

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, March 20, 2019 at 9:00 a.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated March 21st; Three Manual Checks, March 14th, \$41,950.78 & \$65,000; March 15th, \$20,000; Four Payroll Payables: February 26th, \$164,893.92; March 5th, \$189,679.92; March 13th, \$167,784.70; HRA VEBA, March 13th, \$2,750
 - b. Minutes: February 20th; February 27th
 - c. Progressive Design-Build Consultant Agreement
- 5. Public Hearing** – Morrow County Code Enforcement Ordinance proposed changes - add Chronic Nuisance and Environmental Health Sections; clean-up of the Weeds Section and other minor changes
- 6. Legislative Updates**
 - a. Senate Bills 876 & 886, both related to Confined Animal Feeding Operations
- 7. Business Items**
 - a. Wheatridge Facilities Amended & Restated Strategic Investment Program Agreement
 - b. Request by Sheriff's Office to pursue grants to purchase K9 Unit (Sheriff Ken Matlack; Sr. Patrol Deputy Colleen Neubert)
 - c. Oregon Water Resources Department Update (Greg Silbernagel, Watermaster, District 5; Mike Ladd, Region Manager)
 - d. Review Full-Time Equivalent Asks (Carla McLane, Planning; Matt Scrivner, Public Works; Anita Pranger, The Loop)
 - e. Review Reclassification Requests (Karmen Carlson, Human Resources Director)
 - f. Compensation Board Recommendations for Elected Officials (Karmen Carlson)
 - g. Eastern Oregon Counties Association Dues Invoice (Darrell Green, Administrator)
 - h. Bartholomew Building Lower Level Remodel (Darrell Green)
 - i. Discussion – Request for Proposals, Irrigon Building Project Owner's Representative (Darrell Green)
- 8. Department Reports** (None Scheduled)
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Sign documents**
- 12. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets are also available the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lucher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Morrow County Board of Commissioners Meeting Minutes
February 20, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Kate Knop, Finance Director

Karmen Carlson, Human Resources Director

Justin Nelson, County Counsel

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:03 a.m.

City & Citizen Comments: None

Open Agenda: Chair Doherty thanked the Port for the use of the Port Commission Meeting Room for the Boardman BOC Meetings.

Consent Calendar

Commissioner Lindsay requested to remove the Surplus Vehicles Request.

Commissioner Russell moved to approve the following items in the Consent Calendar:

1. *Accounts Payable, February 21st, \$62,262.07. Payroll Payables: February 4th, \$187,846.53; February 12th, \$166,586.18; Employee Final, February 1st, \$1,491.93.*
2. *Minutes: January 16th*

Commissioner Lindsay seconded. Discussion: Commissioner Lindsay noted the item in the APs to the Heppner Chamber of Commerce was for the purchase of dinner tickets for veterans to attend the Town & Country Community Awards event, where veterans were being honored. It was the idea of Veterans Services Officer Linda Skendzel, said Commissioner Lindsay, and she is to be commended. Unanimous approval.

Request to Surplus Vehicles – Sheriff’s Office

Brian Snyder, Criminal Sergeant

Commissioner Lindsay commented that six vehicles in one request seemed like a high number.

Sgt. Snyder explained some of the vehicles have been stored at Station 2, and due to timing and scheduling, were not requested to surplus until now. In addition, he said some of those vehicles were still being used while the new vehicles were outfitted as Sheriff’s Office vehicles, which took longer than expected. Sgt. Snyder said the Public Health Department just asked for the 2011 Ford Expedition that was included in the request.

Commissioner Russell moved to authorize the Sheriff’s Office to take the listed vehicles to surplus in Salem, noting if the departments can come to an agreement on the Expedition, then it will be kept by the County. If not, it will be taken to surplus. Commissioner Lindsay seconded. Discussion: Administrator Darrell Green said the Expedition will be used by Public Health to

haul the medical trailer used by the Health Care Preparedness and Medical Reserve Corps Program, contingent upon mechanical inspection. Commissioner Lindsay requested a vehicle fleet list, including the Sheriff's Office, before further decisions are made. She said she's making uneducated decisions and wants to see what we have. Chair Doherty said Mr. Green and the Fleet TEAM are currently working on matters surrounding vehicle management. Vote: Unanimous approval.

Business Items

Compensation Update

Karmen Carlson, Human Resources Director

Ms. Carlson asked the Commissioners if they wanted any additional information when the recommendations of the Compensation Board are reviewed at the March 6th BOC meeting.

Commissioner Lindsay asked if the Finance Department was preparing a detailed analysis of the impact of Cost of Living Adjustments (COLAs). Ms. Carlson said Ronda Fox, Finance Management Assistant, was working on that.

Commissioner Lindsay then asked Finance Director Kate Knop if there was any other input the Board should have.

Ms. Knop said it would be helpful if the Board had the total compensation change as it pertained to the General Fund and other funds.

Commissioner Lindsay said she would like to see that analysis.

Mr. Green informed the Board of a vacancy on the Compensation Board and said a few names have been suggested but he did not know how soon the Commissioners wanted to appoint that position.

Commissioner Lindsay said information was brought in during the Compensation Board meeting that was not provided in the books. She said to make sure that's brought to the Commissioners.

Chair Doherty said it can be a difficult challenge as to what comes before the Commissioners, but nothing precludes someone from going to the Compensation Board meeting and presenting additional materials. He said it was an interesting thought but he didn't know the answer.

Second Reading and Adoption, Ordinance No. ORD-2019-2 – Columbia Mill Site Rezone

Carla McLane, Planning Department Director

Ms. McLane provided by Second Reading by title: "An Ordinance Amending the Morrow County Comprehensive Plan, Taking an Exception to Goals 3, 11 and 14, Changing the Comprehensive Plan Designation from Agricultural to Industrial, and Changing the Zoning Map from Resource Related Industrial to Port Industrial"

Commissioner Russell moved to approve Ordinance No. ORD-2019-2 as presented. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said the effective date of April 1st relied on the mill being closed down. She asked if that had been verified since it was important to the conversation. Ms. McLane said there had been no additional follow-up but she had not heard it wasn't happening. Commissioner Russell said the inventory of the raw product was almost gone. Commissioner Lindsay said she wanted to see confirmation. If it's not closed, it could come back because it's predicated on that date. County Counsel Justin Nelson said it was part of the decision, but it was not a separate condition. Ms. McLane said based on the testimony of a closure date in March, the motion was to make the Ordinance effective April 1st. No precedent condition was established, she said. Commissioner Lindsay said her vote was based on it being closed. Mr. Green suggested there be a follow-up with Don Rice; Commissioner Lindsay agreed. Chair Doherty said he was opposed to this zone change at the time, and that vote showed up in one of the "Whereas" sections, but he fully supported the notion of the Board that once the Board had spoken, then that's the position of the County. He said he would sign where needed, but voting yes today ultimately recognized his earlier vote against the zone change, correct? Ms. McLane said she agreed, and that his earlier vote at the close of the public hearing did not dictate how he had to vote today. Vote: Unanimous approval.

Draft Comment Letter – Preliminary Request for Amendment #4, Wheatridge Wind Energy Facility

Ms. McLane's draft letter to the Oregon Department of Energy pertains to Wheatridge's request to add solar components, associated battery storage, and increase the size of a previously approved substation. She stressed the County's Solid Waste Management Plan and Ordinance continue to be applicable, as outlined in the letter. Discussion ensued on several topics, including access to maps showing project location details, and the five active solar projects currently in the County. (Wheatridge Project information can be found online at: <https://www.oregon.gov/energy/facilities-safety/facilities/Facilities%20library/2018-11-30-WRW-AMD4-pRFA4.pdf>, pages 85-116)

Commissioner Lindsay said she recused herself from prior motions and decisions, however she had no interest in the amended section of the solar and wouldn't recuse herself, unless someone felt there was a reason to do so.

Commissioner Russell moved to approve the Planning Director's letter to Sarah Esterson with the Oregon Department of Energy concerning the preliminary Request for Amendment 4 for the Wheatridge Energy Facility. Commissioner Lindsay seconded. Chair Doherty said relative to the recusal, this involved an amendment to a Strategic Investment Program agreement, which was separate and he didn't have any challenge, but to protect the process and Commissioner Lindsay, can it be parsed out? Mr. Nelson said the letter referenced just the solar, the wind has already been approved. He added he did not see a connection so the letter didn't concern him much at all. Vote: Unanimous approval.

Olson Road Discussion

Mr. Green explained Vadata (Amazon) would like to use Olson Road to access the construction site of its new data center. He explained a meeting is scheduled for February 26th to negotiate the Road Use Agreement, and suggested he be on the committee, as well as Mr. Nelson, Public Works Director Matt Scrivner, and one Commissioner.

While each Commissioner expressed interest in being on the Committee, the discussion concluded when Commissioner Russell said he and Commissioner Lindsay would come to an agreement as to who should show up at the meeting, perhaps by tossing a coin.

Proposed Replacement of Homestead Canal Bridge in Partnership with Columbia Improvement District

Mr. Scrivner

Doug Ferguson, Ferguson Engineering

Mr. Scrivner explained Public Works was approached by Anderson Perry, working with Columbia Improvement District, about improvements to the Homestead Canal Bridge. CID is willing to assist with 33% of the project, but the work needs to start November 1st.

Chair Doherty asked if this has been before the Road Committee.

Mr. Scrivner said there was a conversation at the last Road Committee Meeting and it has been “on the radar to do something,” but emergency repairs to two other bridges on major collectors have been the focus of the office. He reviewed the Engineer’s Estimate:

- Total cost \$522,970
- Morrow County’s portion \$347,970
- CID’s portion \$175,000

The Board concurred with moving this forward.

Olson Road Discussion, continued

Commissioner Lindsay said she was not connected to this project in any way, and made the following motion:

Commissioner Lindsay moved to have the Olson Road Use Agreement negotiating team consist of Mr. Scrivner, Mr. Green, Mr. Nelson and herself, to meet with Vadata and work toward an agreement that will be brought back to the Board of Commissioners. Commissioner Russell seconded. Discussion: Commissioner Russell said he thought Commissioner Lindsay can do a good job, but the only connection he had to that area was he used to live near there and was familiar with the traffic pattern and the property owners. He said those things don’t necessarily make him a better representative on the committee than Commissioner Lindsay, especially if she feels passionately about it. Vote – Aye: Commissioner Lindsay, Commissioner Russell. Nay: Chair Doherty. Motion carried.

Correspondence

- Confirmation of two Resolutions passed by the City of Boardman as required by Morrow County Orders OR-2019-1 and OR-2019-2 – Transferring Jurisdiction Over a Portion of County Roads to Boardman (Columbia Avenue and Laurel Road).
- Portland State University Population Research Center, schedule of spring 2019 public meetings
- Energy Facility Siting Council Meeting Notice & Agenda, Friday, February 22nd in The Dalles

Commissioner Reports

- Commissioner Lindsay said she received an email from Commissioner Mark Owens that Harney County issued a letter in support of additional State funding for County fairs.
- Commissioner Russell reported on the Boardman Town Hall Meeting held by Representative Greg Walden. Commissioner Russell also thanked County staff for issuing the County address to Vadata without compromising the Road Use Agreement process.

Signing of documents

Adjourned: 10:30 a.m.

Morrow County Board of Commissioners Meeting Minutes
February 27, 2019
Bartholomew Building
Heppner, Oregon

Present

Chair Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell
Darrell Green, Administrator
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:01 a.m.

City & Citizen Comments: Commissioner Russell stated his appreciation for the hard work done by the employees of the Road Department throughout these multiple snow events; Chair Doherty and Commissioner Lindsay both voiced their agreement.

Open Agenda: No items

Consent Calendar

Commissioner Russell moved to approve the following items in the Consent Calendar:

- 1. Accounts Payable, February 28th, \$351,584.80; Two Payroll Payables, February 14th, HRA VEBA, \$2,875 and Employee Final, \$87.68*
 - 2. Minutes: January 23rd*
 - 3. Oregon Department of Agriculture, Wolf Depredation Compensation & Financial Assistance County Grant Program 2019 Application, and authorize Chair Doherty to sign on behalf of the County*
 - 4. Letter in support of Senate Bill 445 pertaining to the Oregon Invasive Species Council*
- Commissioner Lindsay seconded. Unanimous approval.*

Business Items

Grant Applications: Special Transportation Fund & Section 5310 – Enhanced Mobility of Seniors & Individuals with Disabilities

Anita Pranger, Coordinator, The Loop

Ms. Pranger said in the past, these two grants have been the primary source of operating funds for The Loop. Brief discussion.

Commissioner Russell moved to approve the Special Transportation Fund Biennial Grant Application, July 1, 2019 through June 30, 2021 in the amount of \$135,400; and the Section 5310 Biennial Grant Application, July 1, 2019 through June 30, 2021 in the amount of \$136,345, and authorize Chair Doherty to electronically sign both grant applications on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Budget Transfer Resolution Numbers R-2019-5 and R-2019-6

Kate Knop, Finance Director

Ms. Knop explained R-2019-5 would increase budget appropriations in the General Fund in the amount of \$650,200; Echo Winds Fund in the amount of \$59,241, and Community Corrections Fund in the amount of \$6,976. Discussion.

Commissioner Russell moved to approve Resolution No. R-2019-5 - In the Matter of Appropriations for Fiscal Year beginning July 1, 2018. Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2019-6 would move budget appropriations within the General Fund, Public Works General Maintenance from Materials & Service to Capital Outlay in the amount of \$44,104, according to Ms. Knop, and also included another transfer within the General Fund, Health Department from Materials & Services to Capital Outlay in the amount of \$30,000. Discussion.

Commissioner Lindsay moved to approve Resolution No. R-2019-6 - In the Matter of Transferring Appropriations within the Morrow County General Fund, Pursuant to ORS 294.463(1). Commissioner Russell seconded. Unanimous approval.

Process to Change Utility Permit Approval Authority

Darrell Green, Administrator

Mr. Green reviewed the history in recent years where permit approval authority moved from the Board of Commissioners to the Public Works Director. More recently, the Commissioners discussed pulling back some of the approval authority to the Board. Mr. Green asked for specific guidelines as to when the Board wanted to approve permit applications. After discussion, the Commissioners liked the idea of reviewing applications under two conditions: those that involve 200 feet, or more; and those that are of concern, for any reason, to the Public Works Director or Road Master. The Board also asked County Counsel to determine what options are available to them, particularly concerning the ability to deny an application as there is concern the County could run out of space in its right-of-way. By consensus, the Board directed Mr. Green and Mr. Nelson to meet with Public Works Director Matt Scrivner to obtain his opinion on a reasonable distance, and to prepare an Ordinance for adoption in the near future.

Road Use Agreement (Olson Road, Wilson Lane, Laurel Lane)

Mr. Green said he, Commissioner Lindsay, Mr. Nelson and Mr. Scrivner met yesterday with representatives from Vadata (Amazon) to discuss the Road Use Agreement. He explained the agreement presented today closely resembled the agreement originally sent to Vadata. Vadata reps removed almost every one of their objections, he said. This agreement is now as good as, or better than, the original agreement, said Mr. Green.

Mr. Nelson said Vadata's corporate counsel from Seattle was at the table and able to approve changes, which allowed for much better communication. He said it was Vadata's complete lack

of communication earlier that led to the issues with the original draft of the Road Use Agreement. At yesterday's meeting, everyone acknowledged the need to work together, and the need for communication, he said.

Commissioner Lindsay said another important conversation involved Morrow County taking over discussions regarding easements and road right-of-ways in order to have better "control over what that looks like. Additional discussions.

Commissioner Russell moved to approve the Morrow County Road Use Agreement with Vadata, Inc., as presented; as part of its PDX90 construction project located on property described as Tax Lot 411 of Assessor's Map 4N 25E 09; for use on a number of County roads for hauling operations and other construction traffic, specifically Olson Road (portion north of Wilson Lane and south of Interstate 84), Wilson Lane (portion east of the City of Boardman to the intersection with Laurel Road) and Laurel Road (entire length from Wilson Lane to intersection with Interstate 84). Commissioner Lindsay seconded. Unanimous approval.

Progressive Design-Build process for north County building

Mr. Green recommended engaging Thaxton Parkinson, PLLC to assist with the new building project in Irrigon. He cited the following reasons:

- To establish project goals
- To develop a Request for Qualifications or a Request for Proposals
- To assist with hiring an Owner's Representative
- To draft and negotiate a contract with the Design-Builder

Commissioner Russell commented he was ready to move forward and hire Robynne Parkinson to get the project started.

Commissioner Russell moved to hire Thaxton Parkinson, PLLC for the scope of work outlined as Owner Preparation/Establish Project Goals, Development of RFP/RFQ; Facilitation of the Selection Process, Training, and Post Award Assistance. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said prior to spending money for this, the Commissioners needed a conversation as to their combined vision for the project because she was not sure there was one. Chair Doherty and Commissioner Russell stated they believed the size and budget range had been established in earlier meetings. Commissioner Lindsay disagreed and asked that 12,500 square feet and under \$8,000,000 be clearly stated and then she would "jump on board." Commissioner Russell said the number needs to be sufficient to build the quality building we want and if that's \$6,000,000-8,000,000...but the \$6,000,000 range is where he thought it would land, but he didn't know that for sure. Vote: unanimous approval.

Department Reports

Road Department Monthly Report

Eric Imes, Assistant Road Master

Mr. Imes reviewed the Road Report for February. After a brief discussion, Chair Doherty requested the mandated list of road priorities for snow removal be posted to the website.

Commissioner Reports

- Upcoming meeting schedules were discussed. A brief discussion took place on Friday's Public Hearing in The Dalles on the Carbon Cap & Trade bill.

Signing of documents

Break: 10:42 a.m.-10:53 a.m.

10:53 a.m. Executive Session: Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

12:25 p.m. Closed Executive Session: No decisions

Adjourned: 12:25 p.m.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On March 13th, 2019 I presented the Engagement Letter and Consulting Agreement from Thaxton Parkinson pllc. I forgot to have County Counsel review the agreement prior to the Board of Commissioners meeting. I was asked to review section 3, paragraph 2 about confidentiality with Robynne Parkinson. After reviewing this section with County Counsel and Robynne Parkinson, we have a joint understanding about what we can and cannot keep confidential.

2. FISCAL IMPACT:

\$325/hour- An estimated \$62,562.50 based on the submitted budget by Robynne Parkinson.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to have Chair Doherty sign the Consulting Agreement was made pending the update concerning confidentiality.

Attach additional background documentation as needed.

Roberta Lutcher

From: Darrell Green
Sent: Friday, March 15, 2019 3:51 PM
To: Roberta Lutcher
Subject: FW: Confidentiality

To add to the consultant agreement, reviewed and approved by County Counsel.

From: Justin Nelson <jnelson@co.morrow.or.us>
Sent: Thursday, March 14, 2019 10:35 AM
To: Darrell Green <dgreen@co.morrow.or.us>
Cc: Richard Tovey <rtovey@co.morrow.or.us>
Subject: RE: Confidentiality

That looks fine to me- so long as she does not have a problem with us releasing information she may send. In the end, we have to rely upon the public meetings law and the public records law.

-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Darrell Green
Sent: Thursday, March 14, 2019 8:16 AM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Richard Tovey <rtovey@co.morrow.or.us>
Subject: FW: Confidentiality

Hello Justin,

Here is Robynne's response. This lines up with what we discussed yesterday. Once I have your feedback, I will place this on the consent calendar for signature. Hope you have a successful day in court today!

Thank you,
Darrell

From: Robynne Thaxton (Parkinson) <rparkinson@rtp-law.com>
Sent: Thursday, March 14, 2019 8:01 AM

To: Darrell Green <dgreen@co.morrow.or.us>

Subject: RE: Confidentiality

Darrell,

I'm sorry that I wasn't able to respond substantively yesterday. I was teaching a class all day. The paragraph on confidentiality is simply boilerplate language to inform you that it is a good idea to keep communications from me confidential to the extent that is allowable under public records requirements because any communication about the procurement before it is final could affect the procurement. In addition, the paragraph gives you a heads up that I communicate via email and other electronic means that ultimately may not be confidential because these forms of communication can be hacked. Some clients want all communications to be encrypted, and this paragraph provides the client with the opportunity to require me to send those communications in an encrypted way. The County can do whatever it wants with the information. In fact, the last sentence of the paragraph provides a warning that the communication may not be protected because of public records requirements.

There is no requirement from me that the communications be kept confidential. It's just a best practice to maintain the confidentiality of the process until the County selects the highest scored proposer.

ROBYNNE THAXTON (PARKINSON)
THAXTON PARKINSON PLLC
(206)909-5290

From: Darrell Green <dgreen@co.morrow.or.us>

Sent: Wednesday, March 13, 2019 4:23 PM

To: Robynne Thaxton (Parkinson) <rparkinson@rtp-law.com>

Subject: Confidentiality

Hello Robynne,

A concern came up today about the confidentiality statements made in section 3, page 2, paragraph 2. The majority of what we do will be in a public meeting and public records can be requested which could include most forms of communication.

Can we set up a phone call to discuss?

Thank you,

Darrell J. Green
Morrow County Administrator
(541) 676-2529
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: dgreen@co.morrow.or.us



March 8, 2019

Darrell Green
Morrow County Administrator
P.O. Box 788
110 N. Court St.
Heppner, OR 97836

Re: Engagement Letter and Consulting Agreement

Dear Darrell:

Thank you for engaging Thaxton Parkinson PLLC to assist Morrow County (“the County”) in developing its design-build project. The purpose of this letter and consulting agreement is to confirm the terms and understandings with respect to the consulting provided by Thaxton Parkinson, PLLC (the “Firm”) for the County. Please carefully review this letter and sign and return a copy of this letter. Signature by an authorized representative of the County will confirm the County’s agreement to the terms set forth in this letter.

1. Scope of Engagement.

The scope of services is to be determined but is likely to include consultation and training with the County regarding the design-build delivery method, drafting the Request for Qualifications, the Request for Proposals, and the Contract Documents, and other tasks as requested by the County.

The County will provide the Firm with such factual information and documents as required to perform the described services, will make decisions and determinations as are necessary or appropriate to facilitate the Firm rendering such services, will be available to assist in the progress of the representation, and will remit payment of invoices in accordance with the terms set forth below. The County may, from time to time, wish the Firm to perform additional or other services not included within the scope of services described in this paragraph. If the County requests additional services, the Firm will need to determine that there are no conflicts presented by that additional representation and may need to enter into a separate engagement letter with the County. If the Firm undertakes representation of the County for additional or other services and do not ask the County to enter into a new engagement letter, then this agreement will apply to those services.

2. Limitation on Scope of Engagement.

I am not a licensed attorney in Oregon, and my services will be limited to consulting only. I will consult with the County’s Attorney regarding Oregon law.

3. Progress and Reporting.

The Firm will report regularly on the status of matters and on significant developments as they occur. It is also the Firm’s practice to provide copies to clients of all significant

documents, and to inform clients of all significant communications in the matter. The Firm asks that you remain in close contact with the Firm and that the County be available to consult as developments occur and to instruct and give the Firm authority as necessary. If the County has any questions or concerns about the matter, the Firm asks that the County raise them immediately so that they can be addressed and resolved promptly and effectively.

