

POLK COUNTY BOARD OF COMMISSIONERS

DATE: November 12, 2025
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Polk County Board of Commissioners will be attending the Annual Association of Oregon Counties Conference November 18th through November 21st. The Tuesday and Wednesday BOC meetings that week are cancelled.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM November 5, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. LENGTH OF SERVICE AWARDS – Matt Hawkins**
 - Robin Deforest, 30 years of service
 - Jacob La Combe, 10 years of service
 - Patricia Perez, 10 years of service
- 8. INTERPRETATION OF AN ORDINANCE – Hannah Brickner**

CONSENT CALENDAR

- a) Polk County Contract No. 25-202, Sable House
(Jodi Merritt, Community Corrections Director)
- b) New Job Specification and Wage, Administrative Building Official
(Matt Hawkins, Admin Services Director)
- c) Polk County Order No. 25-13, Solid Waste Increase
(Austin McGuigan, Solid Waste Administrator)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

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

APPEARANCE OF INTERESTED CITIZENS

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

PUBLIC HEARING FORMAT
Land Use

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

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES November 5, 2025

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE AGENDA.

**ALL VOTED YES.
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

5. APPROVAL OF MINUTES OF October 29, 2025

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF October 29, 2025.

**TWO VOTED YES, COMMISSIONER POPE ABSTAINED DUE TO NOT BEING AT THAT MEETING.
MOTION PASSED BY VOTE OF THE QUORUM.**

6. APPEAL FOR PLANNING FILE RD 25-10

Eric Knudson, Community Development Senior Planner, was present today to share staff recommendations in regards to planning file RD 25-10. Mr. Knudson provided some information on the planning file and stated that have received an appeal for the file. Mr. Knudson and staff are recommending that the Board of Commissioners set the matter for a hearing before the Polk County Hearings Officer. Commissioner Gordon stated that after looking more into the file he agrees with their recommendation.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO SET THE MATTER BEFORE THE HEARINGS OFFICER.

**COMMISSIONER POPE AND COMMISSIONER MORDHORST VOTED YES.
COMMISSIONER GORDON VOTED NO.
MOTION PASSED BY VOTE OF THE QUORUM.**

At 9:06 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(F) To consider information or records that are exempt by law from public inspection.

The Executive Session ended at 9:28 a.m. and Commissioner Gordon stated that he had a local student job shadow him yesterday and wanted to share what a great experience he had with the student. Commissioner Pope adjourned the meeting at 9:29 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: November 12, 2025



POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338
(503) 623-9237

COMMUNITY DEVELOPMENT

AUSTIN M'GUIGAN
Director

MEMORANDUM

TO: Board of Commissioners
FROM: Hannah Brickner, Senior Planner
DATE: November 4, 2025
SUBJECT: Interpretation of Ordinance: Fairground in the Public Amusement and Recreation (PA) Zone

Agenda – November 12, 2025

ISSUE:

Does the Public Amusement and Recreation (PA) Zone permit private fairgrounds?

RECOMMENDATION:

Staff recommends that the Board of Commissioners consider the purpose and intent of Polk County Zoning Ordinance (PCZO) 170.010(H) and provide an interpretation of whether or not a “fairground” includes private fairgrounds as being a permitted use in the Public Amusement and Recreation (PA) Zone.

BACKGROUND:

On September 30, 2025, the Polk County Community Development Department received an application for a “similar use determination”, requesting the Polk County Planning Director to determine if a renaissance faire is the same general type and is similar to uses permitted in the Public Amusement and Recreation (PA) Zone, specifically “fairground” and/or “exposition” as listed in PCZO 170.010(H) and PCZO 170.010(G), respectively.

The criteria for a “similar use determination” is found in PCZO 111.050, which states:

111.050. SIMILAR USES. The Director may permit in any zone any use not described or listed in this ordinance for any other zone if, in the opinion of the Director, the requested use is of the same general type and is similar to the uses permitted in the zone. Such review and permission shall be made in the same manner as other interpretations of this ordinance, as described in Section 111.040.

