County	TILLAMOOK	Number of accounts by activity	
		Actual (2023-24)	Estimated (2024-25)
1. Number of accounts requiring roll corrections			
Business personal property		4	10
Personal property manufactured structures		2	5
Real property		111	50
2. Number of accounts requiring a refund			
Business personal property		0	5
Personal property manufactured structures		0	5
Real property		22	40
3. Number of delinquent tax notices sent			
Business personal property		76	100
Personal property manufactured structures		122	150
Real property		1,242	2,000
4. Number of foreclosure accounts processed			
Real property only		28	50
5. Number of accounts issued redemption notices			
Real property only		29	30
6. Number of warrants		48	50
7. Number of garnishments.....		0	0
8. Number of seizures		0	0
9. Number of bankruptcies.....		34	50
10. Number of accounts with an address change processed		5,061	6,000
11. How many second trimester statements do you mail?		4,000	
12. How many third trimester statements do you mail?		3,201	
13. Does the county contract for lock box service?.....		☒ Yes ☐ No	
14. Does the county use in-house remittance processing?		☒ Yes ☐ No	
15. Is tax collecting combined with another county function?		☒ Yes ☐ No	
If yes, describe that function on Form 2.			



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2024-2025

County TILLAMOOK

**Assessment and administrative support
work activity**

	Numbers by activity	
	Actual (2023-24)	Estimated (2024-25)
1. Number of deeds worked	<u>3,669</u>	<u>4,000</u>

Cartography work activity

	Numbers by activity	
	Actual (2023-24)	Estimated (2024-25)
1. Number of new tax lots	<u>72</u>	<u>100</u>
2. Number of lot line adjustments	<u>53</u>	<u>50</u>
3. Number of consolidations	<u>22</u>	<u>30</u>
4. Number of new maps	<u>1</u>	<u>3</u>
5. Number of tax code boundary changes	<u>16</u>	<u>20</u>



Form 7
Summary of Expenses

2024-2025

County TILLAMOOK

Current operating expenses	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
1. Personnel services	588,509	944,522	19,831	507,684	184,908	196,932	2,442,386
2. Materials and services	73,450	70,235	5,400	60,226	8,615	69,391	287,317
3. Transportation	1,128	9,927	0	113	113	0	11,281
4. Total current operating expenses (Total direct expenses)	663,087	1,024,684	25,231	568,023	193,636	266,323	2,740,984

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	2,740,984
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	137,049
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	137,049

Capital outlay

Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
0	0	0	0	0	54,634	54,634
8. Enter the actual capital outlay without regard to limitation.						2,878,033
9. Total direct and indirect expenses (sum of lines 4 and 7)						172,682
10. Direct and indirect expenses multiplied by 0.06						172,682
11. The greater of line 10 or \$50,000.						54,634
12. Capital outlay (the lesser of line 8 or line 11)						2,932,667
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)						

Tillamook County Assessment/Taxation Organization Chart

All Employees below are Full Time Employees