The Firm's communications to the County should remain confidential; therefore, the Firm asks that you keep them in a separate file and disclose them within your office on a need to know basis only. The Firm communicates from time to time with clients using facsimile machines, cellular telephones, text messaging and email. As you are no doubt aware, these forms of communication are not completely secure against unauthorized access. Although the Firm makes every effort to maintain the confidentiality of our communications to the County, these forms of communication do not ensure the confidentiality of their contents and there is, therefore, some risk of disclosure and loss of attorney-client privilege in using these forms of communication. If the County objects to the use of any one or more of these forms of communication, please let me know immediately and the Firm will attempt to honor that request. Although it is a good practice to keep the communications confidential because of the nature of competitive procurement, the County should be aware that whether the communications are protected in court as confidential is a matter of Oregon law, and the County should consult with its attorney regarding the nature of the confidentiality of the communications. It is possible that such communications will ultimately be discoverable in a public records request.

4. Staffing.

I will be the person responsible for this matter. Where it is to your advantage to do so, the Firm may utilize the services of lawyers, analysts, and consultants outside the Firm. The Firm will make work assignments in a way that maximizes legal effectiveness and time efficiency, and minimizes your legal expenses. The Firm's goal is to provide to you cost effective, high quality legal services. No person will be hired to perform work for the County without the County's written consent.

5. Basis for Fees and Costs.

At present the Firm's hourly rate is \$325. The Firm will obtain approval from the County before hiring any outside personnel and will obtain prior approval of their hourly rates. If the parties establish a not to exceed amount for services, the Firm agrees not to charge more than the established not to exceed amount for this matter without the County's prior written permission. Any not to exceed amount will be based on an estimate and the activities described in the estimate. Notwithstanding any not to exceed amount established under this engagement or the costs set forth in an estimate, the County understands that any not to exceed amount is an estimate only, and the individual line items are not guaranteed. Because of the nature of the services, it is extremely difficult to determine exact costs. Therefore, any not to exceed amount established pursuant to this engagement letter will not guarantee that all services set forth in the estimate or requested by the County can be performed within this amount; however, the Firm will inform the County of any situation that might cause the costs to increase, and the Firm will inform the County when the costs actually do increase. At that point, the Firm will endeavor to provide a new estimate of costs and work with the County on the scope of the work. Please let me know if you would like a proposed budget for services.

The majority of my work can be performed over the phone and through email; however, there are likely to be occasions where an in person meeting is more efficient or required. The Firm charges for travel related to the engagement at the same hourly rate as set forth above for the time spent in transit back and forth to the location of the services, provided that the services are outside of 25 miles from the office. I make every effort to be efficient with travel, and I only charge for that time that I am not able to work on other projects, such as driving, etc. In addition to the actual travel expenses incurred such as mileage, hotel, meals, and other travel costs. Reimbursement for travel expenses will be consistent with the Morrow County travel policy, if any.

6. Billing Procedures.

The Firm reviews its billing rates and fixed fees from time to time, generally as of January 1st of each year. Any rate adjustments will be reflected in the invoice. Although the Firm reviews the billing rates, if the Firm is performing a scope of work for which they have provided an estimate, the Firm will not increase the hourly rate contained in that estimate for the duration of that scope of work. It is the Firm's policy to serve clients with the most effective support system available, while at the same time allocating costs of such systems to the clients who use them. Therefore, in addition to fees for legal services, the Firm also charges for courier and other communication costs, extensive photocopy duplication, and other out-of-pocket costs incurred on your behalf.

Statements will be rendered to the County on a monthly basis. However, in the Firm's discretion or upon the County's request, the Firm will prepare periodic informational statements setting forth the approximate level of fees incurred to date in substantial transactions, subject to adjustment as appropriate at the conclusion of the transaction. The Firm tries to include disbursements in the statement for the month in which the disbursements are incurred. However, some of the disbursements, such as courier charges and charges for additional personnel, are not available until the following months, in which case a supplemental statement will be rendered to the County for these additional charges. Statements are due and payable on receipt, but in any event no later than thirty (30) days after they are rendered to the County.

7. Record Retention.

At the conclusion of the representation, the Firm will return to the County any related valuable property entrusted to the Firm, the Firm will dispose of any and all superfluous documents consistent with maintaining the confidentiality of the contents of those documents, and the Firm will store the entire balance of the file, at the Firm's expense, for at least six (6) years. After the six (6) year retention period, unless the County makes other arrangements and picks up the file, the file will be disposed of in the regular course of business, at the Firm's expense, consistent with maintaining the confidentiality of its contents.

Mr. Darrell Green
Morrow County
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I look forward to working with the County and thank you for looking to the Firm to assist you. If you have any questions concerning the contents of this letter, or any matter relating to our legal representation, please do not hesitate to call me.

Regards,

Thaxton Parkinson, PLLC

Robynne Thaxton Parkinson

The County agrees to the terms and conditions set forth in this Engagement Letter and Consulting Agreement.

Morrow County

[signature]

[printed name]

[title]

[date]

March 6, 2019

Via Email dgreen@co.morrow.or.us
Darrell Green
Morrow County Administrator
PO Box 788
110 N. Court St.
Heppner, OR 97836

RE: Scope of Services for Design-Build Project
With Estimated Budget

Dear Darrell,

You requested that I provide to you an estimated budget with the proposed scope of work to assist Morrow County as a design-build consultant for the County's new administration building.

1. Initial Meeting/ Establish Project Goals and Evaluation Criteria

It is helpful to have an initial in person meeting with the Owner project team and the Owner's consultant to establish Project Goals and the general outline for the procurement. These Project Goals establish the basis for the RFQ and RFP. The procurement discussion provides the basis for the evaluation criteria and scoring as well as the contract requirements. The goals of this meeting are:

- a. Establish Project Goals
- b. Discuss potential evaluation criteria and relative weights to include in RFQ and RFP
- c. Discuss contract types
- d. Discuss project risks and begin development of the risk register.

The estimated costs are as follows:

Task	Hours	Cost
Preparation	2	650
Travel*	9	3,000
Meeting	6	1,950
Total		\$5,600.00

*Google Maps estimates that the time is 4.5 hours. This estimated cost would also include airfare and car rental if I decide to fly. Travel costs assume that I can travel up and back the same day and do not include overnight accommodation.

2. Development of RFQ, RFP and Contract.

The tasks below include an initial draft of the RFQ, RFP, and Contract and a series of meetings to discuss, review, and finalize before publishing.

Task	Hours	Cost
Draft RFQ	20	6,500
Draft RFP	20	6,500
Draft and Negotiate Contract	30	9,750
Meetings (over the phone)	25	8,125
Total		\$30,875.00

3. Facilitation of the Selection Process

Most clients hire me to help facilitate the one on one meetings with the finalists as well as the short list evaluation and the final evaluation process. Depending on the Owner's Representative selected by the County, I may recommend that the Owner's Representative facilitate the one on one meetings. With respect to the evaluation committee meetings, the Owner's Representative is often one of the evaluators. I recommend that a non-evaluator facilitate this meeting. I usually do this in person, but I have also done this over the phone. If done in person, the cost increases approximately \$3,000 per trip, assuming that I can get there and back in a day. The following budget assumes that I am not facilitating the one on one meeting and that I am facilitating the evaluation meetings over the phone.

Task	Hours	Cost
Review Statements of Qualifications	1 hour each, assume 5	1,625
SOQ Evaluation Meeting (assumes 5 SOQs)	4	1,300
Draft Evaluation Summary	2	650
Review Proposals	1.5 hours each, assume 3	1,462.50
Proposal Evaluation Meeting	4	1,300
Draft Evaluation Summary	2	650
Total		\$6,987.50

4. Training

The training budgeted below is part of the kick off meeting for the Project once the Design-Builder is selected. We review the contract and the deliverables expected of each party. I can do this training over the phone and/or Skype. The following estimate assumes that it will be done remotely.

Task	Hours	Cost
Preparation	2	650
Training/Kick Off Meeting	6	1,950
Total		\$2,600.00

5. Post Award Assistance

Aside from assisting with negotiating the contract with the selected design-builder, I usually do not have much involvement in what happens after award. However, I am available to my clients for questions and issues on an hourly basis, and I usually include some time in the budget to account for that situation.

Task	Hours	Cost
Post Award Assistance	20	6,500

Summary

The following is a summary of the overall budget. As explained in the engagement letter, this is an estimate only. I work hard to keep within the budgets that I have provided to my clients, but with these types of matters, there are often unexpected situations and/or additional meetings that arise that increase the costs. I will let you know when this situation occurs and provide a revised estimate. In addition, although the explanation of the various items above have individual estimates, those are inexact and are intended to provide a general idea of the amount of time. For example, I consider myself to be within the budget if I go slightly over on the time for developing the RFQ as long as I am under by a similar amount on developing the RFP. I have also included a contingency in the budget summary in an attempt to account for unknowns. Please note that I do not charge the full amount that is budgeted. I charge by the 10th of the hour, and the County is only charged for the time that I actually bill.

Task	Cost
Initial Meeting	5,600
RFQ, RFP, and Contract	30,875
Facilitate Selection	6,987.50
Training	2,600
Post Award Assistance	6,500
Contingency	10,000
	\$62,562.50

I am looking forward to working with the County on this project. Please let me know if you have any questions.

Regards,
Thaxton Parkinson, PLLC



Robynne Thaxton Parkinson



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 03-20-2019

Short Title of Agenda Item: Code Enforcement Ordinance
Public Hearing #1
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time: 30 minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 03182019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Attached is the final DRAFT version of the Code Enforcement Ordinance which includes the following changes: addition of Chronic Nuisances section, addition of Environmental Health section, changing County Court to Board of Commissioners, requested changes to the Weed lists, and other minor changes throughout based on experience using the Ordinance.

The first Public Hearing is scheduled for this Wednesday, March 20, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon, meeting the north end public hearing requirement. The second Public Hearing is scheduled for Wednesday, April 3, 2019, to be held at the Bartholomew Building in Heppner, meeting the south end public hearing requirement. Notice of the hearings has and will be published in both the East Oregonian and the Heppner Gazette. The draft Code Enforcement Ordinance has been posted to the County web site. And distribution of the draft Code Enforcement Ordinance has been accomplished to over 35 individuals that would have an interest in the proposed changes. Outreach efforts will continue.

Comment is already being received and more is anticipated. It is the intent of the Planning Department staff to track those changes and provide them to the Board prior the public hearing on April 3.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.

The Code Enforcement Ordinance

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Section 1. Purpose and Policy

Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

Section 2. Definitions

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate ~~and prosecute~~ enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, ~~Morrow County~~ Code Enforcement Officer, Public Health ~~Official, Administrator, or Director~~ Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector ~~Control Supervisor~~, and ~~the Morrow County~~ Planning Official ~~Director~~.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a ~~County Court Board of Commissioners~~ order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Infestation means to be overrun to an unwanted degree or in a troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include "bone yard" as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self propelled or designed for self propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the ~~County Court Board of Commissioners~~ to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control Charge of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County ~~Court~~ Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use is in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 1442 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by ~~County Court~~ Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

Section 3. Jurisdiction

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

Section 4. Motor Vehicles

4.100 Abandoned Vehicles

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
 - 1. Photograph the vehicle.
 - 2. Verify that the person is in lawful possession of the vehicle.
 - 3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
 - a. The name and address of the person requesting the disposal;
 - b. The vehicle identification number;
 - c. The appraised value of the vehicle;
 - e. The name and address of the authority disposing of the vehicle.
 - 4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

4.300 Motor Vehicle Impound

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

4.400 Towing and Storage Liens

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County ~~Court~~ Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

Section 5. Nuisances

5.100 Nuisances

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 1240.

5.200 General Nuisance

- A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:
1. junk may be accumulated if authorized by permit or business license.
 2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
 3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
 4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
 5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.
- B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 119 of this Code.
- C. No person may cause to exist vegetation that:
1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
 - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
 - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
 2. is a hazard to the public or property on or near the property where the vegetation is located;
 3. impedes access to or use of any public facility;
 4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;
 5. has roots that have entered a sewer or water line, main or system, and

- that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;
6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.
- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
 - E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
 - F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
 1. it is fenced or securely covered; or
 2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
 - G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
 - H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
 - I. Unlawful Posting of placards.
 1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
 2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.

5.300 A general nuisance may be abated as provided in Section 1140.

Section 6. Housing as a Public Nuisance

6.100 Authority

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

6.200 Purpose and Policy

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

6.300 Nuisance Housing Property as a Public Nuisance

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

~~6.350~~ A. Dangerous Buildings.

- A** 1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- ~~B~~ 2. Whenever a structure has become chronically derelict;
- ~~E~~ 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- ~~D~~ 4. When deemed dangerous by the Building Official or local Fire Marshall.

~~6.360 Under the authority provided in Oregon Statute, the County may prohibit the use or occupancy of any property used for the purposes of prostitution, gambling or illegal use of controlled substances.~~

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered uninhabitable if it substantially lacks any one of the first 7 or a combination of:

- A. As applied to landlord responsibilities:
 - 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
 - 2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
 - 3. A water supply approved under applicable law, which is:
 - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
 - b. Furnished with appropriate fixtures;
 - c. Connected to a sewage disposal system approved under applicable law; and
 - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
 - 4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
 - 5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
 - 6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
 - 7. Safety from fire hazards as required by the Oregon Fire Code.
- B. As applied to tenant duties:

18. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.
29. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
340. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 1140 Enforcement Procedures in this Ordinance with the following changes:

- A. Discovery.
A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.
- B. Investigation and Confirmation.
An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.
- C. Actions.
 1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 1140.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
 2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 1140 of this Ordinance. Penalties and Costs will be assessed according to Section 1342 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
 3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

6.600 Inspection and Right of Entry

A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

B. Grounds for Issuance of Inspection Warrants; Affidavit.

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

C. Procedure for Issuance of Inspection Warrant.

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection

or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County ~~Court~~Board of Commissioners, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The ~~County Court~~Board of Commissioners shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled ~~County Court Board of Commissioners~~ hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The ~~County Court Board of Commissioners~~ shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the ~~County Court~~Board of Commissioners and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section.

Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner ~~County Court~~. The Code Enforcement Officer shall take immediate action in accordance with the decision of the ~~County Court~~ Board of Commissioners.

Section 7. Chronic Nuisances

7.100 Definitions

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within 200 feet of which any Person Associated With the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

7.200 Nuisance Activities

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, Contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

7.300 Violation

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

7.400 Procedures

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 200 feet of a

Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.

B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 200 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.

C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.

D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement of the Nuisance Activities within sixty (60) days; or, if no agreement concerning

abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
 - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
 - 2. The financial condition of the Person in Control;
 - 3. Repeated or continuous nature of the problem;
 - 4. The magnitude or gravity of the problem;
 - 5. The cooperation of the Person in Control with the County;
 - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
 - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an

order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

Section 87. Noise as a Public Nuisance

87.100 Prohibited Acts

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property.
- B. Noise made between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM, and is one of the following:
 - 1. Constant for at least five (5) minutes; or
 - 2. Repeated at least three (3) times during a thirty (30) minute time period.
- C. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- D. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

87.200 Exceptions

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds .
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

87.300 Penalties

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 1542 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

Section 98. Dogs as a Public Nuisance and Animal Neglect

98.100 Establishment of a Dog Control District

Morrow County is hereby declared a Dog Control District. The Morrow County ~~Court~~ Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

98.200 Dogs as a Nuisance

A. — A dog is a public nuisance if it:

- 1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 2. Damages or destroys property of persons other than the keeper of the dog;
- 3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 4. Trespasses on public or private property of persons other than the keeper of the dog;
- 5. Disturbs any person by frequent or prolonged noises;
- 6. Is a female in heat and running at large; or
- 7. Any dog running at large; or
- 8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

98.300 Owner Responsibility

- A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.
- B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.
- C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

98.400 Dogs and Livestock

- A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.
- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

98.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. Unless the ~~dog control board or~~ county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, ~~a dog control board or~~ the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this subsection, "reasonable restrictions" may include, but

- is not limited to, sterilization.
- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the ~~dog control board or~~ county governing body on or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.
 - F. The ~~dog control board or~~ county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
 - G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the ~~dog control board or~~ county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the ~~dog control board or~~ county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the ~~dog control board or~~ county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
 - H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
 - I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
 - J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the ~~dog control board or~~ county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
 - K. ~~A dog control board or~~The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
 - L. The county governing body may euthanize the dog if not claimed within 30 days.

98.600 Animal Abuse, Neglect and Abandonment

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

98.700 Nuisance Dog Penalties

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 89.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.

Section 10. Environmental Health

10.100 Purpose

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

10.200 Adoption

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
 2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
 3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
 4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
 5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
 - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
 - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
 - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;
- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

Section 119. Weed Control

119.100 Establishment of a Weed Control District

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed ~~Supervisor shall be the weed inspector and~~ **Coordinator/Inspector** will provide ~~for~~ administration and enforcement of a weed control program as outlined in Oregon Statute.

119.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
 - 1. Is recognized by the ~~County Court Board of Commissioners~~ as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
 - 2. Has the potential for widespread infestation.
 - 3. Is not native to the State of Oregon
- B. The weed **Coordinator/Inspector** shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

119.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

119.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.

- A. The weed **Coordinator/Inspector** shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed **Coordinator/Inspector** or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed **Coordinator/Inspector** or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
 - a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or

occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the **Board of Commissioners county court**.

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

119.500 Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed **Coordinator/Inspector control officer** shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed **Coordinator/Inspector** shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed **Coordinator/Inspector** shall at once notify the **Board of Commissioners County Court**, who will take enforcement steps.
1. The county shall authorize the weed **Coordinator/Inspector** to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 2. If the weeds are too far advanced for local control procedures the inspector shall notify the **Board of Commissioners County Court** which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

119.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the **Board of Commissioners county court** shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

Section 1240. Enforcement Procedures

1240.100 Enforcement Actions

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

1240.200 Investigation Authority; Entry on Premises.

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section ~~1543~~ of this Ordinance, or a consent agreement under Section ~~1240~~.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

1240.300 Enforcement by voluntary compliance; warning notice

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.
- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the

- date, time, place and manner of giving notice.
- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
 - G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
 - H. Warning notice
 - 1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
 - 2. Give personal notice; or
 - 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
 - 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
 - 5. The notice to abate shall contain the following contents;
 - a. Statement that the notice is a "notice to abate a violation."
 - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
 - c. The date the notice was issued;
 - d. A brief description of the violation alleged to exist;
 - e. A description of the real property, by street address or otherwise, on which the violation exists;
 - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
 - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
 - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
 - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
 - (2) Other civil actions in court; or
 - (3) Abatement by the County.
 - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

1240.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.
- B. If the enforcement officer determines that enforcement of a violation by means of

a citation is warranted, the enforcement officer may issue a citation under this Ordinance.

- C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13-44 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.
- D. Sequence of Procedures.
 - 1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
 - 2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
 - 3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
 - 4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
 - 5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten(10) days prior to the scheduled date of the hearing.

If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.

- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
- F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
- G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
- H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
- I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.
- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party

may initiate a violation proceeding pursuant to ORS 153.058 or other law.

~~1240~~.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

~~1240~~.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
 - 1. The responsible party must plead guilty to the violation;
 - 2. The responsible party shall abate the violation as provided by the agreement;
 - 3. The responsible party shall cooperate with the Enforcement Officer;
 - 4. The County may, but is not required to, bear some or all of the costs of abatement
 - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
 - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

~~1240~~.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.

B. Order of Abatement

1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
 - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court; or
 - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

~~1240.800~~ Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14-42(Penalties and Costs).

Section 1344. Hearings

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners ~~County Court~~. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
 - a. the citation, or abatement was proper, the Justice of the Peace
 - 1. Shall enter a written order supporting the citation or abatement; and
 - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
 - 3. May find that the owner or responsible person is liable for the costs of the hearing.
 - b. the citation or abatement was improper, the Justice of the Peace shall:
 - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
 - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

Section 1442. Penalties and Costs

1442.100 Civil Penalties

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

1442.200 Costs Recoverable

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
 1. Any fees charged the County for service on responsible party(s);
 2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
 3. Postage;
 4. Photocopying;
 5. Publication charges;
 6. Sampling and monitoring expenses;
 7. Film and development costs; and
 8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

1442.300 Code Enforcement Cleanup Fund

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended

from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The ~~County Court~~ Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set fourth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 1442.300, Code Enforcement Cleanup Fund, and 1442.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
 - 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
 - 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
 - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
 - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
 - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
 - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

1442.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners ~~County Court~~ shall cause to be filed with the County Clerk an itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that

purpose. The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

Section 1543. Stop Work or Stop Use Order

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

1543.100 Grounds for Issuance.

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

1543.200 Contents.

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

1543.300 Service

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

1543.400 Priority

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

1543.500 Violation of Order

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall

promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

1543.600 Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.

Section 1614. General Provisions

1614.100 Appeal

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

1614.200 Remedies

The remedies provided herein shall be in addition to any other remedies provided by law.

1614.300 Records

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

1614.400 Severability Clause

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

1614.500 Amendment Procedure

Morrow County ~~Court Board of Commissioners~~ shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the ~~County Court Board of Commissioners~~ shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed
Yellow Starthistle
Tansy Ragwort
Dalmatian & Yellow Toadflax
Mediterranean Sage
Leafy Spurge
Spikeweed
Musk Thistle
Scotch Thistle
Purple Loosestrife
Common Crupina
White Top
Hounds Tongue
Plumeless Thistle
Flowering Rush
Yellow Flag Iris

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock
Canada Thistle
Jointed Goatgrass
St. Johnswort
Perennial Sowthistle
Field Bindweed
Cereal Rye
Wild Oats
Johnsongrass
Knapweeds-Russian, Diffuse, Spotted
Field Dodder (Tar Weed)
Water Hemlock
Medusahead Rye
Puncturevine
Kochia
Perennial Pepperweed
Myrtle Spurge

Legislative Updates

HB, SB or LC #: Senate Bills 876 and 886; both relating to CAFOs

Summary of Bill or LC:

SB 876:

Requires Department of Environmental Quality or State Department of Agriculture approval as prerequisite to construction, installation, operation or maintenance of large confined animal feeding operation or large concentrated animal feeding operation.

Requires State Department of Agriculture confirmation of adequate water supply availability and issuance of necessary federal, state and local licenses and permits prior to issuance of final approval of feeding operation by department or Department of Environmental Quality. Limits fees for approvals. Requires that permit for large confined animal feeding operation or large concentrated feeding operation located in ground water management area and applying animal waste to land be issued as individual permit. Authorizes Department of Environmental Quality and State Department of Agriculture to adopt rules making insurance policy or alternative security prerequisite to permit for operating or conducting large confined animal feeding operation or large concentrated animal feeding operation. Authorizes Department of Environmental Quality and State Department of Agriculture to undertake cleanup and repurposing of vacated large confined animal feeding operation or large concentrated animal feeding operation. Allows action to recover costs that Department of Environmental Quality or State Department of Agriculture incurs due to reckless, malicious, bad faith or illegal conduct encountered during investigation or proceeding concerning large confined animal feeding operation or concentrated animal feeding operation violation of certain laws, rules or permit terms and conditions. Specifies that permit requirement for activities increasing effluent in manner not already lawfully authorized applies for large concentrated animal feeding operations.

SB 886:

Imposes limits on exempt use of water at confined animal feeding operations and concentrated animal feeding operations.

Takes effect on 91st day following adjournment sine die.

Parties involved:

1,000 Friends, Farm Bureau, Industry

Impact to Morrow County:

Passed – Could limit if not eliminate any new dairy development

Not passed – Maintain the status quo

Recommendation to Commissioners:

Provide guidance to staff if these measures should be supported, watched, or opposed. Staff are concerned of the potential negative impacts to future development of dairy operations should these measures pass.