PCZO 111.040 states:

111.040. INTERPRETATION OF ORDINANCE.

- (A) When, in the administration of this ordinance, there is doubt regarding the intent of the ordinance, the Director shall request an interpretation of the provision by the Board of Commissioners, who may issue an interpretation of the question if they have determined that such interpretation is within their power and is not a legislative act. Any interpretation of the ordinance shall be based on the following:**

- (1) **The purpose and intent of the ordinance as applied to the particular section and question; and,**
 - (2) **The opinion of the County Counsel when requested by the Board of Commissioners.**
- (B) The Board of Commissioners may decide that the interpretation of the question is not within their power without an ordinance amendment or that there is insufficient basis upon which to make an interpretation and may request the Director to study the problem, and where necessary, propose an amendment to the ordinance.**
- (C) A use is not precluded from being established or authorized in a zone based solely on the fact that the use is more specifically identified in another zone, except for Marijuana Uses defined in PCZO 110.371.**

The application materials assert that a renaissance faire, including camping and parking, is a permitted use in the Public Amusement and Recreation (PA) Zone as it comes within, or is similar to, the permitted uses of a fairground and/or an exposition, which are permitted uses in the PA zone pursuant to PCZO 170.010(H) and 170.010(G).

The Polk County Zoning Ordinance does not provide definitions of “fairground” or “exposition”; however, the Exclusive Farm Use (EFU) Zoning District and the Farm/Forest (F/F) Zoning District allow for expansion of existing county fairgrounds, pursuant to PCZO 136.050(HH) and PCZO 138.060(JJ), which specifically permit “expansion of existing county fairgrounds and activities directly related to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.” This language is reflective of State regulations governing uses on farmland found in Oregon Revised Statute (ORS) 215.283(2)(w). Considering this context, it is unclear if “fairground” as it is used in PCZO 170.010(H) contemplates privately-owned fairgrounds, such as that which is proposed in the application materials. Due to this doubt regarding the intent of the ordinance, the Planning Director shall request an interpretation of the provision by the Board of Commissioners.

Description of proposed use:

The information provided in the application explains that the applicant wishes to relocate the Oregon Renaissance Faire (Faire) to Polk County from the Clackamas County Fairgrounds in Canby, Oregon. The Polk County property that is proposed to be used for the Faire is located at 6335 Highway 22, Independence (Assessment Map T7S, R4W, Section 27, Tax Lot 100), which is currently operating as a golf course (Oak Knoll Golf Course). The subject property is located within the PA Zone and is designated Agriculture in the Polk County Comprehensive Plan (PCCP).

The Faire would take place on the four (4) weekends (Saturday and Sunday) in June each year and offer family-friendly entertainment, performances, food, beverages, and crafts. The Faire itself would take place on approximately 15 acres. Parking would occupy approximately 25 acres and camping for guests and vendors would occupy approximately 17 acres. The subject property that is within the PA zone is approximately 58.6 acres. Guest camping would be available eight (8) nights per year, on Friday and Saturday nights in June. Vendor camping would be available continuously from two (2) weeks prior to the first Faire weekend until one (1) week after the last Faire weekend. The application materials clarify that only dry camping would be provided, with no hookups or other amenities. Portable toilets are proposed to serve both the camping area and the Faire area.

The evidence that has been provided to support the assertion that the proposed use is, or is similar to, a fairground and/or an exposition includes definitions of both uses from the online Merriam-Webster dictionary. A “fairground” is defined in the Merriam-Webster online dictionary as, “an area where outdoor fairs, circuses, or exhibitions are held.” The definition of

“fair” in Merriam-Webster includes, “a gathering of buyers and sellers at a particular place and time for trade” and “a competitive exhibition usually with accompanying entertainment and amusements.” An “exposition” is defined as “a public exhibition or show”.

The application materials also assert that parking is a necessary accessory use to a fairground or exposition. The narrative also asserts that camping can be reasonably expected as part of these uses, citing the example that the Polk County Fairgrounds, as well as other fairgrounds across the state, offer camping both during the annual fair and in the off-season. According to the application materials, camping would be limited to the stated timeframes and would not otherwise be offered to the public as a campground.

The applicant’s attorney also provided a supplemental letter for the Board to consider, included as Attachment A.

DISCUSSION / ALTERNATIVES:

1. If it is determined that such interpretation is within the power of the Board of Commissioners and is not a legislative act, issue an interpretation of the ordinance based on the purpose and intent of the ordinance as applied to the particular section and question and the opinion of the County Counsel when requested by the Board of Commissioners.; or
2. The Board of Commissioners may decide that the interpretation of the question is not within their power without an ordinance amendment or that there is insufficient basis upon which to make an interpretation and may request the Director to study the problem, and where necessary, propose an amendment to the ordinance; or
3. Other.

FISCAL IMPACTS:

If it is determined that such interpretation is within the power of the Board of Commissioners and is not a legislative act, fiscal impacts would be minimal.

If the Board of Commissioners determines that the interpretation requires an ordinance amendment, fiscal impacts would be associated with preparing notices and conducting public hearings.