Staff:
Beth Patrino, LPRO Analyst
Remy Waits, Committee Assistant



Members:
Sen. Michael Dembrow, Chair
Sen. Alan Olsen, Vice-Chair
Sen. Cliff Beitz
Sen. Floyd Prozanski
Sen. Amie Roblan

SENATE COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

Oregon State Capitol
900 Court Street NE, Room 347, Salem, Oregon 97301
Phone: 503-986-1751
Email: senr.exhibits@oregonlegislature.gov

AGENDA

Posted: MAR 11 02:23 PM

THURSDAY

Date: March 21, 2019
Time: 1:00 P.M.
Room: HR C

Public Hearing

SB 103

Classifies dairies exceeding specified size as industrial facilities for purposes of right to farm laws, air pollution laws and land use laws.

SB 104

Classifies dairies exceeding specified size as industrial facilities for purposes of right to farm laws, air pollution laws and land use laws.

SB 876 **

**Subsequent Referral(s) to Ways and Means

Requires Department of Environmental Quality or State Department of Agriculture approval as prerequisite to construction, installation, operation or maintenance of large confined animal feeding operation or large concentrated animal feeding operation.

Public Hearing and Possible Work Session

SB 176 A

Requires certain filling stations, service stations, garages and other dispensaries that dispense Class 1 flammable liquids to provide equal access to persons with disabilities.

Send materials or presentations to the email at the top of the agenda 24 hours in advance of the meeting date. All submissions will be posted and made public on the Oregon Legislative Information System (OLIS).

Senate Bill 876

Sponsored by COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires Department of Environmental Quality or State Department of Agriculture approval as prerequisite to construction, installation, operation or maintenance of large confined animal feeding operation or large concentrated animal feeding operation. Requires State Department of Agriculture confirmation of adequate water supply availability and issuance of necessary federal, state and local licenses and permits prior to issuance of final approval of feeding operation by department or Department of Environmental Quality. Limits fees for approvals.

Requires that permit for large confined animal feeding operation or large concentrated feeding operation located in ground water management area and applying animal waste to land be issued as individual permit.

Authorizes Department of Environmental Quality and State Department of Agriculture to adopt rules making insurance policy or alternative security prerequisite to permit for operating or conducting large confined animal feeding operation or large concentrated animal feeding operation.

Authorizes Department of Environmental Quality and State Department of Agriculture to undertake cleanup and repurposing of vacated large confined animal feeding operation or large concentrated animal feeding operation.

Allows action to recover costs that Department of Environmental Quality or State Department of Agriculture incurs due to reckless, malicious, bad faith or illegal conduct encountered during investigation or proceeding concerning large confined animal feeding operation or concentrated animal feeding operation violation of certain laws, rules or permit terms and conditions.

Specifies that permit requirement for activities increasing effluent in manner not already lawfully authorized applies for large concentrated animal feeding operations.

A BILL FOR AN ACT

1

2 Relating to livestock operations; creating new provisions; and amending ORS 468B.050.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1.** Sections 2 to 5 of this 2019 Act are added to and made a part of ORS 468B.048
5 to 468B.085.

6 **SECTION 2.** (1) As used in this section, "large confined animal feeding operation" has the
7 meaning given that term in ORS 561.255.

8 (2) If a large confined animal feeding operation or large concentrated animal feeding op-
9 eration is located in a groundwater management area, and animal waste from the feeding
10 operation is applied to land in the area, a permit that the Department of Environmental
11 Quality and the State Department of Agriculture issues under ORS 468B.050 for the feeding
12 operation must be issued as an individual permit.

13 (3) The Department of Environmental Quality or the State Department of Agriculture
14 shall include the following terms and conditions for a permit issued under ORS 468B.050 for
15 a large confined animal feeding operation or large concentrated animal feeding operation:

16 (a) A person may not construct or install the feeding operation unless the permit holder
17 obtains preliminary approval for the construction or installation from the Department of
18 Environmental Quality or the State Department of Agriculture; and

19 (b) A person may not operate or conduct the feeding operation, including but not limited
20 to populating the feeding operation, unless the permit holder obtains final approval for the

NOTE: Matter in boldfaced type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.
New sections are in boldfaced type.

1 construction or installation from the Department of Environmental Quality or the State
2 Department of Agriculture.

3 (4) Prior to the Department of Environmental Quality or the State Department of Agri-
4 culture granting final approval under subsection (3)(b) of this section, the State Department
5 of Agriculture shall:

6 (a) Consult with the Water Resources Department to ensure that there are adequate
7 water resources available to supply the water needs of the feeding operation at the levels
8 described in the permit on a sustained basis; and

9 (b) Consult with federal, state and local government agencies to confirm that the permit
10 holder has obtained all permits and licenses required for operating or conducting the feeding
11 operation.

12 (5) Except as provided in ORS 468B.215, the Department of Environmental Quality or the
13 State Department of Agriculture may charge a fee for granting preliminary or final approval
14 under this section. The Department of Environmental Quality or the State Department of
15 Agriculture may not charge a large confined animal feeding operation or large concentrated
16 animal feeding operation amounts for approvals described in subsection (3) of this section
17 totaling more than the maximum annual permit fee allowed under ORS 561.255 for a large
18 confined animal feeding operation.

19 **SECTION 3.** (1) The Department of Environmental Quality and the State Department of
20 Agriculture may, by rule, require as a term or condition of a new permit under ORS 468B.050
21 to operate or conduct a large confined animal feeding operation or large concentrated animal
22 feeding operation that the permit holder secure an insurance policy and maintain the policy
23 in effect. A rule that a department adopts under this section must require that the insurance
24 policy:

25 (a) Be issued by an insurance company authorized to do business in this state;

26 (b) Be in an amount specified by rule; and

27 (c) Provide that, if the feeding operation ceases or no longer holds a valid permit under
28 ORS 468B.050 to operate or conduct the feeding operation, payment be available to the de-
29 partment to cover incurred or authorized expenses associated with remediation of the feed-
30 ing operation site.

31 (2) Notwithstanding subsection (1) of this section, a rule that a department adopts under
32 this section must allow the permit holder the option to deposit cash or a security bond with
33 the department or to provide other evidence of financial responsibility acceptable to the de-
34 partment instead of obtaining an insurance policy.

35 **SECTION 4.** If a feeding operation ceases or no longer holds a valid permit under ORS
36 468B.050 to operate or conduct the feeding operation, and the operator of the feeding opera-
37 tion does not clean the feeding operation site or properly decommission the waste treatment
38 works of the feeding operation prior to vacating the site, the Department of Environmental
39 Quality or the State Department of Agriculture may, in addition to any other authority of
40 those departments:

41 (1) Independently or jointly clean or repurpose the feeding operation site or decommis-
42 sion the waste treatment system through processes that may include, but need not be lim-
43 ited to, the use of analysis, assessment, construction, contracting, designing, engineering,
44 inspection, investigation, maintenance, monitoring, operation, planning, sampling, studying,
45 surveying, testing and training; and

1 (2) Recover any expenses incurred or authorized to carry out the activities and processes
2 described in subsection (1) of this section.

3 **SECTION 5.** In addition to any other available remedy, the Department of Justice may
4 bring an action to recover the amount of any costs that the Department of Environmental
5 Quality or the State Department of Agriculture incurs due to reckless, malicious, bad faith
6 or illegal conduct encountered during an investigation or proceeding concerning a large
7 confined animal feeding operation or large concentrated feeding operation violation of ORS
8 chapter 468 or 468B, a rule adopted under ORS chapter 468 or 468B or a term or condition
9 of a permit issued under ORS chapter 468 or 468B.

10 **SECTION 6.** ORS 468B.050 is amended to read:

11 468B.050. (1) Except as provided in ORS 468B.053 or 468B.215, without holding a permit from
12 [the Director of] the Department of Environmental Quality or the State Department of Agriculture,
13 which permit shall specify applicable effluent limitations, a person may not:

14 (a) Discharge any wastes into the waters of the state from any industrial or commercial estab-
15 lishment or activity or any disposal system.

16 (b) Construct, install, modify or operate any disposal system or part thereof or any extension
17 or addition thereto.

18 (c) Increase in volume or strength any wastes in excess of the permissive discharges specified
19 under an existing permit.

20 (d) Construct, install, operate or conduct any industrial, commercial, confined animal feeding
21 operation, **concentrated animal feeding operation** or other establishment or activity or any ex-
22 tension or modification thereof or addition thereto, the operation or conduct of which would cause
23 an increase in the discharge of wastes into the waters of the state or which would otherwise alter
24 the physical, chemical or biological properties of any waters of the state in any manner not already
25 lawfully authorized.

26 (e) Construct or use any new outlet for the discharge of any wastes into the waters of the state.

27 (2) **Except as provided in section 2 of this 2019 Act,** the Department of Environmental Quality
28 or the State Department of Agriculture may issue a permit under this section as an individual,
29 general or watershed permit. A permit may be issued to a class of persons using the procedures for
30 issuance of an order or for the adoption of a rule. Notwithstanding the definition of "order" or
31 "rule" provided in ORS 183.310, in issuing a general or watershed permit by order pursuant to this
32 section, the State Department of Agriculture or Department of Environmental Quality:

33 (a) Is not required to direct the order to a named person or named persons; and

34 (b) May include in the order agency directives, standards, regulations and statements of general
35 applicability that implement, interpret or prescribe law or policy.

36 (3) The [State Department of Agriculture or the] Department of Environmental Quality **and the**
37 **State Department of Agriculture** may define "confined animal feeding operation" by rule for
38 purposes of implementing this section.

39 **SECTION 7.** (1) Sections 2 (2) and 3 of this 2019 Act and the amendments to ORS 468B.050
40 by section 6 of this 2019 Act apply to:

41 (a) Permits for which initial issuance occurs on or after the effective date of this 2019
42 Act; and

43 (b) Permits initially issued before the effective date of this 2019 Act pursuant to an ap-
44 plication originally filed on or after January 1, 2019. The Legislative Assembly expressly in-
45 tends that this paragraph operates retroactively and that any permit described in this

1 paragraph that does not conform to sections 2 (2) and 3 of this 2019 Act be brought into
2 conformance with those sections or cancelled.

3 (2) Except as provided in subsection (1) of this section, section 2 of this 2019 Act applies
4 to permits issued on or after the effective date of this 2019 Act.

5 (3) Section 4 of this 2019 Act applies to large confined animal feeding operation and large
6 concentrated animal feeding operation sites that an operator vacates before, on or after the
7 effective date of this 2019 Act.

8 (4) Section 5 of this 2019 Act applies to costs incurred due to reckless, malicious, bad
9 faith or illegal conduct that occurs on or after the effective date of this 2019 Act.

10

Senate Bill 886

Sponsored by COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Imposes limits on exempt use of water at confined animal feeding operations and concentrated animal feeding operations.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

1
2 Relating to limitations on exempt water uses; creating new provisions; amending ORS 537.141 and
3 537.545; and prescribing an effective date.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 537.141 is amended to read:

6 537.141. (1) The following water uses do not require an application under ORS 537.130 or
7 537.615, a water right permit under ORS 537.211 or a water right certificate under ORS 537.250:

8 (a) Emergency fire-fighting uses;

9 (b) Nonemergency fire-fighting training, provided:

10 (A) The source of the water is existing storage and the use occurs with permission of the owner
11 of the stored water; or

12 (B) If the source of water is other than existing storage, the use occurs with the prior written
13 approval of the watermaster in the district where the training will take place and subject to any
14 conditions the watermaster determines are necessary to prevent injury to existing water rights and
15 to protect in-stream resources;

16 (c) Water uses that divert water to water tanks or troughs from a reservoir for a use allowed
17 under an existing water right permit or certificate for the reservoir;

18 (d) Fish screens, fishways and fish by-pass structures, as exempted by rule of the Water Re-
19 sources Commission;

20 (e) Land management practices intended to save soil and improve water quality by temporarily
21 impeding or changing the natural flow of diffuse surface water across agricultural lands when stor-
22 age of public waters is not an intended purpose. Such practices include but are not limited to:

23 (A) Terraces;

24 (B) Dikes;

25 (C) Retention dams and other temporary impoundments; and

26 (D) Agronomic practices designed to improve water quality and control surface runoff to prevent
27 erosion, such as ripping, pitting, rough tillage and cross slope farming;

28 (f) Livestock watering operations that comply with the requirements under subsections (2) and
29 (3) of this section;

30 (g) Forest management activities that require the use of water in conjunction with mixing pes-
31 ticides as defined in ORS 634.006, or in slash burning;

NOTE: Matter in boldfaced type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in boldfaced type.

1 (h) The collection of precipitation water from an artificial impervious surface and the use of
2 such water;

3 (i) Land application of ground water so long as the ground water:

4 (A) Has first been appropriated and used under a permit or certificate issued under ORS 537.625
5 or 537.630 for a water right issued for industrial purposes or a water right authorizing use of water
6 for confined animal feeding purposes;

7 (B) Is reused for irrigation purposes and the period of irrigation is a period during which the
8 reused water has never been discharged to the waters of the state; and

9 (C) Is applied pursuant to a permit issued by the Department of Environmental Quality or the
10 State Department of Agriculture under either ORS 468B.050 to construct and operate a disposal
11 system or ORS 468B.215 to operate a confined animal feeding operation; and

12 (j) Surface mining practices that result in the removal of water from a surface mine subject to
13 an operating permit or reclamation plan approved by the State Department of Geology and Mineral
14 Industries, unless the water is used for a subsequent beneficial use.

15 (2) The use of surface water for livestock watering may be exempted under subsection (1) of this
16 section if:

17 (a) The water is diverted from a stream or other surface water source to a trough or tank
18 through an enclosed water delivery system;

19 (b) The delivery system either is equipped with an automatic shutoff or flow control mechanism
20 or includes a means for returning water to the surface water source through an enclosed delivery
21 system; *[and]*

22 (c) The operation is located on land from which the livestock would otherwise have legal access
23 to both the use and source of the surface water source[.];

24 (d) **Within a ground water management area declared by the Department of Environ-**
25 **mental Quality under ORS 468B.180, the amount of use does not exceed _____ gallons**
26 **per day at a confined animal feeding operation or a concentrated animal feeding operation;**
27 **and**

28 (e) **Within areas of this state not described in paragraph (d) of this subsection, the**
29 **amount of use does not exceed _____ gallons per day at a confined animal feeding op-**
30 **eration or a concentrated animal feeding operation.**

31 (3) If the diversion system described in subsection (2) of this section is located within or above
32 a scenic waterway, the *[amount]* rate of water that may be used without a water right is limited to
33 one-tenth of one cubic foot per second per 1,000 head of livestock. Nothing in this section shall
34 prevent the Water Resources Commission from approving an application for a water right permit for
35 a delivery system not qualifying under subsection (2) of this section.

36 (4) The Water Resources Department, in conjunction with local soil and water conservation
37 districts, the Oregon State University Extension Service, the State Department of Agriculture and
38 the State Department of Fish and Wildlife and any other organization interested in participating,
39 shall develop and implement a voluntary educational program on livestock management techniques
40 designed to keep livestock away from streams and riparian areas.

41 (5) To qualify for an exempt use under subsection (1)(g) of this section, the user shall:

42 (a) Submit notice of the proposed use, including the identification of the proposed water source,
43 to the Water Resources Department and to the State Department of Fish and Wildlife at the time
44 notice is provided to other affected agencies pursuant to ORS 527.670; and

45 (b) Comply with any restrictions imposed by the department pertaining to sources of water that

1 may not be used in conjunction with the proposed activity.

2 (6) Except for the use of water under subsection (1)(i) of this section, the Water Resources
3 Commission by rule may require any person or public agency diverting water as described in sub-
4 section (1) of this section to furnish information with regard to such water and the use thereof. For
5 a use of water described in subsection (1)(i) of this section, the Department of Environmental Qual-
6 ity or the State Department of Agriculture shall provide to the Water Resources Department a copy
7 of the permit issued under ORS 468B.050 or 468B.215 authorizing the land application of ground
8 water for reuse. The permit shall provide the information regarding the place of use of such water
9 and the nature of the beneficial reuse.

10 **SECTION 2.** ORS 537.545 is amended to read:

11 537.545. (1) [No] A registration, certificate of registration, application for a permit, permit, cer-
12 tificate of completion or ground water right certificate under ORS 537.505 to 537.795 and 537.992 is
13 **not** required for the use of ground water for:

14 (a) Stockwatering purposes **if the use does not exceed:**

15 (A) **Within a ground water management area declared by the Department of Environ-**
16 **mental Quality under ORS 468B.180, _____ gallons per day at a confined animal feeding**
17 **operation or a concentrated animal feeding operation; or**

18 (B) **Within areas of this state not described in subparagraph (A) of this paragraph,**
19 **_____ gallons per day at a confined animal feeding operation or a concentrated animal**
20 **feeding operation;**

21 (b) Watering any lawn or noncommercial garden not exceeding one-half acre in area;

22 (c) Watering the lawns, grounds and fields not exceeding 10 acres in area of schools located
23 within a critical ground water area established pursuant to ORS 537.730 to 537.740;

24 (d) Single or group domestic purposes in an amount not exceeding 15,000 gallons a day;

25 (e) Down-hole heat exchange purposes;

26 (f) Any single industrial or commercial purpose in an amount not exceeding 5,000 gallons a day;

27 or

28 (g) Land application, so long as the ground water:

29 (A) Has first been appropriated and used under a permit or certificate issued under ORS 537.625
30 or 537.630 for a water right issued for industrial purposes or a water right authorizing use of water
31 for confined animal feeding purposes;

32 (B) Is reused for irrigation purposes and the period of irrigation is a period during which the
33 reused water has never been discharged to the waters of the state; and

34 (C) Is applied pursuant to a permit issued by the Department of Environmental Quality or the
35 State Department of Agriculture under either ORS 468B.050 to construct and operate a disposal
36 system or ORS 468B.215 to operate a confined animal feeding operation.

37 (2) A ground water use for a purpose that is exempt under subsection (1) of this section, to the
38 extent that the use is beneficial, constitutes a right to appropriate ground water equal to that es-
39 tablished by a ground water right certificate issued under ORS 537.700.

40 (3) Except for the use of water under subsection (1)(g) of this section, the Water Resources
41 Commission by rule may require any person or public agency using ground water for any such
42 purpose to furnish information with regard to such ground water and the use thereof. For a use of
43 water described in subsection (1)(g) of this section, the Department of Environmental Quality or the
44 State Department of Agriculture shall provide to the Water Resources Department a copy of the
45 permit issued under ORS 468B.050 or 468B.215 authorizing the land application of ground water for

1 reuse. The permit shall provide the information regarding the place of use of such water and the
2 nature of the beneficial reuse.

3 (4) If it is necessary for the Water Resources Department to regulate the use or distribution of
4 ground water, including uses for purposes that are exempt under subsection (1) of this section, the
5 department shall use as a priority date for the exempt uses the date indicated in the log for the well
6 filed with the department under ORS 537.765 or other documentation provided by the well owner
7 showing when water use began.

8 (5) The owner of land on which a well is drilled to allow ground water use for a purpose that
9 is exempt under subsection (1) of this section shall provide the Water Resources Department with
10 a map showing the exact location of the well on the tax lot. The landowner shall provide a map
11 required by this subsection to the department no later than 30 days after the well is completed. The
12 map must be prepared in accordance with standards established by the department.

13 (6) The owner of land on which a well described in subsection (5) of this section is located shall
14 file the exempt ground water use with the Water Resources Department for recording. The filing
15 must be accompanied by the fee described in subsection (7) of this section. The filing must be re-
16 ceived by the department no later than 30 days after the well is completed.

17 (7) The Water Resources Department shall collect a fee of \$300 for recording an exempt ground
18 water use under subsection (6) of this section. Moneys from fees collected under this subsection
19 shall be deposited to the credit of the Water Resources Department Water Right Operating Fund.
20 Notwithstanding ORS 536.009, moneys deposited to the fund under this subsection shall be used for
21 the purposes of evaluating ground water supplies, conducting ground water studies, carrying out
22 ground water monitoring, processing ground water data and the administration and enforcement of
23 this subsection and subsections (3), (5), (6) and (8) of this section.

24 (8) The Water Resources Commission shall adopt rules to implement, administer and enforce
25 subsections (5) to (7) of this section.

26 **SECTION 3. The amendments to ORS 537.141 and 537.545 by sections 1 and 2 of this 2019**
27 **Act apply to uses on or after the operative date specified in section 4 of this 2019 Act.**

28 **SECTION 4. (1) The amendments to ORS 537.141 and 537.545 by sections 1 and 2 of this**
29 **2019 Act become operative on January 1, 2020.**

30 (2) The Water Resources Commission and the Water Resources Department may take
31 any action before the operative date specified in subsection (1) of this section that is neces-
32 sary to enable the commission or the department to exercise, on and after the operative date
33 specified in subsection (1) of this section, all of the duties, functions and powers conferred
34 on the commission and the department by the amendments to ORS 537.141 and 537.545 by
35 sections 1 and 2 of this 2019 Act.

36 **SECTION 5. This 2019 Act takes effect on the 91st day after the date on which the 2019**
37 **regular session of the Eightieth Legislative Assembly adjourns sine die.**

38

**AMENDED AND RESTATED
OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT
“WHEATRIDGE FACILITIES”**

MORROW COUNTY, a political subdivision of the State of Oregon, (“County”) and WHEATRIDGE WIND ENERGY, LLC (“Wheatridge Wind”), a Delaware limited liability company authorized to do business in the State of Oregon, and WHEATRIDGE SOLAR ENERGY CENTER, LLC (“Wheatridge Solar”), a Delaware limited liability company that will be timely authorized to do business in the State of Oregon, enter into this Strategic Investment Program (“SIP”) Agreement (“Agreement”) as of March , 2019 (“Effective Date”), for a wind energy resource with installed capacity up to 450 MW, a solar energy resource with installed capacity up to 150 MW, and battery storage up to 150 MW, all to be located in the County. The County, Wheatridge Wind, and Wheatridge Solar are sometimes referenced in this Agreement individually as “Party” and collectively as “Parties.”

W I T N E S S E T H :

WHEREAS, the Oregon Legislature has established the SIP to promote industrial competitiveness and to improve employment in the area where projects are to be located by encouraging businesses engaged in projects to hire local employees (See ORS 307.123 and ORS 285C.600 – 285C.620.); and

WHEREAS, the SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, the County and Wheatridge Wind entered into a SIP Agreement dated September 6, 2017 (the “Original SIP Agreement”) with respect to a commercial wind energy generation project, known as Wheatridge Wind Energy Facility (“Wind Facility”), as more fully described in the Original SIP Agreement; and

WHEREAS, Wheatridge Solar proposes to build and operate in the County a commercial solar energy generation and battery storage project, known as Wheatridge Solar Energy Facility (“Solar Facility”), pursuant to a certificate issued by the Oregon Energy Facility Siting Counsel (“EFSC”), as that certificate may be amended from time to time (“Solar Site Certificate”) for a facility capacity up to 150 MW solar and 150 MW battery storage; and

WHEREAS, the Wind Facility and the Solar Facility (each, a “Facility,” and collectively, the “Facilities”) are expected to create temporary construction jobs and permanent full-time jobs in the County; and

WHEREAS, Wheatridge Wind and Wheatridge Solar each shall utilize local Morrow County businesses to the maximum extent possible, while also considering cost effectiveness of the Facilities, which benefits the County; and

WHEREAS, Wheatridge Wind and the County negotiated the Original SIP Agreement, and the Oregon Economic and Community Development Department (“OECD”) approved the SIP application (the “Application”) for the Original SIP Agreement; and

WHEREAS, the Parties wish to amend and restate the Original SIP Agreement to include the Solar Facility; and

WHEREAS, it is the intent of this SIP Agreement to provide the competitive tax structure in the County that is essential for Wheatridge Wind and Wheatridge Solar to provide a source of renewable energy in Oregon and to contribute to the State of Oregon’s quality of life; and

WHEREAS, this Agreement provides the terms and conditions under which the County agrees to amend and restate the Original SIP Agreement to provide tax abatement for the Project, as defined below, in exchange for performance by Wheatridge Wind and Wheatridge Solar of their obligations as specified herein;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, each to the other giving, the Parties do hereby agree as follows:

1. **Project Definition and Scope.** The “Project” means all tangible and intangible Property (whether held in fee, leasehold or by contract) having the County as its tax situs, consisting of (a) the wind turbine generators which may be installed or placed in service in phases or stages in the County during the term of this Agreement, as well as all associated property (the “Associated Property”), including without limitation roads and civil construction work, meteorological monitoring towers, operations and maintenance facilities, foundations, inverters, transformers, collection and transmission lines, electrical towers and poles, underground and overhead electrical conductors, one or more substations, land, and associated supporting infrastructure and facilities, as more fully described in the Application; and (b) the solar arrays that may be installed and placed in service in phases or stages in the County during the term of this Agreement, as well as all Associated Property, including without limitation solar modules, tracker systems, posts, inverters, energy battery storage facilities (up to 150 MW), roads and civil construction work, meteorological monitoring units, operations and maintenance facilities, foundations, transformers, collection and transmission lines, electrical towers and poles, underground and overhead electrical conductors, one or more substations, land, and associated supporting infrastructure and facilities. Unless otherwise determined by Wheatridge Wind or Wheatridge Solar, as applicable and as described below, the Project further includes repairs, replacements, modernization, renovations and remodeling of such Property made during the term of this Agreement. For purposes of this Agreement, the Project shall first exist when the real market value of the foregoing Property is at least \$25 million. Subject to the Site Certificate and State and local land use laws, Wheatridge Wind may add to (up to a maximum nameplate capacity of 450 MW) or subtract from (but not below \$25 million) the Property that constitutes the Wind Facility portion of the Project (including repairs, replacements, modernization, renovations or remodeling). Subject to the Site Certificate and State and local land use laws, Wheatridge Solar may add to (up to a maximum nameplate capacity of 150 MW of solar and 150 MW of energy battery storage) or subtract from (but not below \$25 million) the Property that constitutes the Solar Facility portion of the Project (including repairs, replacements, modernization, renovations or remodeling). For purposes of this Agreement, “Property” has the meaning assigned to that term in ORS 308.505 through 308.681.

In the event Wheatridge Wind or Wheatridge Solar desires to re-power or expand its Facility within the SIP Exemption Period, the County shall have the right to re-open negotiation with Wheatridge Wind or Wheatridge Solar, as applicable, of a new “Per-Megawatt Amount, as defined in Section 4.2.3, for the Facility regarding the amount of any increase in Project installed electrical capacity and re-powering or expansion shall not occur until such renegotiation is concluded, or the affected parties agree to waive this provision, to the satisfaction of each affected Party.

2 **SIP Exemption Period.** The “SIP Exemption Period” shall begin, as defined in ORS 307.123(1)(b), in and for the Property Tax Year during which the Project commences Commercial Operation and has a real market value equal to, or in excess of, \$25 million, and shall continue thereafter for 15 Property Tax Years as provided by ORS 307.123(1)(b). As used in this Agreement, “Commercial Operation” shall mean that the Project first produces electrical energy and that electrical energy is transmitted into the regional transmission grid for delivery to a power purchaser, and “Property Tax Year” means each period of 12 months beginning July 1.

3. **Condition Precedent.** Except for the obligations set forth in Sections 5.1 and 6.1., the obligations set forth herein and this Agreement replacing the Original SIP Agreement are conditioned upon approval by the OECDD, or its designee, of this agreement.

4 **Exemption, Payments and Related Obligations.**

41 Each Property Tax Year during the SIP Exemption Period, on or before October 25, the County shall submit to:

4.1.1 Wheatridge Wind a statement describing its calculations and an invoice for amounts due under this Agreement for the Wind Facility. The invoiced amounts shall be paid by Wheatridge Wind no later than the following December 1.

4.1.2 Wheatridge Solar a statement describing its calculations and an invoice for amounts due under this Agreement for the Solar Facility. The invoiced amounts shall be paid by Wheatridge Solar no later than the following December 1.

42 In consideration for participating in the SIP with respect to the Project, Wheatridge Wind and Wheatridge Solar each agrees to pay the amounts as set forth below:

42.1 Ad Valorem Property Taxes On Non-Exempt Amounts. The first \$25 million in real market value of the Project, subject to annual increase at the rate of three percent (3%), shall be taxable at its assessed value as provided by ORS 307.123 and 308.146. Property taxes on such value will be payable in accordance with ORS 311.505. The remainder of the real market value of the Project shall be exempt from taxation as provided by ORS 307.123. The tax imposed pursuant to this provision shall be divided between the Facilities based on the ratio of the applicable Facility’s real market value to the total real market value of the Facilities as of January 1 of the applicable year (the “Facility Ratio”).

42.2 Community Service Fee (“CSF”). For each year of the SIP Exemption Period:

4.2.2.1 Wheatridge Wind shall pay to the County a CSF, in an

amount equal to twenty-five percent (25%) of the taxes that would, but for the exemption, be due on the exempt Property of the Wind Facility in each assessment year, but not exceeding the product of (a) \$500,000 and (b) the Facility Ratio for the Wind Facility.

4.2.2.2 Wheatridge Solar shall pay to the County a CSF, in an amount equal to twenty-five percent (25%) of the taxes that would, but for the exemption, be due on the exempt Property of the Solar Facility in each assessment year, but not exceeding the product of (a) \$500,000 and (b) the Facility Ratio for the Solar Facility.

423 Wind Facility Additional Amount. If for any Property Tax Year of the SIP Exemption Period, the Wind Facility Statutory Amount is less than the Wind Facility Minimum Revenue amount for the property tax year, then Wheatridge Wind shall pay to that County an amount equal to the difference between the Wind Facility Minimum Revenue Amount and the Wind Facility Statutory Amount (the “Wind Facility Additional Amount”). Each year, no later than October 25, the County shall provide Wheatridge Wind with a statement describing its calculations and the Wind Facility Additional Amount due, if any, for the Property Tax Year ended on the prior June 30, and Wheatridge Wind shall pay any Wind Facility Additional Amount to the County within 60 days of receipt of the calculations. The Wind Facility Additional Amount shall be payable in addition to any property taxes and CSF for the year. For purposes of this Agreement, the following definitions apply:

“Wind Facility Statutory Amount” means the sum of (i) the ad valorem property taxes due from Wheatridge Wind for the property tax year pursuant to Section 4.2.1, and (ii) the aggregate CSF amount described in Section 4.2.2.1.

“Wind Facility Per-Megawatt Amount” means \$8,000.00.

“Wind Facility Minimum Revenue Amount” means the product of (a) the connected nameplate capacity (in Megawatts) of the Wind Facility as of January 1 of that year multiplied by (b) the Wind Facility Per-Megawatt Amount for the Property Tax Year.

424 Solar Facility Additional Amount. If for any Property Tax Year of the SIP Exemption Period, the Solar Facility Statutory Amount is less than the Solar Facility Minimum Revenue amount for the property tax year, then Wheatridge Solar shall pay to that County an amount equal to the difference between the Solar Facility Minimum Revenue Amount and the Solar Facility Statutory Amount (the “Solar Facility Additional Amount” and, with the Wind Facility Additional Amount, the “Additional Amount”). Each year, no later than October 25, the County shall provide Wheatridge Solar with a statement describing its calculations and the Solar Facility Additional Amount due, if any, for the Property Tax Year ended on the prior June 30, and Wheatridge Solar shall pay any Solar Facility Additional Amount to the County within 60 days of receipt of the calculations. The Solar Facility Additional Amount shall be payable in addition to any property taxes and CSF for the year. For purposes of this Agreement, the following definitions apply:

“Solar Facility Statutory Amount” means the sum of (i) the ad valorem

property taxes due from Wheatridge Solar for the property tax year pursuant to Section 4.2.1, and (ii) the aggregate CSF amount described in Section 4.2.2.2.

“Solar Facility Per-Megawatt Amount” means \$8,650.00 per MW for Solar array.

“Solar Facility Minimum Revenue Amount” means the product of (a) the connected nameplate capacity (in Megawatts) of the solar array panels as of January 1 of that year multiplied by (b) the Solar Facility Per-Megawatt Amount for the Property Tax Year. The nameplate capacity of any battery storage shall not be taken into account in determining the Solar Facility Minimum Revenue Amount.

425 County Education Enhancement Program. County recognizes the economic benefits that come from an adequately funded education system in Morrow County. County has determined that providing funding for the creation and continued funding of a STEM (Science, Technology, Engineering, and Mathematics) program will assist in educating the students of Morrow County and act as incentive for families to move to Morrow County and create further economic development. County further believes that providing art and music opportunities to students helps provide a well-rounded education for students in Morrow County. In furtherance of these goals, County has determined that the following funds received from this SIP Agreement shall be directed to schools in Morrow County:

STEM Program: \$600,000.00 yearly. Amount will be distributed on a yearly basis, based upon continued need and approval of a Memorandum of Understanding Agreement between the County and school district.

Art and Music Programs: \$400,000.00 yearly. Amount will be distributed on a yearly basis, based upon continued need and approval of a Memorandum of Understanding Agreement between the County and school district.

Funding of the County Education Enhancement Program for STEM, Art, and Music will be contingent upon County receiving adequate funding each year from this SIP Agreement. Funding is also contingent upon County and school districts entering into a Memorandum of Understanding that details the uses of the funding, and is agreeable to County and school districts receiving the funding. Nothing in this Section imposes on Wheatridge Wind or Wheatridge Solar an obligation to make a payment beyond the payments required by Section 4.2.1, Section 4.2.2, Section 4.2.3 and Section 4.2.4.

426 County Cost of Preparation of SIP Agreement. In addition to the above, Wheatridge agrees to reimburse the County an additional Five Thousand dollars (\$5,000) for the costs incurred for the Amended and Restated Agreement preparation, including staff, legal, administrative, and professional fees. Payment shall be made within ninety (90) days of the signing of the Agreement.

43 First-Source Hiring Agreement. Wheatridge Solar and Wheatridge Wind shall each enter into first-source hiring agreements with an appropriate third party acceptable to Amended- Wheatridge SIP- 2019

the County in substantially the form required pursuant to OAR 123-070-1000 to -1900. The County is to be designated a third-party beneficiary of the agreement and is entitled to enforce its terms. If the third-party provider is unable to perform the first-source hiring agreement to the satisfaction of Wheatridge Wind, and Wheatridge Solar or the County, then the Parties shall cooperate in procuring the services of a substitute provider.

44 Property Tax Statements and Information. Wheatridge Wind and Wheatridge Solar shall notify the County on an annual basis, at the time of the filing with the Oregon Department of Revenue (“DOR”) of the annual statement for property tax purposes covering the Project, of the connected nameplate capacity (in Megawatts) of the Project as of January 1 of that year.

45 State Road Repair Agreement. Wheatridge Wind and Wheatridge Solar agree to coordinate with and reasonably satisfy requests of Oregon Department of Transportation (ODOT) for repair of any State highways impacted by project construction traffic and, in addition, reimburse County its direct, out-of-pocket cost of any repair or extraordinary maintenance of County roads resulting from Wheatridge Wind and Wheatridge Solar’s construction of the Project.

5 County Obligations.

5.1 Within 9 days after the Effective Date, the County shall request that the OECDD approve the SIP Agreement.

5.2 The County shall be solely responsible for determining how to dispose of the CSF (pursuant to Oregon rules and statute) and the Additional Amount, including paying any portions that are due or payable to any other jurisdictions. In no event shall Wheatridge Wind or Wheatridge Solar have any liability in connection with any disagreement, error, or conflict between the County and any other jurisdiction related to the division, allocation, or distribution of such amounts or related to the county education enhancement program described in Section 4.2.4. In no event shall Wheatridge Wind or Wheatridge Solar have any liability or obligation to any other person with respect to the CSF, the Additional Amount, or the Section 4.2.4 county education enhancement program after it has discharged its duty to pay as set forth in Section 4 above, and the County shall hold Wheatridge Wind and Wheatridge Solar harmless with respect to any claims to the contrary, to the extent allowed and permitted by the Oregon Constitution and other Oregon law.

6 **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the Parties shall:

6.1 Cooperate with the OECDD and the DOR to secure approval of the SIP and take such steps as may, from time to time, be reasonably necessary to maintain the Project’s tax exemption.

6.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.

7. **Ad Valorem Property Taxes.** Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of the Project that is taxable as described in Section 4.2.1 of this Agreement or on Property unrelated to the Project.

8 Miscellaneous Provisions.

81 The laws of the State of Oregon shall govern this Agreement. Venue is in the Circuit Court of the State of Oregon for the County of Morrow. The Parties agree that in case of any disputes that arise under this Agreement they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both Parties for a period of thirty (30) days before filing any litigation.

82 Wheatridge Wind shall cause to be installed and utilize a Aircraft Detection Lighting System (ADLS) on each wind tower installed in the Wind Facility, so long as use has been authorized by the Federal Aviation Administration (FAA) and comply with all FAA rules and regulations.

83 Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of Property taxes and fees included in this SIP agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a Party simply because that Party drafted the provision.

84 Failure to make payment in full of the CSFs or the Additional Amounts by the due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes.

85 If Wheatridge Wind fails to pay the Section 4.2.2.1 portion of the CSF by the end of a Property Tax Year in which it is due, the tax exemption for the Wind Facility portion of the Project shall be revoked and the property shall be fully taxable for the following Property Tax Year and for each subsequent Property Tax Year for which the Section 4.2.2.1 portion of the CSF remains unpaid. If an unpaid CSF is paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the Property Tax Year after the payment is made. Reinstatement of the exemption shall not extend the 15-year SIP Exemption Period.

The County shall have the right to enforce payment of any and all amounts due to it by Wheatridge Wind and/or any permitted assignee (including interest, as provided in Section 8.4) through an appropriate action to collect such amounts. In the event suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this Agreement, or to collect the payment amounts due hereunder, if Wheatridge Wind is found to be in default of this Agreement, it agrees to pay in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorneys' fees, consulting fees, and other out-of-pocket expenses allowed plaintiff in any suit or action, provided County is the prevailing party. Wheatridge Wind also agrees to pay and discharge all reasonable costs and expenses actually incurred, including County's reasonable attorney fees, reasonable consulting fees, and other reasonable expenses that arise from enforcement of any provisions of this Agreement, even though no suit or action is commenced.

86 If Wheatridge Solar fails to pay the Section 4.2.2.2 portion of the CSF by the end of a Property Tax Year in which it is due, the tax exemption for the Solar Facility portion of the Project shall be revoked and the property shall be fully taxable for the following Property Tax Year and for each subsequent Property Tax Year for which the Section 4.2.2.2 portion of the CSF remains unpaid. If an unpaid CSF is paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the Property Tax Year after the payment is made. Reinstatement of the exemption shall not extend the 15-year SIP Exemption Period.

The County shall have the right to enforce payment of any and all amounts due to it by Wheatridge Solar and/or any permitted assignee (including interest, as provided in Section 8.4) through an appropriate action to collect such amounts. In the event suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this Agreement, or to collect the payment amounts due hereunder, if Wheatridge Solar is found to be in default of this Agreement, it agrees to pay in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorneys' fees, consulting fees, and other out-of-pocket expenses allowed plaintiff in any suit or action, provided County is the prevailing party. Wheatridge Solar also agrees to pay and discharge all reasonable costs and expenses actually incurred, including County's reasonable attorney fees, reasonable consulting fees, and other reasonable expenses that arise from enforcement of any provisions of this Agreement, even though no suit or action is commenced.

87 The Parties hereby agree to this Agreement in its entirety.

88 The County and Wheatridge Wind understand and agree that the County will only get the full benefit of its bargain with respect to the Wind Facility if it receives all payments covered by this Agreement and due by Wheatridge Wind. The "Wind Facility Default Amount" shall mean the amount equal to Wind Facility Minimum Revenue Amount for the Property Tax Year in which the Wind Facility Default occurred, multiplied by the number of Property Tax Years remaining in the SIP Exemption Period. "Wind Facility Default" shall mean the material breach of this Agreement by Wheatridge Wind that is not cured default within thirty (30) days after Wheatridge Wind receives notice thereof from the County.

88.1 In the event that Wheatridge Wind fails to pay the amounts due pursuant to Sections 4.2.2.1 and 4.2.3 for a given Property Tax Year, then in addition to any other remedies allowed at law or in equity, the following shall apply:

8.8.1.3. This Agreement and the SIP exemption with respect to the Wind Facility may thereupon be terminated at the County's election after thirty (30) days written notice to Wheatridge Wind.

8.8.1.4. Wheatridge Wind shall thereupon be obligated to pay to the County the Wind Facility Default Amount, which shall represent the County's liquidated damages. The County shall submit to Wheatridge Wind an invoice for the amount of liquidated damages due, together with a statement setting forth its calculations. If Wheatridge Wind becomes liable for liquidated damages under this provision, it shall pay such invoiced amounts on or before sixty (60) days after its receipt of the County's invoice; provided, however, in the event Wheatridge Wind does not agree with the County's calculations, Wheatridge Wind and the County shall

attempt to resolve such disputes through good faith negotiations between authorized representatives of each Party to occur during such sixty (60) day period.

882 In accordance with Oregon Law, in the event of an overpayment of the Section 4.2.2.1 portion of the CSF or any Wind Facility Additional Amount, the County shall either issue an overpayment refund check or return the incorrect payment and request that Wheatridge Wind reissue payment in the correct amount. In the event of a return of overpayment, the County assessor shall establish a reasonable schedule for payment of the amount actually due under this Agreement.

883 If Wheatridge Wind fails to pay the Section 4.2.2.1 portion of the CSF or any Wind Facility Additional Amount by the end of the Property Tax Year in which it is due, and no cure is made within thirty (30) days after Wheatridge Wind receives written notice from the County of such failure, the tax exemption for the Wind Facility portion of the Project shall thereupon be suspended. The Wind Facility Property shall thereupon be fully taxable for the following Property Tax Year and for each subsequent Property Tax Year for which the amounts due under this Agreement remain unpaid. If the unpaid amounts are paid after the exemption is suspended, the Wind Facility Property shall again be eligible for the exemption, beginning with the Property Tax Year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

Nothing in the Section 8.8 shall impact this Agreement or the SIP Exemption with respect to the Solar Facility.

8.9 The County and Wheatridge Solar understand and agree that the County will only get the full benefit of its bargain with respect to the Solar Facility if it receives all payments covered by this Agreement and due by Wheatridge Solar. The "Solar Facility Default Amount" shall mean the amount equal to Solar Facility Minimum Revenue Amount for the Property Tax Year in which the Solar Facility Default occurred, multiplied by the number of Property Tax Years remaining in the SIP Exemption Period. "Solar Facility Default" shall mean the material breach of this Agreement by Wheatridge Solar that is not cured default within thirty (30) days after Wheatridge Solar receives notice thereof from the County.

891 In the event that Wheatridge Solar fails to pay the amounts due pursuant to Sections 4.2.2.3 and 4.2.4 for a given Property Tax Year, then in addition to any other remedies allowed at law or in equity, the following shall apply:

8.9.1.5. This Agreement and the SIP exemption with respect to the Solar Facility may thereupon be terminated at the County's election after thirty (30) days written notice to Wheatridge Solar.

8.9.1.6. Wheatridge Solar shall thereupon be obligated to pay to the County the Solar Facility Default Amount, which shall represent the County's liquidated damages. The County shall submit to Wheatridge Solar an invoice for the amount of liquidated damages due, together with a statement setting forth its calculations. If Wheatridge Solar becomes liable for liquidated damages under this provision, it shall pay such invoiced amounts on or before sixty (60) days after its receipt of the County's invoice; provided, however, in the event Wheatridge

Solar does not agree with the County's calculations, Wheatridge Solar and the County shall attempt to resolve such disputes through good faith negotiations between authorized representatives of each Party to occur during such sixty (60) day period.

892 In accordance with Oregon Law, in the event of an overpayment of the Section 4.2.2.2 portion of the CSF or any Solar Facility Additional Amount, the County shall either issue an overpayment refund check or return the incorrect payment and request that Wheatridge Solar reissue payment in the correct amount. In the event of a return of overpayment, the County assessor shall establish a reasonable schedule for payment of the amount actually due under this Agreement.

893 If Wheatridge Solar fails to pay the Section 4.2.2.2 portion of the CSF or any Solar Facility Additional Amount by the end of the Property Tax Year in which it is due, and no cure is made within thirty (30) days after Wheatridge Solar receives written notice from the County of such failure, the tax exemption for the Solar Facility portion of the Project shall thereupon be suspended. The Solar Facility Property shall thereupon be fully taxable for the following Property Tax Year and for each subsequent Property Tax Year for which the amounts due under this Agreement remain unpaid. If the unpaid amounts are paid after the exemption is suspended, the Solar Facility Property shall again be eligible for the exemption, beginning with the Property Tax Year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

Nothing in the Section 8.9 shall impact this Agreement or the SIP Exemption with respect to the Wind Facility.

8.10 All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile, three days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as either Party may notify the other Party in accordance with this Section 8.5.

If to Wheatridge Wind, to:
Wheatridge Wind Energy, LLC
700 Universe Blvd
Juno Beach, FL 33408
Facsimile No.: (561) 691-7307
Telephone No.: (561) 329-4550
Attention: Business Manager

If to Wheatridge Solar, to:
Wheatridge Solar Energy Center, LLC
700 Universe Blvd
Juno Beach, FL 33408
Facsimile No.: (561) 691-7307
Telephone No.: (561) 329-4550
Attention: Business Manager

If to County, to:
Morrow County Assessor
Post Office Box 247
Heppner, Oregon 97836
Facsimile No.: (541) 676-5610
Telephone No.: (541) 676-5607
Attention: County Assessor

9. **Merger.** This Agreement constitutes the complete and exclusive agreement between the Parties with respect to the SIP, and supersedes all prior agreements and proposals, oral or written and any other communication between the Parties on this matter. No waiver, modification, amendment or other change will be binding on either Party, except as a written addendum, signed by authorized agents for both Parties.

10. **Assignment.** Upon prior written notice to the County, but without prior approval by the County, Wheatridge Wind and Wheatridge Solar may each may assign, in whole or in part, its rights and release its obligations under this Agreement to any assignee of its choosing; provided, however, that the assignee must satisfy all applicable requirements under ORS 285C.600 to 285C.620 and must agree to assume the obligations, conditions, requirements and other terms of this Agreement and, further provided, that no assignment shall be permitted unless (a) all payments due the County under this Agreement, as of the date of the assignment, have been paid in full and (b), in the case of a partial assignment, the parties to the assignment and the County agree on procedural issues arising from the partial assignment including, but not limited to, the division of payments required by this agreement and the impact of nonpayment by a party to the partial assignment. The County's agreement to such procedural issues shall not be unreasonably withheld.