ATTACHMENTS:

A - Supplemental Letter from Applicant’s Attorney



David J. Petersen
david.petersen@tonkon.com
Admitted to Practice in Oregon and California

503.802.2054 direct
503.221.1440 main

October 31, 2025

VIA E-MAIL - brickner.hannah@co.polk.or.us

Polk County Community Development
c/o Hannah Brickner, Senior Planner
850 S. Main Street
Dallas, OR 97338

Re: Similar Use Determination LUD 25-33 (T7S, R4W, Section 27, Tax Lot 100)
Wandering in Time Productions, LLC

Dear Ms. Brickner:

Thank you for your letter of October 30 in this matter. You asked for further information and analysis as to how the proposed use is similar to a public fairground or exposition.

Like a public fair or exposition, the Oregon Renaissance Faire (the "Faire") is open to the public. Like a public fair, the Faire charges a fee for entry and has booths, entertainment, vendors and food. The Faire has a theme just like the County fair. The needs of the Faire and a public fair are the same – sanitation, parking, staffing, security, permits, etc. The rules and regulations applicable to both kinds of fairs are the same. Vendors at both kinds of fairs work for their own profit. And like a public fair, the net revenue from the Faire belongs to its promoter – in the case of a public fair, this is the government; in the case of the Faire it is the applicant.

The community benefits of both private and public fairs are also the same. Like the County fair and other events that occur at a public fairground, the Faire provides family-friendly entertainment that helps build community. Both types of events also have economic benefits by providing seasonal employment to local workers and outlets for local artisans and other small businesses.

Furthermore, private events occur on public fairgrounds and other public spaces all the time. A quick look at the online 2025 calendar for the Polk County Fairgrounds identifies a wealth of events including industry and hobby shows, flea markets, dog obedience training, dance classes, auctions, sales and other events, all put on by private enterprise. Private parties can even utilize the fairgrounds for invite-only events like family reunions and birthday parties. The Faire itself has taken place at the Clackamas County Fairgrounds for several years and will do so again this year.

Since the venue can accommodate both a public and private fair, the two events must necessarily be similar. If a truly public fairgrounds can be used regularly for private events, then there is no significant difference when a private property is used for the same purpose.

Lastly, it is worth noting that most if not all of the uses permitted in the Public Amusement and Recreation (PA) zone are not necessarily public and are equally if not more likely to be private. To cite just a few, uses like airports, amusement parks, auditoriums, golf courses, race tracks, stock shows, RV parks and restaurants are all often private enterprises. The actual property in question here was previously operated as a private golf course consistent with the PA zone. Just because the word "public" in the name of the zone does not mean the ownership of the property or sponsorship of the event has to be public. The better interpretation is that it means the audience should be public, and as noted above the Faire is open to the public.

On the other hand, we struggle to see any meaningful differences between public and private fairs. For the attending public, it is a distinction without a difference: the attractions and the experiences are the same. Members of the public interested in attending the types of events found at a fairgrounds are not going to distinguish between events based on the public vs. private nature of the underlying land ownership. The overall benefit to the community is also the same: the Faire will provide "public amusement and recreation" to the general public consistent with the name of the underlying zone, just as the Oak Knoll Golf Course does now.

All the reasonable evidence and inferences support the conclusion that the proposed use of this property is sufficiently similar to permitted uses in the underlying zone to justify approval of the requested similar use determination. Thank you for your consideration.

Best regards,



David J. Petersen

DJP/rkb

cc (via e-mail): Tracy Nietupski, Wandering in Time Productions, LLC
Liz Boisvert, Greenwood Group Oregon



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT & AGREEMENT SUMMARY

DEPARTMENT: POLK COUNTY COMMUNITY CORRECTIONS

CONTACT PERSON: Jodi Merritt, Community Corrections Director

DATE ISSUED: October 29, 2025

CONTRACTOR: Sable House
PO BOX 783
Dallas, OR 97338
rochelle@sablehouse.org

SS#/I.D.#: 93-1122800

SERVICES PROVIDED: Provide funding for a half-time Case Manager

EFFECTIVE DATES: **From:** July 1, 2025 **Through:** June 30, 2027

BUDGET LINE NUMBER(S): 100-8510-457-CC17

DOLLAR AMOUNT: Not to Exceed \$57,662.91 for Biennium

Terms (monthly/hourly): Rates per Exhibit A

ADDITIONAL COMMENTS AND/OR INFORMATION:

NOTIFY ACCOUNTING MANAGER IMMEDIATELY OF ANY CONTRACT TERMINATION

(Do Not Write Below This Line)

FOLLOW-UP CHECKLIST

<u> </u> Fiscal approval	Date <u> </u>
<u> </u> Contractor signed	Date <u> </u>
<u> </u> Contract signed by BOC	Date <u> </u>
<u> </u> Copies distributed	Date <u> </u>

AGREEMENT

This Agreement is made and entered into by and between

POLK COUNTY, a political subdivision of the State
of Oregon

EBI Policy # AB 1537

POLK COUNTY COURTHOUSE

DALLAS, OR 97338

hereinafter referred to as "County" and

Sable House

SSN#/ID#: 93-1122800

PO BOX 783

Dallas OR 97338

hereinafter referred to as "Contractor"; and,

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation; and

WHEREAS, Contractor has available, or can obtain, the necessary licenses or certificates required for the performance of said services;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

SECTION I - DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

- A. The County is desirous of securing the services of the Contractor to perform services more specifically outlined in Exhibit A, based on Contractor's specialty and capacity, and Polk County Community Corrections needs and capacity.
- B. The Contractor shall provide authorized services to Polk County referrals at Contractor's facilities.
- C. Services shall be provided in accordance with the document entitled Exhibit A: Scope of Work, which is attached and by reference herein, made an integral part of this Agreement

SECTION II - CONSIDERATION

- A. As consideration for the services provided by the Contractor as during the period beginning July 1, 2025, and ending June 30, 2027, Contractor will perform the services outlined in Exhibit A.

- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s), upon receipt of an authorized billing document at the rates outlined in Exhibit A and as approved by Polk County, up to a maximum payable amount of \$57,662.91 under this agreement.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - 1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - 2. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - 3. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of this Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

SECTION III - BILLINGS

Billings shall be submitted to Polk County Community Corrections Department, 820 SW Church Street, Suite 100, Dallas, OR 97338.

SECTION IV – GENERAL PROVISIONS

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating

costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Safeguarding of Client Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney.
- F. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- G. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
 - 1. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with Federal regulations and the County's guidelines on allowable use of funds paid by the County under this Agreement.
 - 2. The Contractor agrees to maintain fiscal records consistent with generally accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this Agreement. The Contractor shall make these records available at reasonable times upon request to State and Federal personnel, and other persons authorized by the County.
 - 3. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- H. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- I. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

J. Insurance:

1. Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, malpractice, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.
2. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities, operations, and omissions of the Contractor, all subcontractors, and all named additional insureds. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270, with provision for increased coverage as such limits are increased by legislative action. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
3. As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Community Corrections, 820 SW Church Street, Suite 100, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
4. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.

K. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

L. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.

M. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or

defaults caused by public carriers, which cannot reasonably be forecast or provided against.

Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

- N. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- O. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
1. If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.
 2. If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.
 3. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 4. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement is terminated under this clause.
 5. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:

- a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
 - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
 - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
6. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.
- P. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- Q. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- R. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- T. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- U. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and

provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.

- V. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- W. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- X. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by a qualified entity to determine the nature of any criminal activity the Contractor may have been involved in for purposes described in ORS 181.536 through 181.537 or Contractor agrees to provide verification that such a Criminal History Records Check has been completed by a qualified entity. No work will be assigned to Contractor until Criminal History Check is completed and verified by the qualified entity.

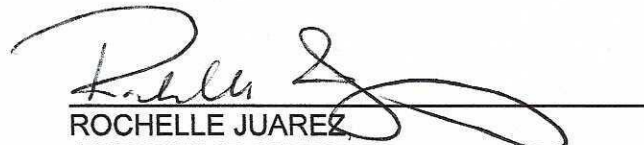
SIGNATURE PAGE

BY SIGNATURE BELOW, both parties agree to and accept all terms and conditions of this Agreement between County and Contractor/Provider along with the following:

Exhibit A –Scope of Work

Dated this _____ 3rd _____ day of _____ November _____, 2025

BY:



ROCHELLE JUAREZ
EXECUTIVE DIRECTOR
SABLE HOUSE

Dated this _____ day of _____, 2025

BY:

POLK COUNTY BOARD OF COMMISSIONERS

Approved as to Form

COUNTY COUNSEL

Exhibit A – Scope of Work

1. Contractor shall submit invoice for contracted services **quarterly** for services provided. Invoices are to be submitted to Polk County Community Corrections, Attn: Sam Hittle at 820 SW Church Street, Dallas OR 97338 or via email at hittle.sam@polkcountyor.gov
2. Funding is provided via the Criminal Justice Commission - Justice Reinvestment Grant Program and is subject to grant contract requirements in Attachment 1, which is hereby incorporated by reference.
3. Contractor shall submit an annual Progress Report to Polk County Community Corrections **no later than July 11, 2026 and July 10, 2027**. Progress Report formatting will be provided upon receipt from the Criminal Justice Commission.
4. Contractor application for funding is hereby incorporated by reference as Attachment 2.