11. **Term.** The term of this Agreement shall extend from the effective date, specified below, until the date on which Wheatridge Wind and Wheatridge Solar shall have made the last installment payment it is obligated to make to the County pursuant to Section 4.2.3, 4.2.4 and 4.2.5, provided Wheatridge Wind and Wheatridge Solar is not in default under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the 20th day of March, 2019

<p>MORROW COUNTY</p> <p>_____</p> <p>Jim Doherty, Chair</p> <p>_____</p> <p>Don Russell, Commissioner</p> <p>_____</p> <p>Melissa Lindsay, Commissioner</p>	<p>WHEATRIDGE WIND ENERGY, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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	<p>WHEATRIDGE SOLAR ENERGY CENTER, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Approve as to Form:

Justin W. Nelson
Morrow County Counsel
OSB #074460



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 7b

**Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)**

Staff Contact: John A. Bowles Phone Number (Ext): 5102
 Department: Sheriff's Office (Civil Division) Requested Agenda Date: 03/20/2019
 Short Title of Agenda Item: **K9 Grant Request Authorization.**
 (No acronyms please) 45min-1hr.

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bowles	03/13/2019	Department Head	Required for all BOC meetings
<i>[Signature]</i>	3/19/19	Admin. Officer/BOC Office	Required for all BOC meetings
		County Counsel	*Required for all legal documents
K. Knop via email	3-18-19	Finance Office	*Required for all contracts; other items as appropriate.
		Human Resources	*If appropriate

**Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.*

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County had a K9 Unit in the recent past from 2001-2012 during this time our K9 Unit was very useful in drug finds, patrol work, searches and citizens assists. Since then we have seen significant growth in the county and expect to see this trend continue. We have also seen a steady increase in calls for service and a reduction in our current ability to locate drugs being transported in vehicles. These undetected drugs in the vehicles spread to our communities.

A K9 unit would be a force multiplier as well as a potential savings in man hours. A K9 Unit could be used for Patrol work, Narcotics detection and search and rescues. We would also be able to use the K9 in our schools and our surrounding communities in a number of other capacities.

A full presentation will be included.

2. FISCAL IMPACT:

We are currently researching Grants and have located Three that show a high probability of success. By using in house training and equipment purchased in the past, in addition to well researched vendor choice we estimate we will reduce costs by at least \$15,000.00. We are not requesting any additional funding from the county.

3. SUGGESTED ACTION(S)/MOTION(S):

Recommendation to authorize Morrow County Sheriff's Office to move forward in the grant process and if funds are granted, purchase the selected K9.

Attach additional background documentation as needed.

K-9 PRESENTATION

County Overview

- Population (2014) 11,525
- Patrol Area 2,050 square miles
- 1,225 miles of road
- Energy, Industry, Agriculture, Military

Calls for Service

- Types of Calls
 - Homicides, assaults, domestic violence, sex crimes, drug complaints
 - Missing Persons/SAR, robberies, theft, traffic calls
- Numbers
 - 2015- 11,400
 - 2016- 13,000
 - 2017- 15,300
 - 2018- 17,900

Drug Issues

BENT-Blue Mountain Enforcement Narcotics Taskforce

- In 2017, BENT made 131 arrests, seized \$250,039.00 in methamphetamine/ice, \$123,408.00 in heroin, \$84,000.00 in cocaine, and seized 15 firearms.
- In 2018, BENT made 91 arrests, seized \$535,040 in methamphetamine, \$170,000 in heroin, \$12,000 in cocaine, and seized 63 firearms
- Already made 63 arrests in Operation Wildfire in January

Drugs from vehicles down 90%

Budget

Hard costs	2019 total	Funding	Grant app
Purchase of K9	\$6,500		\$6,500
Vehicle base	\$30,000	\$30,000	
Cage for vehicle	\$3,000		\$3,000
Temperature Monitor	\$2,000		\$2,000
Corporal's time for training	\$2,400	\$2,400	
Transportation for K9	\$400		
Transportation for Handler	\$700		
Total Expense	\$45,000	\$32,400	\$11,500

Comparison and Mitigation

- Knight Watch K9 \$ 6,500
 - Adlerhorst \$12,500
 - Shallow Creek K9 \$12,500
 - VLK \$13,000
 - Makor \$21,500
-
- National Police Dog Foundation \$ 6,500
 - National Association Chief Police \$10,000*
 - Wild Horse Foundation \$ 7,000

Cost Savings from finishing training in house: \$7-10K

Past K-9s



Previous K9 Deployments

K9 Quinto

- Gang Members
- Mutual Aid Gilliam County motorcyclist
- Career Criminal drug/app assist
- Toilet lab

K9 Barbie

- Ahumada
- Mutual Aid Gilliam County Broadfoot
- Mutual Aid Gilliam County recovered firearm
- Drug

K9 Claus

- Stranded Motorist



Cpl Colleen Neubert- Background

- 1994 graduated Military Working Dog Handler Course
- 1992-1999 Active Duty Army, in Mannheim and Kitzingen Germany
 - Trained with German K9 Police
 - 2 deployments to Bosnia with assigned K9
- 1998 Us Army Europe Military Working Dog Competition
 - 2nd Place Individual Obedience
 - Member of Top Detection Kennel Team
- 2001-2011 Reserve Deputy MCSO
 - Handled 3 police dogs certified through OPCA



K-9 Telly

- 16 Months Old Dutch Shepherd
- Stable/Clear in the head- can work around people
- All Foundational skills for patrol complete to include tracking trailing
- We will finish off the patrol training and conduct narcotics training in house at a serious cost savings.

In Summary

- Initial Cost can be mitigated by grants and strategic use of existing resources
- Force Multiplier
- Help reduce crime through deterrence and efficiency
- Benefit to the region, and certainly the entire county



Oregon
Kate Brown, Governor

Item #7c

Water Resources Department
Watermaster
116 S.E. Dorion Avenue
Pendleton, OR 97801
Phone (541) 278-5456
Fax (541) 278-0287

March 2, 2019

Re: Umatilla Basin Watermasters Office Intergovernmental Agreement Contract Summary Report

During the 2018-19 Fiscal Year, the \$12,200 contributed to the Assistant Watermaster program has been greatly appreciated. Per the contract agreement, this summary report documents efforts put forth by the Assistant Watermaster from March 1, 2018 – February 28, 2019. This information will also be presented at the upcoming Commissioners meeting. Please reference the “Morrow County Time” spreadsheet provided with this document.

Primary duties to-date within Morrow County have included the Ordnance Gaging Station operation and maintenance, Butter Creek Gaging Station operation and maintenance, monitoring the Ordnance/Hansell Well recharge site, reading Morrow County groundwater flowmeters and assisting the Watermaster with Lost Valley Dairy compliance.

For the remainder of the contract March-June, we always estimate that the Butter Creek Management Plan will take up the primary responsibilities every year. It is weather dependent, making it impossible to identify a firm time commitment which can and does vary. These tasks entail working with Butter Creek landowners on a daily basis, multiple trips a week to inspect flowmeters, water use accounting and estimating the longevity of the irrigation season. The Assistant Watermaster will also continue reading the gage stations and wells on a monthly basis in addition to the Butter Creek Management Plan work.

If any questions arise, please feel free to contact Greg Silbernagel, at (541)278-5456 or Greg.M.Silbernagel@Oregon.gov

Attachment: “Morrow County Time” Spreadsheet for 3/1/2018 - 2/28/2019

**Morrow County Time
2018/2019**

Party	Area	Date	Start Time	End Time	Total hrs.	Lunch	Miles	Activities
Jered	Butter Creek	3/12/2018	10:00	11:30	1.5		40	Check use and verify a call for water on Butter Creek.
								Butter Creek stream flow measurement, meeting and calling
								water users to inform them of Butter Creek Accumulation
Jered	Butter Creek	3/13/2018	11:00	2:30	3.5		40	Start up the following day. Reading flowmeters.
								Startup of Butter Creek Accumulation Rotation. Working
								with the users to make distribution adjustments according to
								the creek flows. Flows spiked and exceeded the demand. I
								called all of the users to inform them that the Accumulation
Jered	Butter Creek	3/14/2018	12:30	1:30	1		40	Rotation is off.
Jered	Butter Cr./Ordnance/Hansell well	3/19/2018	10:00	12:30	2.5		40	Ordnance Recharge Canal Measurement, Hansell Well
Jered	Butter Creek	3/22/2018	1:30	2:30	1		40	Measurement, Checking water use on Butter Creek.
								Checking water use on Butter Creek, Speaking with users
								Reviewing Conditional Use Request CUP-N-329 (Morrow
								County). Greg Silbernagel and Jered Hoshaw answered
								questions and concerns Todd Lindsay of Turner Ranch had
Jered	Pendleton Office	3/26/2018	10:00	11:00	1		0	about this Proposed quarry and batch plant.
Jered	Ordnance, OR	4/9/2018	10:30	1:30	3		80	Hansell well measurement, Ordnance Recharge Canal
Jered	Boardman, OR	4/12/2018	9:30	12:00	2.5		120	measurement.
Jered	Boardman, OR	4/12/2018	9:30	12:00	2.5		120	Reading flowmeters @ Lost Valley Farm, Bosma Wells and
Jered	Boardman, OR	4/12/2018	9:30	12:00	2.5		120	Port of Morrow (for Lost Valley Farm).
Jered	Pendleton Office	4/16/2018	9:00	12:00	3		0	Reviewing Morrow County Conditional Use Requests CUP-N-
Jered/Greg	Boardman, OR	4/19/2018	10:30	1:30	3		80	34(A), CUP-N-331, CUP-N-329.
Jered/Greg	Boardman, OR	4/19/2018	10:30	1:30	3		80	Reading flowmeters @ Lost Valley Farm, and Port of Morrow
Jered/Greg	Boardman, OR	4/20/2018	9:00	2:30	5.5		80	for Lost Valley Farm.
Jered/Greg	Boardman, OR	4/20/2018	9:00	2:30	5.5		80	Reading Port of Morrow flowmeter for Lost Valley Farm.
Jered	Pendleton Office	4/23/2018	10:00	12:00	2		0	Regulation on MORR 52351 @ Lost Valley Farm.
Jered	Butter Creek	4/24/2018	10:00		3		40	Writing response letters for Morrow County Conditional use
Jered	Butter Creek	4/25/2018	10:00		3		40	requests, CUP-N-34(A), CUP-N-331, CUP-N-329
Jered H/Kate F.	Five Mile Creek	4/26/2018	9:00	4:45	7.25	0.5	130	Confirm call for water on Butter Creek, checking water use.
Jered	Butter Creek	4/27/2018	9:00		2.5		40	Butter Creek Accumulation Rotation Start-up. Coordinating
Jered	Butter Creek	4/30/2018	10:00		3		40	with users on water use, checking water use. Retrieving
Jered	Butter Creek	4/30/2018	10:00		3		40	beginning flow meter readings.
Jered	Butter Creek	5/2/2018	9:00		3		40	Five Mile Creek Diversion to Butter Creek stream flow gage
Jered	Butter Creek	5/2/2018	9:00		3		40	Start-up for the season.
Jered	Butter Creek	5/2/2018	9:00		3		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek	5/2/2018	9:00		3		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek	5/2/2018	9:00		3		40	Coordinating water use on Butter Creek/checking use.

**Morrow County Time
2018/2019**

Jered	Butter Creek		5/4/2018	10:00		1.5		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/7/2018	10:00		2		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/9/2018	9:30		2		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/11/2018	9:30		2		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/14/2018	9:00		2.5		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/16/2018	9:00		2.5		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/18/2018	9:00		2.5		40	Coordinating water use on Butter Creek/checking use.
Jered	Butter Creek		5/21/2018	9:30		2		40	Coordinating water use on Butter Creek/checking use.
Jered/Greg	Butter Creek		5/23/2018	10:00		1.5		40	Checking water use on Butter Creek
Jered/Greg	Boardman, OR		5/23/2018	1:00	2:30	1.5		80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow where Lost Valley is hauling water from.
Jered	Butter Creek/Ordnance Rchrge Canal		5/29/2018	10:00		2		40	Checking use on Butter Creek. Monthly measurement @ Ordnance Recharge Canal.
Jered	Five Mile Creek		5/31/2018	9:00	2:00	4	1	130	Montly Measurement @ Five Mile Creek
Jered	Butter Creek		6/1/2018	8:30		3		40	Butter Creek Accumulation Rotation Ends. Retrieving flow meter end readings.
Jered, Doug, Bobbi	Butter Creek Gaging Station		6/13/2018	9:00	2:30	5	0.5	80	Intalling new gaging station.
Jered, Doug	Butter Creek Gaging Station		6/14/2018	9:30	12:45	3.75		80	Conducted monthly stream flow measurement on Butter Creek. Doug Nelson troubleshooted why the recorder was not functioning properly.
Jered, Greg	Five Mile Creek		6/29/2018	1:00	4:00	3		130	Conduct monthly measurement and remove gaging equipment for the season.
Jered	Boardman, OR		7/19/2018	11:00	2:30	2.5	1	85	Reading Lost Valley Farm flow meters, reading Port of Morrow flow where Lost Valley is hauling water from. Zero flow measurement @ Ordnance Recharge Canal.
Jered	Butter Creek		7/25/2018	9:00	12:00	3		80	Monthly Stream flow measurement
Jered	Boardman, OR OR	Ordnance, Butter Creek	8/2/2018	9:30	3:30	5.5	0.5	80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from. Zero flow measurement @ Ordnance Recharge Canal. Site inspection @ Butter Creek gaging station.
Jered	Pendleton Office		8/7/2018	4:00	4:30	0.5		0	Assisted Alice Coelho with questions regarding groundwater allocations & requests for well on Butter Creek (Morrow County). Contacted Josh Hackett to notify him of change in property ownership.
Jered, Greg	Boardman, OR		8/8/2018	2:00	4:30	2.5		80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from.

**Morrow County Time
2018/2019**

Jered, Greg	Boardman, OR	8/13/2018	10:00	1:30	3	0.5	80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from.
Jered	Boardman, OR	8/21/2018	1:00	4:00	3		80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from.
Jered	Butter Creek & Boardman, OR	8/27/2018	10:00	4:00	5	1	105	Monthly Stream flow measurement @ Butter Creek, Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from, monthly stream flow measurement @ Ordnance Recharge Canal.
Jered	Boardman, OR	9/6/2018	1:00	4:00	3		80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from.
Jered	Boardman, OR	9/12/2018	1:00	4:00	3		80	Reading Lost Valley Farm flow meters, reading Port of Morrow flow meter where Lost Valley Farm is hauling water from.
Jered	Butter Creek, Ordnance Recharge Canal, and Boardman, OR	10/4/2018	9:30	4:00	5.5	1	105	Monthly stream flow measurement @ Butter Creek & Ordnance Recharge Canal. Reading Lost Valley Farm well flowmeters, Reading Port of Morrow flowmeter where Lost Valley Farm is hauling water from.
Jered/Kate	Butter Creek & Ordnance Rech. Canal	11/6/2018	10:00	4:00	5.5	0.5	80	Monthly stream flow measurement @ Butter Creek @ Ordnance Recharge Canal. Cleaned and trimmed brush and debris out of Canal for future measurements @ Ordnance Canal.
Jered	Butter Creek @ Ordnance Rech. Canal	12/13/2018	9:30	3:30	5	1	80	Monthly stream flow measurement @ Butter Creek @ Ordnance Recharge Canal.
Jered	Butter Creek Gaging Station	1/9/2019	9:30	12:30	3		80	Monthly stream flow measurement
Jered	Ordnance Recharge Canal	1/24/2019	10:30	2:30	4		80	Stream flow measurement
Jered	Ordnance Recharge Canal	2/8/2019	9:30	12:00	2.5		80	Site Inspection, broke ice away from float in stilling well.
							Total hrs.	Total Miles
							148.5	3085



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
7d(1)

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 03-20-2019

Short Title of Agenda Item: FTE Ask
(No acronyms please) Office Assistant

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other FTE Ask

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 03182019 Department Head Required for all BOC meetings
[Signature] 3/18/19 Admin. Officer/BOC Office Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Planning Department is requesting consideration for an increase in the Office Assistant position from 19 hours per week to 34 hours per week, an increase of 15 hours per week. These hours are targeted to be during times when the Outreach Coordinator is not in the office to limit perceived space conflicts.

Attached to this Agenda Cover Sheet are a variety of documents supporting this request.

2. FISCAL IMPACT:

The annual increase for the first year of this change would be \$44,826.58.

3. SUGGESTED ACTION(S)/MOTION(S):

"I move to increase the approved hours for the Planning Department Office Assistant from the currently approved 19 hours per week to 34 hours per week, effective with the 2019-2020 budget year."

Attach additional background documentation as needed.

FTE Ask Executive Summary

Morrow County Oregon

A. Position Description & Dept. Office Assistant
 (Attach Job Description)

Pay Scale and Pay Range 6C

B. What is the TOTAL cost to Morrow County?

CHART OF ANNUAL EXPENSES PER FTE

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS & SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<u>CURRENT COST</u>	<u>\$18,040.88</u>	<u>\$1,674.19</u>	<u>Nothing extraordinary</u>	<u>None</u>	<u>\$19,715.07</u>
<u>PROJECTED COST</u>	<u>\$32,283.68</u>	<u>\$32,257.97</u>	<u>Nothing extraordinary</u>	<u>None anticipated</u>	<u>\$64,541.65</u>
<u>DIFFERENCE</u>	<u>Increase of \$14,242.80</u>	<u>Increase of \$30,583.78</u>			<u>\$44,826.58</u>

c. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>3.96</u>	<u>3.96</u>	<u>3.96</u>

Personnel Services History for the last three (3) years.
 (Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>\$275,153</u>	<u>\$316,453</u>	<u>\$344,566</u>

- D. How will this position be funded? Grants _____ Fees _____ General Fund X Other _____
If other, please explain:

The Planning Department does charge for services, but it is not sufficient to cover department labor costs. Historically personal services have been predominately, if not exclusively, covered by General Fund.

- E. Where will the position be located physically? Is there space for them?

This request is to increase the hours of the Office Assistant position from part-time (up to 19 hours per week) to 34 hours per week, an addition of 15 hours per week. The physical location of the position would not change, remaining in the Planning Department 'back office.' This space also accommodates the Outreach Coordinator and the GIS Planning Technician. Currently the Office Assistant and Outreach Coordinator sit 'back to back' to each other about 10 hours each week. The increase to 34 hours a week are planned to be hours when the part-time Outreach Coordinator is not in the office. The office area identified has held two employees for over three years, three employees for about two years, and in both cases has not proven to be problematic.

- F. Quantify what has occurred in your department to request an FTE?

Development. Increased pressure to assure adequate housing; continued growth at the Port of Morrow; energy projects, both seeking local approvals and those seeking Site Certificates through the Energy Facility Siting Council; support to our smallest communities as they attempt to deal with these same development and growth pressures; and processing development requests via Zoning Permits, Conditional Use Permits, or other mechanisms as required. Over the past several years there has been a slight increase in the number of permits issued, but more impactful has been the scrutiny of how Planning Department staff review and approve a variety of applications. As an example Zoning Permits a dozen years ago were routinely approved at the front counter; today the level of activity has Planning Department staff push all requests through a more stringent review that now regularly includes a completeness review prior to processing. As an example of increased complexity we are working collaboratively with Public Works on assuring that Rural Addresses and Access Permits are coordinated which increases the length of time to approval for Rural Addresses and the often associated residential development permits.

Increased Scrutiny. Morrow County has been placed on the map. The Port of Morrow is the second largest port in Oregon, workers in Morrow County earn the third highest wages in the state, and Morrow County is clearly at the crossroads of energy development. For these reasons and more interest groups are taking an interest: 1,000 Friends of Oregon is asking questions about the energy applications being reviewed; and the Department of Land Conservation and Development is taking an interest in how applications are being processed. These

inquiries are a higher level of scrutiny than we have customarily received. And they mean that we need to be making sound decisions, drafting findings and conclusions that can be tested and survive. There is also a clear need, based on the outcomes of applications over the past several years, that the guidance and regulatory documents that are in place need to be improved to better withstand this additional scrutiny now and into the future.

Need to Meet Legislative Requirements. ORS 92, ORS 195, ORS 197 and ORS 215 all have provisions that require counties to do certain things – review and approval of subdivisions, coordinate planning activities affecting land uses within the county, amend and revise comprehensive plans, and take action on permits within 150 days.

- Over the past year there has been an increased interest in land divisions and subdivisions for development purposes. There has been an associated increase in residential development permits.
- For the past approximately four years there have been several actions in and around Lone and Lexington to provide both residential and commercial or industrial land in support of their growth.
- For the second time in the past three years' work is starting on coordinated population, a service of Portland State University, that will benefit all of Morrow County. This should be followed by additional work in the Morrow County Comprehensive Plan as well as the Comprehensive Plans of all five communities to remove old provisions and to reference the new process and outcomes.
- Activities like the Buildable Lands Inventory and Housing Analysis just begin to address a full suite of needed improvements to the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance. Once this first step is completed review of Goal 10 Housing should be accomplished followed by a review and update to the residential, commercial and industrial use zones found in the Zoning Ordinance.

G. What is the benefit to Morrow County? And the citizens of Morrow County?

The desired end result is a more efficient and effective Planning Department. This would be achieved through a variety of actions:

- With the Planning Director continue to and improve the management of development permit (zoning permit, land use decision, conditional use permit, land division, and amendment requests) tracking, assignment and processing. Should Morrow County enter into an agreement with Umatilla County for onsite services this would be added to the list of development permits that need to be tracked and assigned.
- Allow for a more robust and thorough management of the many guidance and regulatory documents that the Planning Department is responsible for (Comprehensive Plan, Transportation System Plan, Zoning Ordinance, Subdivision Ordinance, Natural Hazard Mitigation Plan, Community Wildfire

Protection Plan, Code Enforcement Ordinance) including assuring the newest documents are available on the Morrow County website.

- Filter phone calls allowing planners to have more focused work time.
- Allow the Office Assistant to accomplish more of the duties outlined in the current job description which was written for a full-time position. Many of these duties not currently being accomplished by the Office Assistant are being completed by other Planning Department staff, further limiting their ability to accomplish their assigned duties. Some examples are scheduled file review, maintaining the register of processed applications, and supporting various mailings.

FTE Ask Supplementary Questions

1. Please summarize the expected outcomes for the additional 15 hours.

The work of the Office Assistant has continually increased over the past several years. It was designed as part-time (19 hours/week) several years ago when we realigned staff to create the current Planner I, Planner II and Senior Planner options along with the GIS Planning Technician. The intent at the time was to focus more on planning, less on administration. But it has become evident that there is much more work to accomplish than hours in the week. In trying to find that balance in task assignment, and acknowledging that the overall workload has increased, there are more tasks that are appropriate (and actually in the job description) for the Office Assistant. Quoting Dianna, "currently, I work through my weeks continually trying to stay afloat in the work expectations, while 'work we wish could get done' piles up in hopes of slow days. Occasionally I can accomplish some of that extra. Usually it ends up being a project started, but never completed."