HUMAN RESOURCES

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

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Administrative Services Director
DATE: October 31, 2025
SUBJECT: New Job Specification and Wage

Wednesday – November 12, 2025 (Consent)

RECOMMENDATION:

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

ISSUE:

Shall the Board approve this new job specification and wage?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for an Administrative Building Official. Due to some changes within the Building Division of Community Development, this job specification is being created to start a series for the Building Official position. This lower-level position will allow the County to have an Administrative Building Official that does not hold all of the certifications of a Building Official, but will allow any employee in this position time to obtain all of the necessary certifications that the higher-level Building Official is required to have. This will allow for the Building Division to continue work for the community while building the division back up after the recent resignations.

The salary range for the Division Coordinator will be (46B) \$6,549 - \$8,289.

FISCAL IMPACT:

No fiscal impact for FY 25-26.



POLK COUNTY CLASS SPECIFICATION
ADMINISTRATIVE BUILDING OFFICIAL

Class Spec. Number: 340

Representation: Non-Rep

FLSA Status: Exempt

Salary Range: 46B**

GENERAL STATEMENT OF DUTIES: Administers and enforces the County building mechanical, plumbing and zoning codes; inspects plans for the same.

SUPERVISION RECEIVED: Works under the general supervision of the Community Development Director or their designee.

SUPERVISION EXERCISED: Exercises supervision over any assigned employees within the Building Division or Community Development.

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

1. Administers the County building inspection program involving the issuing of permits, examination of building plans, and enforcement of the building and zoning regulations and codes.
2. Coordinates departmental activities with other allied county and state agencies.
3. Examines building and site plans for compliance with building, plumbing, mechanical, zoning, and Fire Life Safety Codes; reviews plans and specifications with an understanding of engineering principles and mathematical formulas.
4. Confers with public and assists them in making application for building permits, along with assistance in drawing up of plans; and collection of fees.
5. Determines value of structure pursuant to adopted policies relative to such, thereby determining permit fee, when contested.
6. Confers with architects, engineers, contractors and general public relative to building, plumbing, electrical, mechanical and zoning codes as applicable to their building plans.
7. Provides technical information on the various County codes to the building inspectors.
8. Assists in preparing budget requests and administering approved budget.
9. Administers floodplain management ordinance, fill and excavation ordinance and dangerous building ordinance.
10. Conducts correspondence, keeps records and prepares reports.

11. Acts as mediator between owner and contractor to resolve problems.
12. Initiates action and produces records for violations of codes.
13. Calls Appeals Board meetings.
14. Performs related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: building construction materials and methods; county and state construction specialty codes and zoning laws and codes; structural elements of buildings.

Ability to: detect and evaluate the quality of construction and physical condition; read and interpret plans and specifications and evaluate construction in progress; establish and maintain harmonious relationships with the public, contractors, public officials and subordinate employees.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from high school or successful completion of the equivalent GED. Four (4) years experience in the construction field, including at least one year as supervisor. Some college work or university course work in engineering, architecture, or related fields preferred. Any equivalent combination of experience, education and training which ensures the ability to perform the work may substitute for the above.

NECESSARY SPECIAL QUALIFICATIONS: Must possess the following Oregon Certificates: Oregon Inspector Certification (OIC), and Residential Plans Examiner (CAX), at time of hire. Must possess, or have the ability to obtain within 6 months, State of Oregon Certificate for Building Official; preference given to those who also possess State of Oregon Certificates for A Level Electrical Inspection, or A Level Plumbing Inspection. Must have the ability to obtain Fire and Life Safety Certification within 12 months of hire. Possession of valid Oregon driver's license at time of appointment.

Administrative Building Official - 340
Adopted 11/25



POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338
(503) 623-9237

COMMUNITY DEVELOPMENT

AUSTIN MCGUIGAN
Director

TO: Board of Commissioners

FROM: Austin McGuigan, Solid Waste Administrator; Christina Tisdell, Env. Health

DATE: November 06, 2025

SUBJECT: Order No. 25-13 – Solid Waste Rate Increase

November 12, 2025 - Consent

RECOMMENDATION: Adopt Order No. 25-13 to ratify the Hearings Officer's decision for a solid waste rate increase for Valley Recycling and Disposal, Inc. (Valley Recycling).

ISSUE: Should a rate increase for solid waste collection service be approved for Valley Recycling?

BACKGROUND: Valley Recycling is proposing a combined collection rate increase of 10% to all collection services, with the exception of janitorial services, drop box rentals, temporary drop box deliveries and drop box mileage fees, which are based on the cost of service rather than the overall percentage.

The Hearings Officer conducted the public hearing on October 30, 2025. The Hearing Officer's recommendation is attached with findings, conclusions and recommendations. Based on the staff report and the testimony received at the hearing, the Hearing Officer has recommended the rate increase. Unless a majority of the Board wants to open the record, your decision, pursuant to Polk County Code Chapter 70, must be based on the record developed through the hearing held on October 30, 2025.

DISCUSSION / ALTERNATIVES:

1. Ratify rate increases as proposed by Valley Recycling.
2. Modify the Hearing Officer's decision.
3. Rescind the Hearing Officer's decision.
4. Remand the decision back to the Hearing Officer for reconsideration.

FISCAL IMPACT:

Approximately 1,585 customers served by Valley Recycling will be affected by the proposed rate increase, which is set to take effect January 1, 2026.

In the matter of Solid Waste Collection)
Rate Increase by Valley Recycling and Disposal)

WHEREAS, the above matter came before the Polk County Board of Commissioners as a decision from the Polk County Hearings Officer for approval of a solid waste collection rate increase for Valley Recycling and Disposal; and

WHEREAS, the Polk County Hearings Officer conducted a public hearing on this matter on June 3, 2022; and

WHEREAS, the Polk County Hearings Officer found that the rate increase will be just, fair, reasonable, and sufficient to provide service to the public; now, therefore:

Sec.1 The application for a solid waste collection rate increase for Valley Recycling and Disposal is **ratified**.

Sec.3 The effective date of January 1, 2025, as determined by the Hearings Officer is **ratified**.

Page 1 of 2

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Lyle Mordhorst, Commissioner

Jeremy Gordon, Commissioner

Approved as to Form

Morgan Smith
County Counsel

**BEFORE THE COMMUNITY DEVELOPMENT DEPARTMENT
FOR POLK COUNTY, OREGON**

In the Matter of the Application of:

Valley Recycling & Disposal, Inc.

**ORDER RE: APPLICATION FOR
ANNUAL RATE INCREASE
(PCCO CH. 70)**

I. SUMMARY OF PROCEEDINGS

Valley Recycling and Disposal Inc. (Valley Recycling), a Polk County Solid Waste Collection Franchisee, has requested a rate increase for solid waste collection services. Valley Recycling serves approximately 1,585 customers within the urban, rural, and distant areas in Polk County. Residential customers account for approximately 95% of operations and commercial customers account for approximately 5%. Valley Recycling's last rate increase was on October 1, 2024, and included a 6.5% increase for solid waste collection services, a redistribution of fees for urban and rural commercial container rates which resulted in an increase of 2.91% and 5.75% respectively, and a mileage rate increase for drop box services for customers located more than five miles from the base station.

Valley Recycling applied for the current annual rate adjustment on September 22, 2025. The proposed rate adjustment requests a combined collection rate increase of 10% to all solid waste collection services, with the exception of janitorial services, drop box rentals, temporary drop box deliveries and drop box mileage fees, which are based on the cost of service rather than the overall percentage.

Polk County Code of Ordinances (PCCO) Chapter 70.0801 allows a Solid Waste Collection Franchisee to apply for an annual rate increase. The Polk County Board of Commissioners designated Hearings Officer may approve and establish rates filed by a franchisee if it finds that such rates are not demonstratively unreasonable and are not substantially higher than those charged generally in the County under similar service requirements and for the same or similar quality of service, or it may establish a different rate schedule. The Hearings Officer may also increase or decrease rates based on the cost of doing business. Leslie Howell was designated by the Board to hear and determine this application.

II. PUBLIC HEARING

A duly advertised public hearing was held in the Polk County Courthouse on October 30, 2025. Valley Recycling was represented by Estle Harlan. The Hearings Officer announced that she was a customer of Valley Recycling but her rates were not affected by this hearing and that she had no interest (financial or personal) in the matter nor any *ex parte* contact with any involved party. County Staff summarized its report and recommended the Applicant's request for a rate increase effective of January 1, 2026. Harlan presented additional testimony in favor of the application and stated that Valley Recycling supported County Staff's recommendation. There was no one in attendance who wished to speak for or against the application. There was no request for a continuance nor a request to leave the Record open for submission of further evidence. Leslie Howell, Polk County Hearings Officer, presided. She has authority to make a recommendation to the Board of Commissioners on this matter.