The following would be a quick summary of expected outcomes:

- Timely processing of all financial components. While the intake of payments and payment of bills is being accomplished timely, other aspects including reconciliation and reimbursements have languished in recent months.
- Tracking of applications. To better understand the work coming through the department Dianna is now the clearinghouse for applications received by the department, working with me to assign those applications to staff. This is a new process and will result in better efficiency, but needs more work.
- Assist in document management. Not only do we need to update our current guidance and regulatory documents, there is also a need to convert our paper files to electronic versions over time. While these tasks are not always specifically assigned to the Office Assistant, this position does have inputs to these systems and is, in many respects, the more appropriate position (associated costs would be one consideration) to do the necessary work.

2. It is possible to compare staff/FTE with other County Planning Departments?

Many of the shops smaller than ours have one, sometimes two planners. If there is support staff they may cover absences, answer the phone (and take messages), but most often those planners are *attempting* to accomplish the width and breadth of the requirements on their own. The other side of the coin are the shops considerably larger than ours, often with other departments (building, onsite or public works) included in a large division. In those instances, as you review the organizational chart, you will find administrative support throughout the organization. Or as alternatives there are multiple assistant or associate planners who assume those administrative tasks, or there are business unit managers who appear to do little of the daily work focusing on the administrative tasks directly.

Umatilla County may be the best example of a shop similar to ours. As of last fall they had a staff of four full time planning staff and another one and a half for code enforcement. This was after a two FTE reduction in staff that has and will continue to affect their ability to maintain current work load or find ways to manage the larger projects to maintain and improve their guidance and regulatory documents (the same place we find ourselves). At that time the Planning Director was working to request an additional FTE.

The table below attempts to identify counties with similar development demands and also evaluates counties in our part of the state. These comparisons are difficult because no two counties have developed their planning program in the same way. Some counties have building or onsite activities within the planning department. Others may also serve as the economic development agency within the county, or have Veteran's or other staff within the program. And some departments have GIS or code enforcement staff. There are no two that are alike, and many are not even similar. Counties also differ in their investment into long range planning which includes activities such as maintenance and updates to guidance documents as well as regulatory documents. I hope you find this helpful. Most of this information comes from correspondence several months ago with many planning directors around the state; other information comes from conversations with some of these planning directors over the past several years.

County	Staff	Discussion
Umatilla (76,736) Neighbor	3 Planners 1 Code 1 Assistant	Umatilla County, as a neighboring county, could be considered similar to us. Two major differences include: size and activity level of the Port of Umatilla is significantly less than the Port of Morrow, and number of renewable energy projects, both permitted locally and through the ODOE, is smaller. Planning Director Bob Waldher has recently had a reduction of 2 FTEs and acknowledges that will significantly impact their ability to maintain service and accomplish long-range planning activities.
Union (25,810)	2 Planners 1 Assistant	While Union County has a larger population, their remote location and lack of development trends keeps their activity level lower.
Wasco (25,687)	7 Planners 1 Code 1 Assistant	Wasco and Hood River Counties may be more comparable to Morrow County when you consider development activity. The Port of The Dalles and Hood River Port both create a comparable level of development pressure. Wasco County has on staff long-range planners committed to and focused on maintenance of their guidance and regulatory documents.
Hood River (22,938)	4 Planners 1 GIS 1 Code 1 Support	
Curry (22,377) 3 rd Larger	2 Planners 1 Assistant	Even with a population double Morrow County's there is little comparison with Curry County. As a southern Oregon coast county there is limited development.
Crook (21,717) 2 nd Larger	4 Planners 1 Receptionist	Crook County, with about double the Morrow County population, shares common traits related to renewable energy development. Other common factors are limited.

Baker (15,980) 1 st Larger	4 Planners 1 Assistant	Baker County seems to have a large staff for their population and current development pressures. They do provide planning services for the City of Baker.
Morrow (11,153)	3 Planners 2 0.45 Assistants	
Lake (7,807) 1 st Smaller	1 Planner	With a single planner on staff there is ongoing frustration with the lack of resources to accomplish tasks beyond what is presented on a daily basis. Solar energy development over the past 10+ years has placed a significant development pressure on the current staff member.
Grant (7,209) 2 nd Smaller	2 Planners	As a county smaller than Morrow County this staffing level is probably consistent with the activity.
Harney (7,195) 3 rd Smaller	1.5 Planners	A variety of development pressures in Harney County have for several years created an unmet need for additional planning and support staff which remains unrealized.
Gilliam (1,190) Neighbor	1 Planner	As a neighboring county and one of Oregon's smallest counties this might appear to be a reasonable staffing level. However they regularly utilize contract or consultant assistance to address ongoing and regular work.

JOB DESCRIPTION

Date Prepared: ~~June 2015~~ January 2018

Position Title: Planning Office Assistant

Department: Planning Department

Supervisor: Planning Director

Position Overview: Under the direct supervision of the Planning Director, the Planning Office Specialist supports the Planning Department's office operation, provides support services for the Planning Commission, supports the Planning Director, and participates in special assignments.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: The work is accomplished in the office of the Morrow County Planning Department in Irrigon.

Preferred Qualifications:

Education and Experience – Associate degree in office administration, public administration or related field; or four years of experience in an office environment, preferably with a government agency; or a combination of the above.

Minimum Qualifications:

1. Education and experience – High School Diploma and at least two years of experience in an office environment.
2. Equipment Used - Personal computer and peripherals, Printers, Copy Machine, digital recording device, adding machine, fax, postage meter and telephone.
3. Ability to acquire an overview of land use planning procedures, regulations and processes used in Morrow County.
4. The communication skills necessary to handle requests and questions in a competent, courteous, and professional manner.
5. The ability to learn the techniques and procedures necessary to use the department software including: WordPerfect, Word, Excel and the digital recording software. Knowledge of the Internet and how to use email also required.
6. Knowledge of office techniques and procedures and the ability to implement them.
7. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
8. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
9. Be certified as a Notary Public or have the ability to obtain certification.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Ability to enter and retrieve data from County computers and software.
4. Ability to answer phones and transfer calls if appropriate.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to perform basic math functions.
3. Ability to greet customers in the office and on the phone in a courteous and professional manner.
4. Ability to work with customers in occasionally stressful situations.
5. Regular and predictable attendance.

Job Duty Outline:

- I. Coordinate the office functions and procedures of the Planning Department.
 - A. Provide administrative support for the Planning Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Assist planning staff in issuing permits administered by the Planning Department.
 - D. Maintain the electronic register of processed applications.
 1. At the time application files are set-up update the appropriate electronic register (Conditional Use Permit, Land Partition, Variance, etc.)
 2. Periodically print an updated electronic register to update the Master Log Book in the Planning Department.
 - E. Assist in the implementation and maintenance of a system of scheduled file review (hardship variances, home-based businesses, etc.).
 - F. Manage the Planning Department budgets (Planning Department, Heritage Trail Fund, Building Permit Fund and Water Fund).
 1. Set up budget tracking binders annually.
 2. Track grant funds and complete necessary grant paperwork.
 3. Receive and track revenue in appropriate budgets.
 4. Pay necessary invoices and charge to appropriate budgets.
 5. Assist the Planning Director to assure that the Planning Department operates within the allocated budget.
 - G. Maintain the Planning Department filing system and files.
 1. Maintain the current filing system which includes daily filing and purging as appropriate.
 2. File the original Affidavits of Publication in the appropriate yearly file.
 3. Assist in filing projects, including changes to the filing system.
 4. Assist in electronic filing projects, including conversion of paper files to electronic files.
 - ~~H. Manage the Building Checkout program for after hour use of the Irrigon Court Room.
 1. Provide the Building Checkout form for individuals to complete. Once~~

~~complete log on the calendar and file the form.~~

~~2. Provide building keys to individuals and verify key return.~~

~~H.~~ Maintain various office functions, including but not limited to: office machines, office supplies, and mailing labels.

~~J.~~ Maintain, in cooperation with the Planning Director and other Planning staff, the Planning Department web site. This includes any community involvement platforms or other web based activity that the Planning Department utilizes.

~~KJ.~~ Support and complete various daily office functions shared with other Planning staff, including answering phones, delivering or picking up the mail, and hanging or removing the Flag.

~~LK.~~ Support other departments as may be necessary, such as assisting with the paperwork for the North Transfer Station.

II. Provide administrative support to the Planning Commission.

A. Assist Planning Staff to prepare and distribute the monthly agenda.

1. Assist Planning Staff with the distribution of the monthly agenda to the Planning Commission, affected agencies, applicants and other interested parties.

B. Assist Planning Staff to prepare, assemble and distribute information packets for the Planning Commission meetings.

1. Prepare copies of the monthly Agenda, Minutes, Preliminary Findings of Fact and other identified documents for distribution to the Planning Commission, applicants and affected agencies.

2. Assemble the above identified copies for each recipient.

3. Distribute the above identified copies for each recipient.

C. Develop and maintain files necessary for the administration of the Planning Commission and assist the Planning Director in Planning Commission correspondence.

1. Commissioner terms.

2. Commissioner mileage.

3. Planning Commission correspondence.

4. Other information, as required.

III. Department Organization

A. Communicate with other department employees to effectively and efficiently coordinate work programs.

B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.

C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

OFFICE ASST. .475 FTE 38HR 6C	
FY 19-20	
YR.SALARY	\$18,040.88
HEALTH&DENTAL	\$0.00
FICA	\$1,118.53
RETIRE	\$0.00
UNEMP	\$270.61
DISAB.	\$0.00
LIFE	\$0.00
W.C.	\$23.45
MEDICARE	\$261.59
AIRLINK	\$0.00
TOTAL BENEFITS	\$1,674.19
HOURLY OVERHEAD	\$1.69
AVG HR COST	\$18.26
TOTAL COST W/BENEFITS HR.	\$19.95
YEARLY SAL. PLUS BENEFITS	\$19,715.07

10/18/2018

OFFICE ASST. .85 FTE 6C	
FY 19-20	
YR.SALARY	\$32,283.68
HEALTH&DENTAL FAMILY	\$21,094.92
FICA	\$2,001.59
RETIRE	\$8,006.35
UNEMP	\$484.26
DISAB.	\$62.00
LIFE	\$52.00
W.C.	\$38.74
MEDICARE	\$468.11
AIRLINK	\$50.00
TOTAL BENEFITS	\$32,257.97
HOURLY OVERHEAD	\$18.25
AVG HR COST	\$18.26
TOTAL COST W/BENEFITS HR.	\$36.51
YEARLY SAL. PLUS BENEFITS	\$64,541.65

10/16/2018

OFFICE ASST. 1.0 FTE 6C

FY 19-20

YR.SALARY	\$37,982.28
HEALTH&DENTAL FAMILY	\$24,817.56
FICA	\$2,354.90
RETIRE	\$9,419.61
UNEMP	\$569.73
DISAB.	\$62.00
LIFE	\$52.00
W.C.	\$49.37
MEDICARE	\$550.74
AIRLINK	\$50.00
TOTAL BENEFITS	\$37,925.91
HOURLY OVERHEAD	\$18.23
AVG HR COST	\$18.26
TOTAL COST W/BENEFITS HR.	\$36.49
YEARLY SAL. PLUS BENEFITS	\$75,908.19

10/16/2018



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
7d(2)

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Darrell Green
Department: Administration
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 03/20/2019

Full Time Equivalent (FTE) Ask for the Parks Department

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 Minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Parks Department is requesting a full time Park Ranger to aid with the increase work load at the County Parks. The work load has increased at the Parks for additional users and guests and we expect to see this increase in future years. There is an increase in maintenance with trails, buildings, campground facilities and equipment. This position is also part of a succession plan for our Parks General Manager. There are numerous responsibilities that need to be communicated and trained on related to the Parks.

FTE Ask Summary and job description is attached.

2. FISCAL IMPACT:

Grant funded- estimated increase in personnel cost for 2019-20 is \$49,862. Capital outlay for a truck is \$40,000 to be used by the Park Ranger

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve forwarding the Park Ranger position and the capital outlay for a truck to the Budget Committee.

Attach additional background documentation as needed.

FTE Ask Executive Summary

Morrow County Oregon

A. Position Description & Dept. Park Ranger
 (Attach Job Description)

Pay Scale and Pay Range Range 11 (FY17/18 \$3,454 monthly)

B. What is the TOTAL cost to Morrow County?

CHART OF ANNUAL EXPENSES PER FTE

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS & SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<u>CURRENT COST</u>	29,664	5,307	500	0	35,471
<u>PROJECTED COST</u>	42,684	42,149	500	40,000 vehicle	125,333
<u>DIFFERENCE</u>	13,020	36,842	0	40,000	89,862

C. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

<u>YEAR</u>	<u>2016/2017</u>	<u>2017/2018</u>	<u>2018/2019</u>
<u>FTE</u>	0	14,339	0

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

<u>YEAR</u>	<u>2016/2017</u>	<u>2017/2018</u>	<u>2018/2019</u> Budgeted / Jan 24, 2019 Actual
<u>FTE</u>	175,977	176,205	203,160 / 91,689*

*34,971 Not yet used (Ranger)

FTE Ask Executive Summary

Morrow County Oregon

D. How will this position be funded? Grants Fees _____ General Fund _____ Other _____
If other, Please explain:

This is a 100% grant funded position. Should grant availability change position may be vacated.

Parks will have to buy the pickup and flatbed and a new center console (400.00) with maybe 150.00 on incidentals.

All emergency lighting and equipment will Be removed from the current pick up and installed onto the new one by AVS at no charge.

Emergency services Will provide all radios at no cost to the county. AVS is the outfitter for all emergency vehicles in Morrow County.

E. Where will the position be located physically? Is there space for them?

Position will be located at the Off-Highway Vehicle Park (OHV) support/welcome building and or

OHV shop. Regarding space for individual yes, there is an area where office work/reports can be completed.

F. Quantify what has occurred in your department to request an FTE?

The growth and increase of the park system from not only users/quests visits but the increase of trail, equipment, structure and campground facility maintenance duties. These duties include but are not limited to maintenance/upkeep, record keeping, travel time between parks, work areas or town for supplies, or assisting park users/quests with issues, concerns and or requests that they may have.

G. What is the benefit to Morrow County? And the citizens of Morrow County?

By having a full time Park Ranger it will aid with work loads and the ability to perform tasks in different locations more efficiently and have the ability to address issues more rapidly. The benefit to no only for the County and its citizens as well as visitors to the area is that it permits multiple items or projects to be addressed at a time. It also places a person at the park should items or issues need to be addressed at times when the manager may need to be away.

PARK RANGER RANGE 11

YR.SALARY	\$42,684.00
HEALTH&DENTAL	\$24,817.56
FICA	\$2,646.41
RETIRE	\$10,585.63
UNEMP	\$568.40
DISAB.	\$62.00
LIFE	\$52.00
W.C. 5511	\$2,748.85
MEDICARE	\$618.92
AIRLIFE	\$50.00

TOTAL	\$42,149.77
OVERHEAD	\$20.26
AVG HR COST	\$20.52
AVG OT COST	\$30.78
TOTAL COST	\$40.79
TOTAL COST W/OT	\$51.05

01/03/2019

JOB DESCRIPTION

Date Prepared: December 2018

Position Title: OHV Park Ranger

Department: Public Works

Supervisor: Morrow County Parks General Manager

Position Overview:

Under the supervision of the Parks General Manager, the Park Ranger performs a variety of maintenance tasks throughout the three (3) County Parks. This position is grant funded. The Park Ranger is responsible for keeping all aspects of the Parks System operating and in good condition. They will be assisting the general manager in the accurate reporting of purchases and inventory of all maintenance materials used. The position will provide a daily activity log to Parks General Manager.

The Park Ranger will assist the general manager to oversee any and all construction projects at the parks as well as assist the general manager when not on site with guidance of all volunteer help and projects to ensure quality work and safety practices are followed. This may be from 2 to 10 people. They will be assisting the general manager to track and document projects which are carried on in the park during the absence of Parks General Manager. This person will keep an accurate list of those projects and see to it that they are implemented properly, following the Park Master Plan.

The person in this position will be working a 40-hour work week and will be required to have the ability to work a flex schedule in order to facilitate their presence on weekends and during large and small park-hosted events.

This position requires the knowledge and ability to use a computer and GPS, hand tools and several different types of equipment including truck, back hoe, CAT Skid Steer and all related attachments, as well as chain saws, quads and other 4 x 4 maintenance equipment. The person in this position must be able to maintain any and all related equipment. The person in this position must possess a thorough knowledge of mechanics in order to maintain park equipment and make minor repairs.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command:

Reporting Positions:

Upon absence of General Manager to assist in directing daily project, all Part Time Help & Park Hosts.

Working Environment: Work is performed at the Morrow County Parks. Work is performed without regard to weather conditions. Lifting heavy objects is an integral part of this position. Flexible work schedule required.

Qualifications:

1. Education – High School Diploma.
2. Experience - Two years' experience in all forms of general maintenance, trail maintenance preferred.
3. Equipment used - Pickup truck, snow-plow, dozer, CAT, Skid steer, trailer, dump truck, backhoe, tractor, mowers, Quad, 4x4 Utility Vehicle, assorted hand and power tools.
4. Knowledge, ability and skill to problem solve with respect to a wide variety of equipment, mechanical systems and maintenance situations involving trail work and forestry problems.
5. Knowledge of trail maintenance, design and repair preferred.
6. Knowledge of basic electrical wiring preferred.
7. Knowledge of computer operation preferred.
8. Knowledge of basic carpentry skills preferred
9. Ability to obtain a CDL Class A driver's license.
10. Ability to obtain certification in Woodland Fire Fighting.
11. Ability to obtain First Aid certification.
12. Ability to assist general manager in guidance to employees and volunteers at remote job sites.
13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, safety, operations and organization.
14. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
15. Ability to use timber related equipment.

Essential Job Functions:

Physical:

1. Ability to lift up 50 pounds or more on a frequent basis.
2. Ability to walk on all terrain, in all weather conditions.
3. This position includes outdoor work in all weather conditions, including temperature extremes.
4. Eye-hand coordination and manual dexterity are essential.
5. Ability to operate motorized vehicles and motorized equipment.
6. Regular and predictable attendance.

Mental:

1. Ability to speak, read and comprehend English.
2. Ability to read and comprehend instruction and maintenance manuals.
3. Ability to communicate with Park patrons in a calm and professional manner during occasionally stressful situations.
4. Ability to organize projects and tasks with changing priorities.
5. Ability to deal with shift changes on an as-needed basis.

Job Duty Outline:

- I. Repair and maintenance of all Parks Operations Systems
 - A. Assist general manager to maintain a maintenance schedule for existing parks infrastructure, including routine inspection and patrol.
 - B. Inspect and maintain all trail infrastructure systems in good repair, all equipment.
 - C. Perform repairs, as needed.
 - D. Perform scheduled trail maintenance, as required.
 - E. Respond to any emergency involving trail maintenance in a timely manner.
 - F. Perform snow removal, as required.
- II. Manage OHV Park Operations.
 - A. Assist general manager with guidance of all OHV Park employees and volunteers while doing project work.
 - B. Work closely with the Parks General Manager and assist when needed in the care of all Parks campgrounds
 - C. Perform scheduled trail improvements as weather and conditions permit.
 - D. Report daily, by email, with the Parks General Manager of all activity.
 - E. When general manager is not on site, provide guidance to volunteers in the Trail System.
 - F. Maintain all equipment and buildings in good repair.

- III. Plan projects in the OHV Park Trail System.
 - A. Identify Projects and report to general manager.
 - B. Identify supplies and equipment needed for projects and their costs.
 - C. Develop a plan of action for the project.
 - D. When general manager is not on site, supervise all labor involved in the project, including contract labor and volunteers.
 - E. Provide written updates as required by Parks General Manager

- IV. Perform all tasks in a safe and efficient manner.

- V. Perform fixed asset inventory and maintain records.

- VII. Department Organization
 - A. Communicate with other department employees to effectively and efficiently assist to coordinate work programs.
 - B. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

In 2017 the State passed a bill HB2017 that is a 1/10 of 1% employee tax for Public Transportation. This bill is known as the Statewide Transportation Improvement Fund (STIF). Morrow County is a Qualifying Entity to receive these fund that will be collected from Morrow County Employees. In order for Morrow County to receive these dollars there had to be an Advisory Committee established and this committee had to study the needs of Public Transportation in Morrow County and decide projects that would fill the needs for Public Transportation in Morrow County. Two of the projects involve the hiring of employees. One of the projects is to increase the hours of the dispatchers position to a full time position which will be greatly needed with establishment of fixed routes and increase in ridership that will happen when the these projects and the other project in the template to the State come on line for The Loop Morrow County Transportation.

Other projects in the STIF Template will be the establishment of fixed routes. When the fixed routes come on line there will be a need to hire bus drivers to fill the driver positions. I am asking for these positions to be approved now so that when the routes are established we can advertise and move forward with the routes as quickly as possible. The first route that we are planning to establish is a Boardman/Port of Morrow to Umatilla and Hermiston. We are proposing to the industry people at the Port of Morrow the idea of them helping to reimburse The Loop Morrow County Transportation for the cost of the driver for this route.

2. FISCAL IMPACT:

None to Morrow County, these are grant funded positions.

3. SUGGESTED ACTION(S)/MOTION(S):

Move to increase part time dispatcher from 19 hours a week to 40 hours per week.

Move to add transit driver positions as funds become available and fixed routes are established in Public Transit.

Attach additional background documentation as needed.

FTE Ask Executive Summary

Morrow County Oregon

A. Position Description & Dept. Dispatcher The Loop Morrow County Transportation
 (Attach Job Description)

Pay Scale and Pay Range 3B

B. What is the TOTAL cost to Morrow County?

CHART OF ANNUAL EXPENSES PER FTE

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS & SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<u>CURRENT COST</u>	<u>\$15,000</u>	<u>\$5,300.00</u>			
<u>PROJECTED COST</u>	<u>\$30,500</u>	<u>\$34,100.00</u>			
<u>DIFFERENCE</u>	<u>\$15,500</u>	<u>\$28,800.00</u>			

c. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>1</u>	<u>1</u>	<u>1.5</u>

Personnel Services History for the last three (3) years.
 (Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>\$63,000</u>	<u>\$70,000</u>	<u>\$97,000</u>

FTE Ask Executive Summary

Morrow County Oregon

D. How will this position be funded? Grants X Fees General Fund Other
If other, Please explain:

E. Where will the position be located physically? Is there space for them?

Bartholomew Building Room 114 Yes

F. Quantify what has occurred in your department to request an FTE?

With the passage of HB2017 or the Statewide Transportation Improvement Fund (STIF) Morrow County is expected to receive money. One of the projects that is in the Morrow County STIF Template is to increase the Dispatch position from part time to full time. With the increase in dollars and the projects projected in the STIF Template Public Transportation in Morrow County is expected to continue to grow. With the additional hours to this position she will be able to put routes into the software program. Currently she is only able to get information down on paper and on a spread sheet. Afternoons could be used to utilize the software program better by entering information in to compromise routes that the drivers will be taking for their planned trips. With the new dollars comes new projects that I will need to be handling. I will need more time for planning researching and organizing the new fixed routes that will be added to the program. With these fixed routes it will also mean more vehicles that will need attention to for maintenance and repairs. I will need to be spending more time in the schools and out in the public for outreach as one of the projects is acquiring outreach materials and promotional items. Plans are always needing updated to comply with State and Federal regulations so freeing up my time to do this in a timely manner will improve the efficiency of this office. The State continually has training that they would like me to go to that are for a couple of days but I sometimes have to pass up on because I do not like leaving the office closed for more than half a day. I would be able to attend these trainings by making the dispatch position full time. As you can see there is a lot more too public transportation than meets the eye.

G. What is the benefit to Morrow County? And the citizens of Morrow County?

Public transportation is huge benefit to the growth of Morrow County and to the livability of Morrow County citizens that do not have a car or any transportation to get to work, medical appointments, shopping, and entertainment. Public transportation also gives businesses, workers and the citizens of Morrow County the ability to connect with other public service transportation providers to meet the travel needs for everyday living. Businesses will take a second look at Morrow County if we have reliable fixed route transportation for their employees to use.

Nichole

Anita Pranger

From: Ronda Fox
Sent: Friday, September 28, 2018 1:28 PM
To: Anita Pranger
Subject: RE: Overhead rate sheet

Here you go. I did calculate it with the 3% COLA Sorry for the delay.

SPECIAL TRANS. OFFICE SUP. 3B	
18-19 FY	
YR.SALARY	\$30,336.00
HEALTH&DENTAL FAM	\$23,590.56
FICA	\$1,880.83
RETIRE	\$7,523.33
UNEMP	\$455.04
DISAB.	\$62.00
LIFE	\$52.00
W.C. 8810	\$39.43
MEDICARE	\$439.87
LIFE FLIGHT	\$50.00
TOTAL	\$34,093.06
OVERHEAD	\$16.39
AVG HR COST	\$14.58
TOTAL COST PER HR	\$30.98
COST PER YEAR	\$64,429.06

09/28/2018

Ronda Fox
Finance Management Assistant
Morrow County
rfox@co.morrow.or.us
541-676-5616

The Loop Morrow County Transportation

Dispatcher Job Description

Job Title: The Loop Dispatcher
Responsible To: Transportation Coordinator
Location: Geographical area of Morrow County Transportation service.

General Responsibilities: Under general supervision, schedules and dispatches The Loop Morrow County Transportation program and demand responsive transportation services for Veteran's, elderly & disabled clients and general public customers in accordance with requests, available resources, and Morrow County Transportation Program Standard Operating Procedures (SOP). Position is dependent on funding.

Duties and Responsibilities

Essential Job Functions

- Promptly and professionally responds to passenger service requests from Veteran's, elderly, disabled customers, and others and schedules transportation service, in order to meet the needs of Morrow County Transportation passengers, and to assure timely, respectful services in accordance with State & County policies and Program SOP.
- Answers customer service telephone, provides general information and determines specific service needs; uses computerized system and/or manual system to make transit service reservations; enters customer information into database.
- Responds to customers' needs in a timely and professional manner; carefully communicating abilities and inabilities of the transit and paratransit system.
- Working under management guidance, makes routine choices within established procedures as well as solve problems through the use of data interpretation and analysis.
- Assists the Transportation Program Coordinator with preparation of driving assignments for transportation drivers; makes adjustment to trip schedules based on customer calls, alerts drivers to changes; researches addresses and verifies destination information.
- Trouble-shoots problems encountered while providing service and takes steps to remedy identified problems and coordinates with the Transportation Program Coordinator on problem resolution.
- Communicates with drivers using phones and/or computer to discuss and schedule customer service requests, road and weather conditions and scheduling problems; acts as a resource for the drivers via phone to discuss scheduling or safety issues during trips
- Prepare, maintain and distribute trip schedules, log sheets or other needed information to drivers and Transportation Program Coordinator.
- Maintains records and provides clerical support to Transportation Program Coordinator when requested.
- Performs other duties as assigned.

Requirements

- Experience in working with or attending to the special needs of elderly and/or disabled persons.
- Experience supervising and working with volunteers.
- Ability to exercise discretion regarding customer confidential matters.
- Knowledge or ability to learn and implement transit program procedures, regulations and requirements with respect to safety, operations and organization.
- Excellent communication skills using the telephone, computer and in person.
- Knowledge of the safe and efficient operations of transit vans and buses.
- Ability to understand and follow written and oral instructions
- Good organizational skills and ability to handle multiple tasks simultaneously.

- Knowledge of local and regional geographical area, road systems and the locations of landmarks or special venues or the ability to learn this information
- Ability to establish and maintain effective working relationships with volunteers, co-workers and the public.
- Attentive to cost-effectiveness of program resources.

Other Skills/Abilities

- Basic computers skills that include word, processing, spreadsheets and email.
- Telephone communication protocol.
- Ability to work flexible hours.
- Able to communicate with Spanish speaking clients.

Physical Demands

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Minimum Qualifications

Ability to learn specific skills required to dispatch operations. Knowledge of community services, organizations and of program rules and regulations. Accuracy in recordkeeping. Knowledge of state and federal funding. Ability to provide accurate reports. Capable of providing assistance as may be assigned to this position. Possess the ability to interact with individuals who may have difficulty communicating needs or understanding details. Time management and problem solving skills.

Signature of Employee

Date

Signature of Supervisor

Date

FTE Ask Executive Summary

Morrow County Oregon

A. **Position Description & Dept.** Transit Driver
 (Attach Job Description)

Pay Scale and Pay Range _____

B. **What is the TOTAL cost to Morrow County?**

CHART OF ANNUAL EXPENSES PER FTE

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS & SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<u>CURRENT COST</u>					
<u>PROJECTED COST</u>	<u>27,040.00</u>	<u>33,032.00</u>			<u>60,072.00</u>
<u>DIFFERENCE</u>					

C. **FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)**

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>1</u>	<u>1</u>	<u>1.5</u>

Personnel Services History for the last three (3) years.
 (Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>63,000.00</u>	<u>70,000.00</u>	<u>97,000.00</u>

FTE Ask Executive Summary

Morrow County Oregon

**D. How will this position be funded? Grants X Fees General Fund Other X
If other, Please explain:**

Funding for this position will come from Statewide Transportation Improvement Fund and private employers.

E. Where will the position be located physically? Is there space for them?

This position will be located in Boardman and yes they will be driving a vehicle and not need an office.

F. Quantify what has occurred in your department to request an FTE?

The Loop Morrow County Transportation will be receiving STIF funds in the near future. Part of being able to spend these funds was to pick and prioritize projects for growing transportation within Morrow County. One of the projects that was listed on the template that was submitted to the State of Oregon for their approval was a fixed route from the Port of Morrow to Hermiston. I have had several meetings with Port of Morrow to receive feedback about this route to see if they would be interested in helping out with a driver. I have received favorable replies that this would be something that the employers would be interested in helping out with.

G. What is the benefit to Morrow County? And the citizens of Morrow County?

Public transportation is vital to the growth of Morrow County and to the livability of Morrow County Citizens that do not have a car or any transportation to get to work, to medical appointments, shopping and other activities as need for everyday living.

LOOP DRIVER

80 HR PER PAY PERIOD

YR.SALARY	\$27,040.00
HEALTH&DENTAL FAMILY	\$23,590.56
FICA	\$1,676.48
RETIRE	\$6,705.92
UNEMP	\$405.60
DISAB.	\$62.00
LIFE	\$52.00
W.C. 7380	\$97.34
MEDICARE	\$392.08
LIFE FLIGHT	\$50.00

TOTAL	\$33,031.98
OVERHEAD	\$15.88
AVG HR COST	\$13.00
TOTAL COST PER HR	\$28.88
COST PER YEAR	\$60,071.98

09/05/2018

JOB DESCRIPTION

Date Prepared: February 2019

Position Title: Transit Driver

Department: Morrow County Loop Transportation Services

Supervisor: Transit Coordinator

Position Overview: Under the general supervision of the Morrow County Transit Coordinator, the Transit Driver is responsible for safely operating transit vehicles, assisting elderly and physically disabled public riders on and off of the vehicle. This position is grant funded. If funding ceases, this position may be vacated.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions: none

Working Environment: The work and responsibilities are performed in and outside of a transit vehicle, traveling on roads in all weather conditions. Keeping vehicle clean, fueled, and routinely checked for service. There are schedules that are required to be met.

Qualifications:

1. High school diploma or equivalent.
2. Valid Oregon Driver's License required. Valid Oregon commercial driver license (CDL) with a passenger endorsement and have current DOT medical examiner's certificate recommended.
3. Strong oral and written communication, preference given to Spanish speaking applicants.
4. Excellent customer service and customer relation skills.
5. Must provide safe driving, obeying all traffic laws and adhere to safety and security rules and regulations applicable to the transportation of passengers including the general public, persons with disabilities, and the elderly.
6. Learn all bus routes, schedules, streets, and bus stop locations provided by our public transit program.
7. Ability to drive under all conditions of weather, roadways, and traffic while successfully dealing with passengers, routes, and schedule requirements.
8. Ability to resolve conflicts and customer complaints in a courteous, professional manner.
9. Maintain punctual and regular, reliable attendance to provide dependable service to the public; complete all work (including paperwork) in a timely manner.
10. Ability to remain flexible in handling changes that may occur without much prior notification.
11. Must follow all safety rules and regulations related to transit services and dealing with emergency situations.
12. Undergo all training required.

Essential Job Functions

Physical:

1. Ability to meet Oregon Driver's License standards.
2. Speak clearly to provide information.
3. Sit in a transit vehicle for extended periods without a break and work longshifts, when needed.
4. Use of full body capacities to *properly* and safely operate transit vehicles, conduct inspection of vehicles, and to assist passengers.
5. Maneuver wheeled passenger devices (approximately 600 lbs.)
6. Lift up to 50 lbs.
7. Ability to work in environmental factors including exposure to dirt, pollen, odors, wetness, humidity, rain, fumes, temperature, noise, machinery, vibrations, electric currents, traffic hazards, animals/wildlife, toxic/poisonous agents, violence, disease, or pathogenic substances.

Mental:

1. Ability to understand and comprehend written and oral instructions.
2. Ability to read, write and comprehend English.
3. Ability to communicate effectively in both written and verbal form.
4. Ability to perform basic math functions.
5. Ability to maintain confidentiality of work-related information and materials.
6. Ability to greet clients and the public in a courteous and professional manner.
7. Ability to work with passengers and the public in occasionally stressful situations.
8. Ability to explain County Transit practices and policies to a wide range of audiences, with diplomacy and tact, some of whom may be angry or agitated.
9. Ability to use persuasiveness or assertiveness skills, as well as sensitivity to the point of view of others.

Job Duty Outline:

1. Complete vehicle pre/post trip inspections as required and utilizing methods designated by the Oregon Department of Transportation (ODOT) and the Federal Transit Administration (FTA). Prepare and submit vehicle inspection report and advise dispatcher of any immediate repairs or irregularities needing attention.
2. Complete and submit legible and complete daily trip sheets to dispatcher for immediate logging, data entry, and filing as needed.
3. Operate up to a 14 passenger vehicle on various routes and schedules providing service to the general public, persons with disabilities, and the elderly.
4. Assist passengers as needed with boarding or disembarking vehicles including assistance with wheelchairs, competently using wheelchair lift to board passengers with a variety of wheeled mobility devices. Properly secure passengers in wheeled mobility devices.
5. Promote good passenger relations by providing positive interaction and treatment of passengers; greet passengers in a tactful and professional manner; assist with seating, questions, directions, and other public service related matters; assure

- passenger comfort, safety, and security.
6. Complete, prepare and submit any required paperwork accurately and as scheduled, including but not limited to timesheets, trip incident forms, accident forms, and vehicle inspection forms; submit safety memorandums; and/or other miscellaneous reports as required.
 7. Fuel vehicles and turn in receipts.
 8. Maintain communication with dispatcher, other transit vehicles, and Public Transit supervisory staff as instructed with mode of communication provided for bus driver use to report unusual conditions, reportable incidents, vehicle collisions, road conditions, passenger safety and security issues, traffic or vehicle equipment problems.
 9. Utilize universal health and safety precautions when handling blood, urine, feces, vomit and/or other potentially infectious materials to prevent disease transmission.
 10. Must remain calm and in control following an incident involving a passenger and/or other vehicle including directing evacuation of the bus, if necessary; responsible for passenger safety and security following a bus evacuation, responsible for mitigating passenger injury; responsible for vehicle safety and security following an incident.
 11. Maintain courteous and professional conduct with co-workers, passengers, and the general public at all times projecting a positive public image of our public transit program and services offered.
 12. Responsible for the interior and exterior cleanliness of vehicles including outdoor work in inclement weather and daily pick up and sanitation of the vehicle interior.
 13. Care for and turn in lost and found articles to dispatcher.
 14. Attend training sessions and meetings as assigned.
 15. Assist with problem solving by documenting complaints; make recommendations for changes that would improve policy or procedures and improve the public transit program and services it provides to the public; research and draft suggested policy and/or procedural changes and submit to dispatcher.
 16. Assist in training new hires in policy, procedures, transit skills, and learning the various routes and services.
 17. Perform other duties as assigned.
 18. Must satisfactorily pass background screening.

I. Department Organization

- A. Communicate with other department employees and agencies to effectively and efficiently coordinate work programs.
- B. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

Reclassification Request – Juvenile Office Support Specialist

March 6th, 2019

Thank you for your detailed Reclassification Request

Your request was studied in depth and an evaluation of the updated job description was done with Morrow county's current adopted tool, JobMeas®.

Based on reference of a Legal Secretary in your reclassification request the County has reached out to three other Counties and requested information on the differences between the Job Description of Legal Secretary in the District Attorney's office and Secretary in the Juvenile Department. These findings are described as follows:

- Sherman County has a Legal Assistant/Paralegal and no Juvenile Assistant
 - The Paralegal serves in a more advanced position and the pay scale is \$3552-\$4762
- Douglas County has Legal Assistants that are classified by two steps in the Juvenile Department and three steps for District Attorney Assistants. All positions are based on the same knowledge and job duties and are stepped according to years of education, training, and experience.
 - Juvenile Legal Assistant 2 (4+years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 2 (4+ years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 3 (5+ years) pay scale of \$2790-\$3988
- Baker City has an Office Manager 2 in the Juvenile department and a Legal Assistant in the District Attorney's office. The weight of the Office Manager 2 position shows that this employee is required to Manage an employee as well as direct support to a department supervisor. Their legal Assistant job description shows independent drafting of legal documents.
 - The Office Manager 2 position shows a pay scale of \$2889-\$3513
 - The Legal Assistant position shows a pay scale of \$2952-\$3585

Based on the JobMeas® evaluation system and the comparable Job Descriptions used in the Reclassification request, the Juvenile Department Office Support Specialist remains in Pay Range 8 with a scale of \$3073-\$3922.

If you are not satisfied with this decision, you may pursue a Request for Review, as outlined in the Morrow County Personnel Policies, Section 6.4.

If you have questions regarding the process, please feel free to meet with me for discussion. Thank you again for your request.

Karmen Carlson
Human Resources Manager
Morrow County Oregon

•• JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.



P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Human Resources

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

March 8th, 2019

Reclassification Request – Care Coordinator

Thank you for your detailed Reclassification Request

Your request was studied in depth and an evaluation of the updated job description was done with Morrow County's current adopted tool, JobMeas©.

Based on review of the level of education required, the supervisory status, and the ongoing management of the program, the JobMeas© evaluation system was processed and the calculations remain at 16 on the General Union Pay Scale.

The County made serious consideration for the quality program and the dedication to service that is required in this position. The assessment to maintain this job description at the current level was not easy but it is the judgement of the Administration that it is the right decision.

If you are not satisfied with this decision, you may pursue a Request for Review, as outlined in the Morrow County Personnel Policies, Section 6.4.

If you have questions regarding the process, please feel free to meet with me for discussion. Thank you again for your request.

Karmen Carlson
Human Resources Manager
Morrow County Oregon

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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
7f

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Karmen Carlson/Kate Knop
Department: Human Resources/Finance
Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 3/20/2019

Compensation Committee and Non Represented Employees Wages

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 30 min
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Karmen Carlson 3/18/2019 Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Compensation Committee met on February 12th, 2019 at 1:30pm. The Morrow County Board of Directors were delivered compensation information on March 6th, 2019. The BOC requested additional information and it is being provided at this meeting. Please see the additional information packet as requested.

The Following Items have been attached are are presented for the Boards review.

1. Fiscal Impact information
2. Elected Compensation History
3. District Attorney/County Council Compensation History

Neither Finance nor the Human Resources Department have any recommendations regarding Compensation of Elected or Non represented Employees.

Past practices shows that the BOC was presented with this information and the discussion was brought to vote at a later date. Human Resources and Finance request that the discussion be presented for a vote on March 20th, 2019.

2. FISCAL IMPACT:

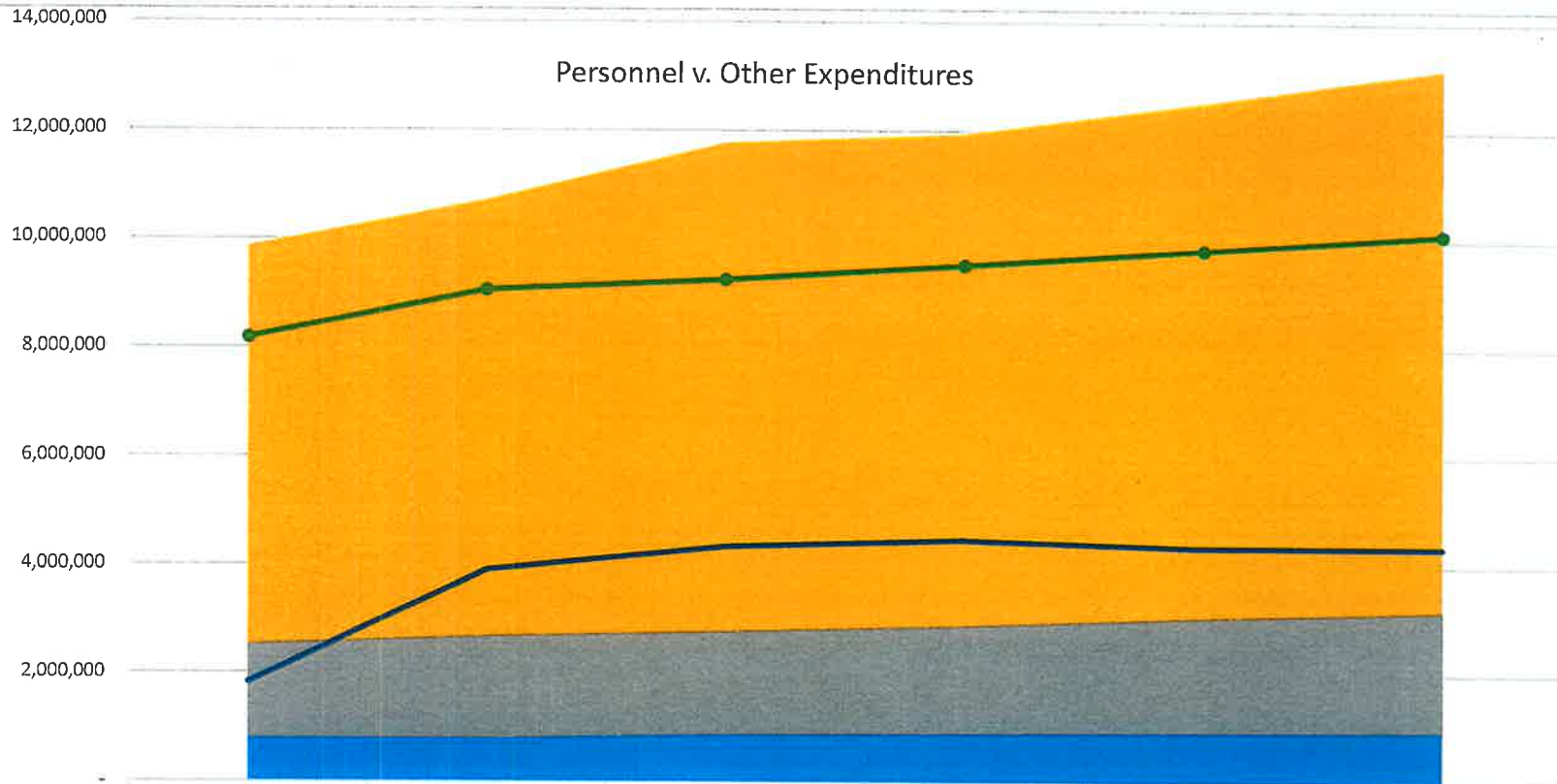
3. SUGGESTED ACTION(S)/MOTION(S):

The Recommendations from the Compensation Board are being delivered to the Board Of Commissioners for inclusion in the Budget Document. Also being delivered is the Fiscal Impact of a COLA for Non Represented Employees.

At this time it is recommended that the Board of Directors vote on compensation for both elected officials as well as Non Represented Morrow County Employees.

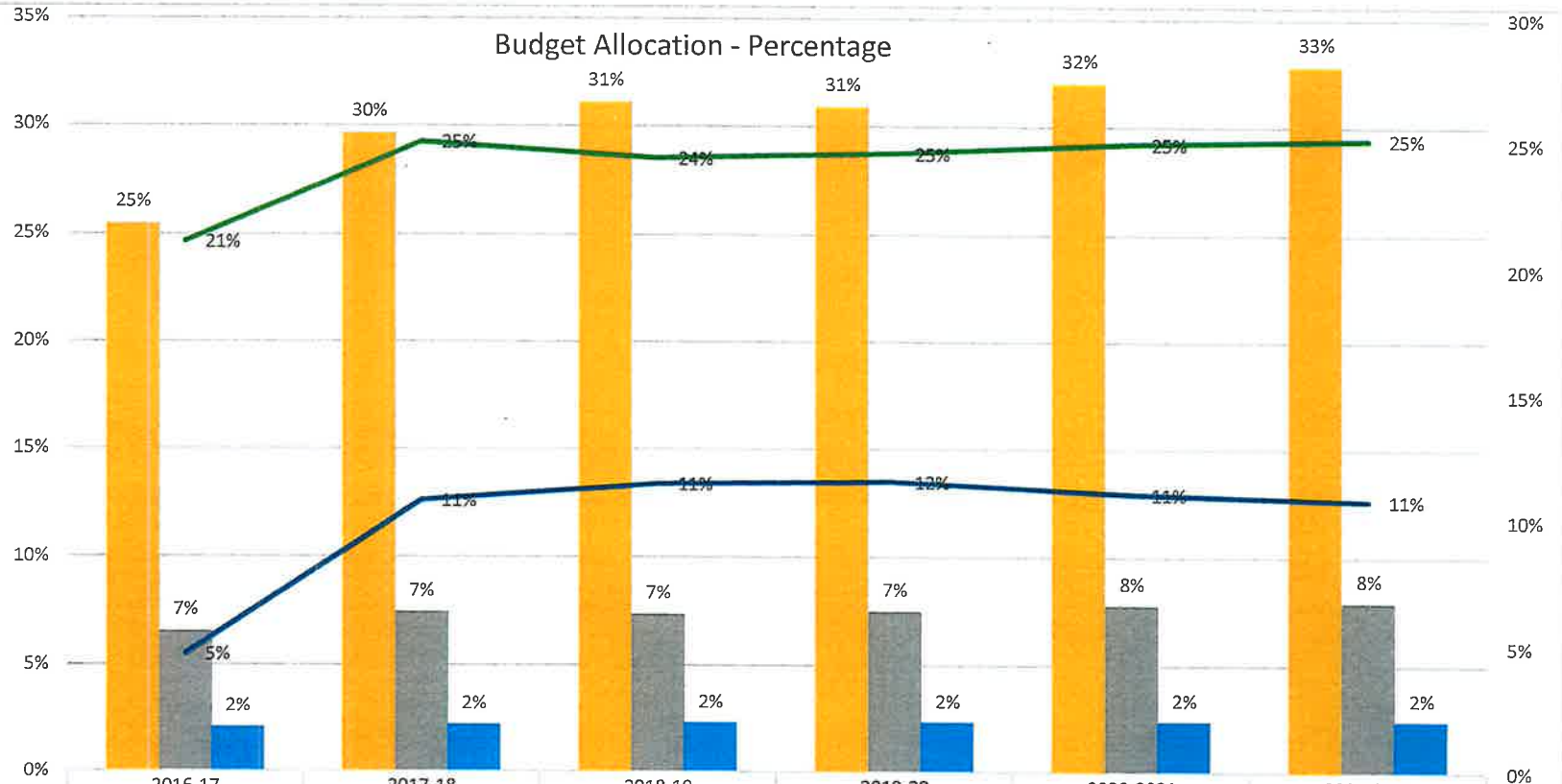
Attach additional background documentation as needed.