///

III. APPLICABLE LAW

In determining rates, the Administrator and the Hearing's Officer shall make a finding that the rates will be just, fair, reasonable, and sufficient to provide proper service to the public. The Administrator and the Hearing's Officer may consider rates charged by other persons performing the same or similar service in the same or other areas. Under PCCO 70.0801(6) the Administrator and the Hearings Officer shall give due consideration to:

- (a) The investment in facilities and equipment.**
- (b) The services of management.**
- (c) Local wage scales.**
- (d) The concentration of customers in the area served.**
- (e) Methods of storage, collection, transportation and disposal, salvage, recycling, or reuse.**
- (f) A reasonable return to the franchisee.**
- (g) The length of haul to disposal facilities.**
- (h) The cost of disposal.**
- (i) The use of transfer stations or transfer systems and the added costs.**
- (j) The cost of alternate methods of disposal.**
- (k) The future service demands of the service area or disposal site which must be anticipated in equipment, facilities, personnel, or land.**
- (l) Extra charges for special pickups or pickups on days where service is not normally provided on a collection route.**
- (m) Extra charges where the type or character of waste or solid waste, including but not limited to wastes with peculiarly offensive odors, requires special handling or service.**
- (n) Extra charges for providing janitorial services on the premises where service is provided.**
- (o) In addition, with respect to disposal sites, the type of site, whether the site is open to the public, and hours, type of waste disposed of, and method of disposal.**
- (p) Cost of compliance with laws, ordinances or regulations and rules of public agencies or bodies having jurisdiction.**
- (q) Other factors that may, in the opinion of the Administrator and the Board, necessarily affect the rates to be charged.**

IV. FINDINGS

Polk County has previously evaluated the rate determination factors listed above in establishing the collection rates for this franchise area. Valley Recycling is requesting a 10% rate increase for all solid waste collection services, with the exception of rates for janitorial services, drop box rentals, temporary drop box deliveries and drop box mileage fees, which are based on the cost of service rather than the overall percentage. Valley Recycling is not proposing to change any other types of services offered (collection or disposal).

Valley Recycling has not identified future service demands that would justify a rate increase. Valley Recycling has not identified any changes to laws, ordinances or regulations that have increased the cost of compliance. Valley Recycling has identified inflationary increases in fuel,

labor, and disposal costs as well as the general cost of doing business as justification for the proposed rate increase. Valley Recycling is also requesting a reasonable return of 6.42%.

Annual inflation based on the Urban Consumer Price Index (CPI - U) for West Size Class B/C increased 3.2% between 2024 and 2025. Valley Recycling's net income as percent of sales before tax for the Polk County portion of their earnings increased from 1.81% in 2024 to 2.18% in 2025. 2024 and 2025 actual results indicate that the largest expenses were combined operational costs. From 2024 and 2025, the total direct cost of operations increased by 3.78%. The 2025 Valley Recycling and Disposal ProForma projects that the total direct cost of operations will continue to increase by 5.79% from 2025 to 2026. Disposal costs are projected to go up 18.83%. Valley Recycling also projects that, with the proposed rate increase, the net income as a percent of sales would increase to 6.42% from 2.18%. Without the rate increase, the net income as percent of sales would decrease to -1.75%.

In summary, the total direct cost of operations are projected to increase by 5.79% from 2025 to 2026. The Hearings Officer finds that before tax, a projected 6.42% operating margin is a reasonable rate of return to the franchisee and compared to the projected returns for other Polk County franchisees. The cost of disposal, wages, and management services are all factors that the Hearings Officer considers when making a rate increase determination. The Hearings Officer finds that Valley Recycling has demonstrated that the cost of doing business has increased.

The Hearings Officer and the Board may compare rates charged by others performing the same or similar service in the same or other areas. Attached are rate comparison charts compiled by County Staff to review other solid waste collection rates both inside and surrounding Polk County. The surrounding counties included in this comparison are Benton, Linn, Marion, Tillamook, Yamhill and Washington.

A review of Valley Recycling's proposed urban residential rates are mostly lower than the average rates of the franchises in Polk County and lower than the surrounding counties' urban solid waste collection rates. In particular, the average urban rates within Polk County but outside Valley Recycling franchise area are \$20.66 for a 32/35-gallon cart and \$38.34 for a 90/95-gallon cart. Valley Recycling is proposing \$20.25 for a 32/35-gallon cart and \$32.75 for a 90/95-gallon cart. Valley Recycling's proposed 32/35-gallon cart and 90/95-gallon carts are 2.02% and 17.07% lower than the average Polk County franchise rates. The average rates in surrounding counties are \$28.57 for a 32/35-gallon cart and \$49.60 for a 90/95-gallon cart. Valley Recycling proposed rates for the 32/35-gallon and 90/95-gallon carts are 41.10% and 51.44% lower than the surrounding counties. Valley Recycling's proposed urban rate for a 2-yard container is on average 7.10% lower than other Polk County franchises and 25.39% lower than surrounding counties respectfully. The Hearings Officer finds the proposed urban rates are just, fair, and reasonable compared to other Polk County franchises in the local area.

A review of the Valley Recycling's proposed rural residential rates are lower than the average rates charged by franchisees in Polk County and surrounding counties. In particular, the average rural rates within Polk County but outside the Valley Recycling's franchise area are \$20.78 for a 32/35-gallon cart and \$37.49 for a 90/95-gallon cart. Valley Recycling is proposing \$19.80 for a 35-gallon cart and \$33.90 for a 95-gallon cart. Valley Recycling's proposed 35-gallon cart rate and 95-gallon cart rate are 4.95% and 10.58% lower than the average Polk County Franchise rates respectfully. The average rates in surrounding counties are \$30.33 for a 32/35-gallon cart and \$48.69 for a 90/95-gallon cart. Valley Recycling's proposed rural rates are 53.16% and 30.38 % lower than surrounding counties for 32/35-gallon and 90/95-gallon carts. Valley Recycling's proposed rural rate for a 2-yard container is on average 2.38% lower than other Polk County franchises and 19.21% lower than surrounding counties respectfully. The Hearings Officer finds the proposed rural residential rates are just, fair and reasonable compared to other Polk County franchises in the local area.

Valley Recycling's proposed rates for drop box rentals, janitorial services, drop box mileage fees, and temporary box deliveries are based on the cost of service rather than an overall percentage. The drop box rates are proposed to increase by 5%, with rates of \$249.10 for 10-yard, 20-yard, 30-yard, and 40-yard drop boxes. In comparison, the average rates within Polk County but outside the Valley Recycling's franchise area are \$267.26 for 10-yard, 20-yard and 30-yard drop boxes. As a result, Valley Recycling's proposed drop box rates are approximately 7.29% lower than the county average. The proposed janitorial service rate of \$146.95, up from \$127.80, reflects a 15% increase. The rate increases for drop box rentals, janitorial services, drop box mileage fees, and temporary box deliveries are aligned more closely with actual cost of service and an hourly rate. Valley Recycling aims to ensure that customers who benefit from these services share in the associated costs, rather than some cost being subsidized by others. The Hearings Officer finds that the proposed rates are just, fair, and reasonable compared to other Polk County franchises in the area.

V. CONCLUSIONS

Based on the information in the record and the analysis above, the Hearings Officer finds justification in approving a rate adjustment of 10% increase in current collection rates with the exception drop box rentals, janitorial service, drop box mileage, and temporary box delivery. The CPI-U index has shown an increase of 3.2% between 2024 and 2025. Without the proposed rate increase, Valley Recycling projects that the net income as percent of sales would decrease to -1.75% for 2026, down from 2.18% in 2025. With the proposed rate increase, the net income as percent of sales before tax would increase to 6.42% for 2026, which is a reasonable rate of return.

Valley Recycling applied for the current annual rate adjustment on September 22, 2025, and requested a January 1, 2026, start date. The Hearings Officer finds that PCCO 70.0801(3) requires applicants for an annual rate adjustment to submit the request 90 days prior to the effective date of the proposed rate change. Thus, the Hearings Officer finds the proposed effective date of January 1, 2026, satisfies PCCO 70.0801(3), and the rate increase should be effective January 1, 2026.

VI. RECOMMENDATION

Based on the findings in this report, the Hearings Officer concludes that the proposed rate increases are just, fair, reasonable, and sufficient to provide proper service to the public and a reasonable rate of return for the franchisee.

The Hearings Officer recommends that the Board of Commissioners APPROVE the proposed increase effective January 1, 2026.

Dallas, Oregon

November 6, 2025.

Leslie Howell

Leslie Howell
Polk County Hearings Officer