Personnel v. Other Expenditures



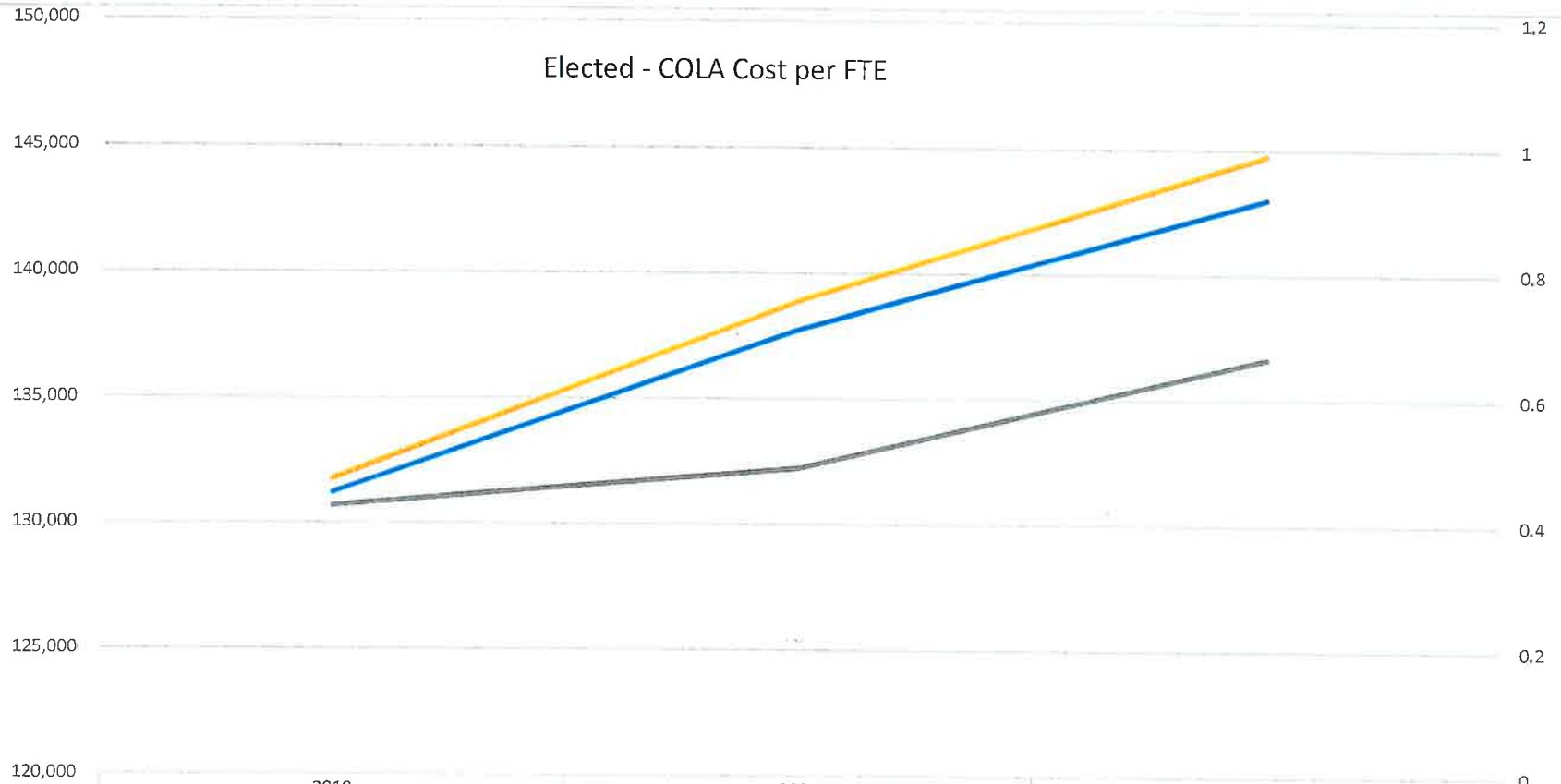
	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022
Personnel - Total	9,856,580	10,709,953	11,770,965	11,955,621	12,553,402	13,181,073
Non-represented	2,532,900	2,682,890	2,781,546	2,898,674	3,055,945	3,185,112
Elected Officials	808,015	798,991	872,138	900,969	933,686	967,825
Materials and Services	8,187,802	9,061,116	9,252,366	9,529,937	9,815,835	10,110,310
Capital Outlay	1,831,624	3,907,221	4,343,608	4,473,916	4,343,608	4,343,608

Budget Allocation - Percentage



	Personnel - Total	25%	30%	31%	31%	32%	33%
	Non-represented	7%	7%	7%	7%	8%	8%
	Elected Officials	2%	2%	2%	2%	2%	2%
	Materials and Services	21%	25%	24%	25%	25%	25%
	Capital Outlay	5%	11%	11%	12%	11%	11%

Elected - COLA Cost per FTE

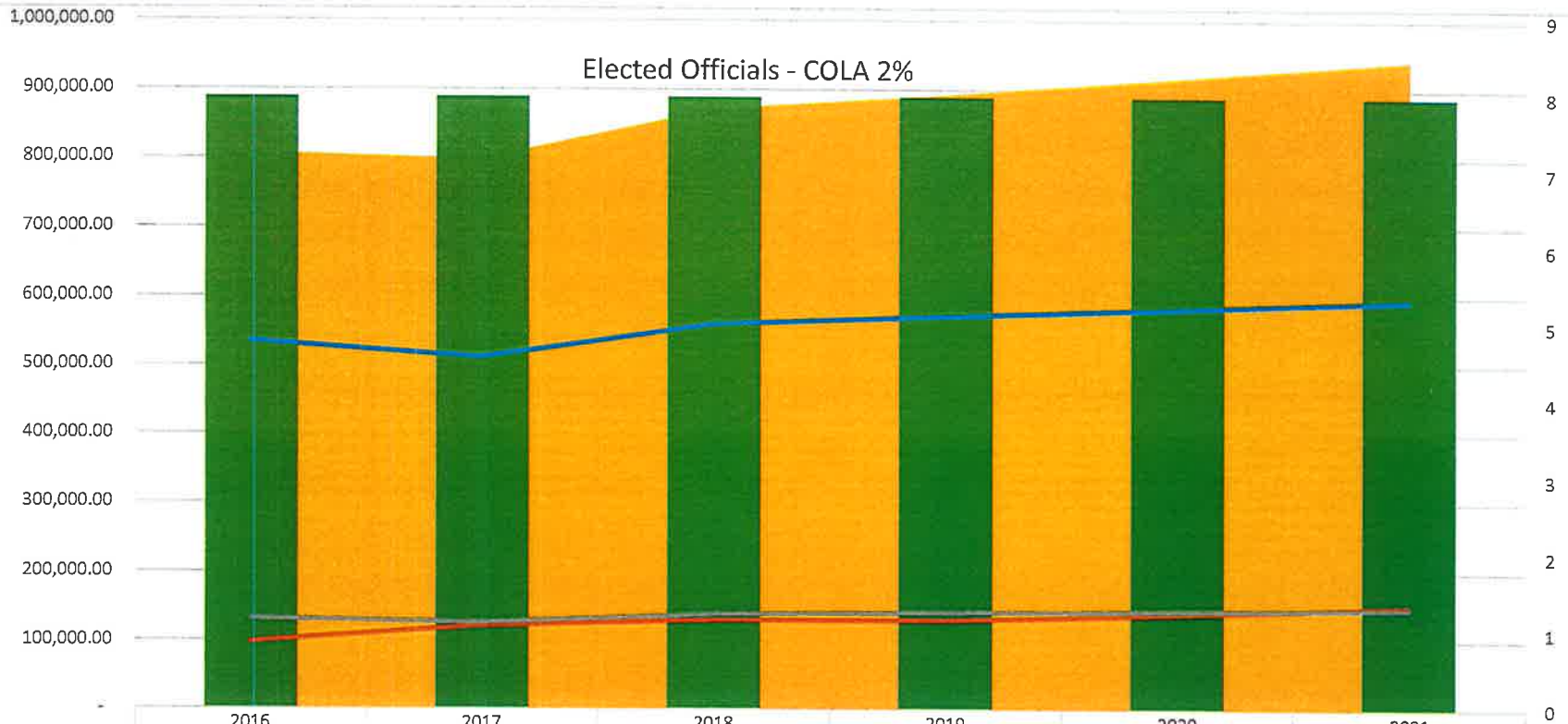


	2019	2020	2021
3% Cost per FTE	131,758	138,907	144,778
2.5% Cost per FTE	131,224	137,788	143,020
2% Cost per FTE	130,690	132,233	136,659

Elected Officials - COLA 2%

	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	2.00%	2.00%	2.00%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	571,652	583,085	594,747
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	140,185	150,699
Retirement - County Contribution	132,794	126,799	138,808	141,770	144,605	147,497
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,648	5,648	5,648
Taxes						
FICA	33,198	31,700	34,702	35,442	36,151	36,874
MEDICARE	7,764	7,414	8,116	8,289	8,455	8,624
SUTA				-	-	-
Total	808,015.12	798,991	872,138	893,606	918,530	944,489
Per FTE	101,002	99,874	109,017	111,701	114,816	118,061

Elected Officials - COLA 2%

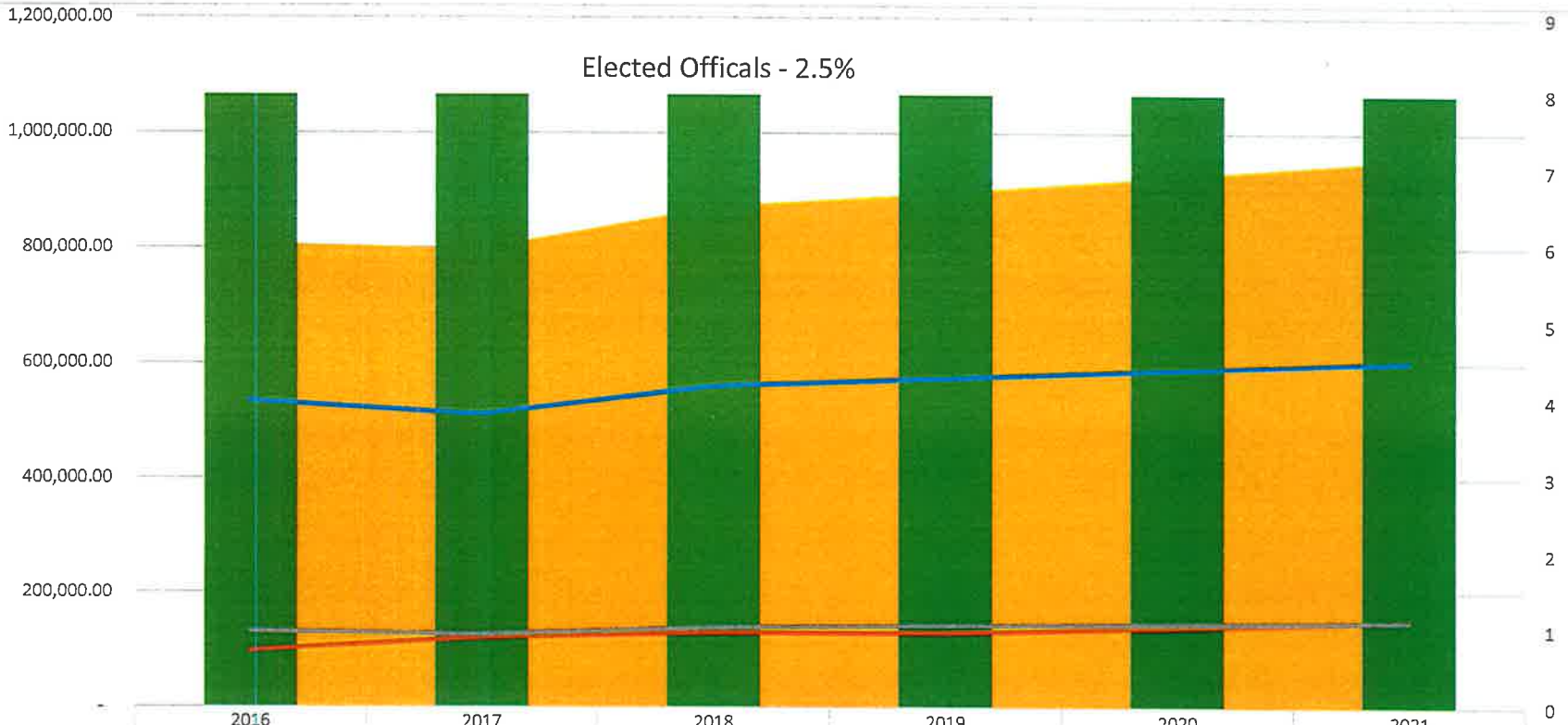


	2016	2017	2018	2019	2020	2021
Total	808,015.12	798,991	872,138	893,606	918,530	944,489
Per FTE	101,002	99,874	109,017	111,701	114,816	118,061
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	571,652	583,085	594,747
Health Insurance	98,400	121,392	130,405	130,405	140,185	150,699
Retirement	132,794	126,799	138,808	141,770	144,605	147,497

Elected Officials - COLA 2.5%

	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	2.50%	2.50%	2.50%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	574,451	588,812	603,532
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	140,185	150,699
Retirement - County Contribution	132,794	126,799	138,808	142,464	146,025	149,676
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,671	5,671	5,671
Taxes						
FICA	33,198	31,700	34,702	35,616	36,506	37,419
MEDICARE	7,764	7,414	8,116	8,330	8,538	8,751
SUTA				-	-	-
Total	808,015.12	798,991	872,138	897,336	926,138	956,149
Per FTE	101,002	99,874	109,017	112,167	115,767	119,519

Elected Officials - 2.5%

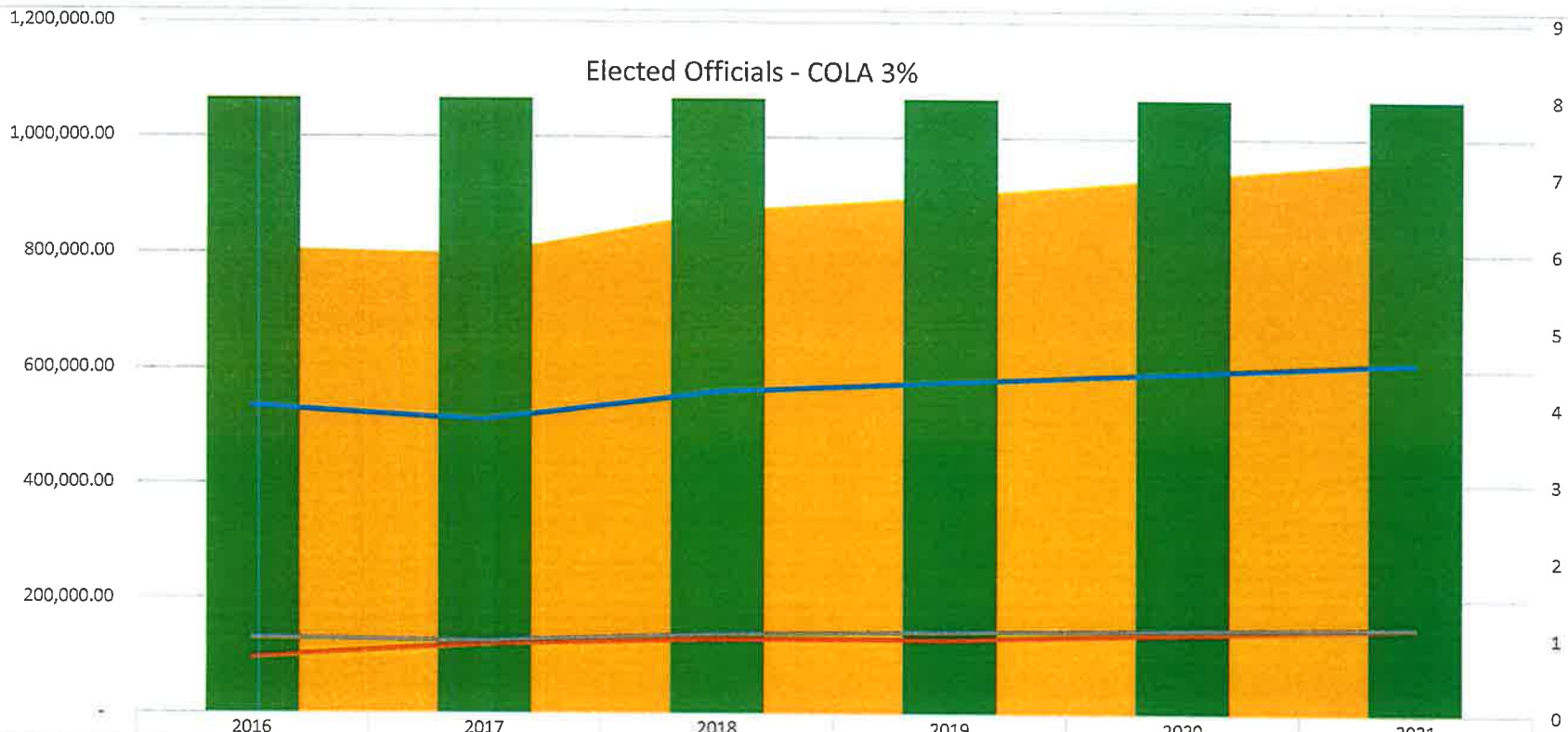


	2016	2017	2018	2019	2020	2021
Total	808,015.12	798,991	872,138	897,336	926,138	956,149
Per FTE	101,002	99,874	109,017	112,167	115,767	119,519
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	574,451	588,812	603,532
Health Insurance	98,400	121,392	130,405	130,405	140,185	150,699
Retirement	132,794	126,799	138,808	142,464	146,025	149,676

Elected Officials - COLA 3%

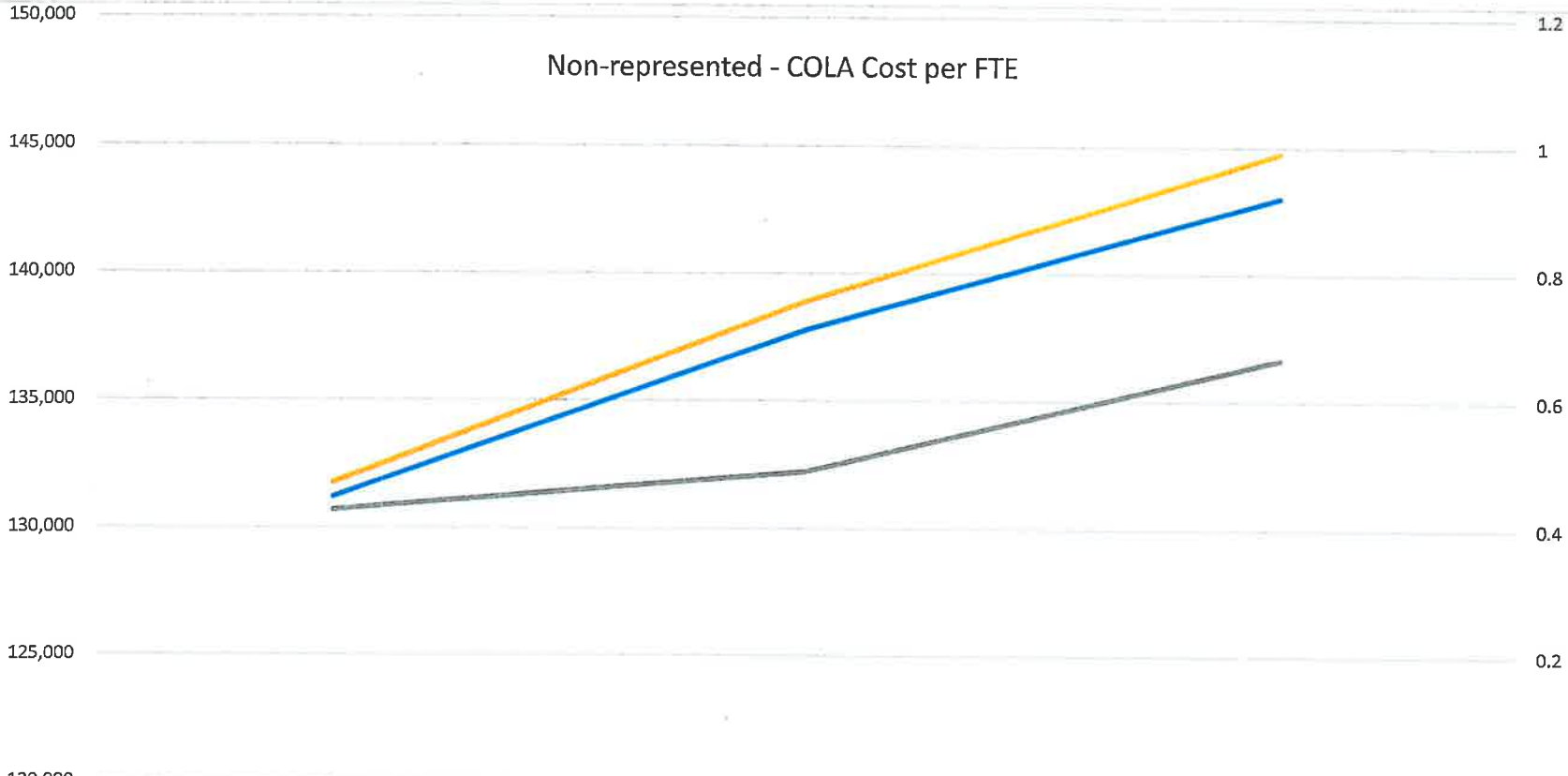
	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	3.00%	3.00%	3.00%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	577,249	594,567	612,404
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	140,185	150,699
Retirement - County Contribution	132,794	126,799	138,808	143,158	147,453	151,876
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,597	5,597	5,597
Taxes						
FICA	33,198	31,700	34,702	35,789	36,863	37,969
MEDICARE	7,764	7,414	8,116	8,370	8,621	8,880
SUTA				-	-	-
Total	808,015.12	798,991	872,138	900,969	933,686	967,825
Per FTE	101,002	99,874	109,017	112,621	116,711	120,978

Elected Officials - COLA 3%



	2016	2017	2018	2019	2020	2021
Total	808,015.12	798,991	872,138	900,969	933,686	967,825
Per FTE	101,002	99,874	109,017	112,621	116,711	120,978
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	577,249	594,567	612,404
Health Insurance	98,400	121,392	130,405	130,405	140,185	150,699
Retirement	132,794	126,799	138,808	143,158	147,453	151,876

Non-represented - COLA Cost per FTE

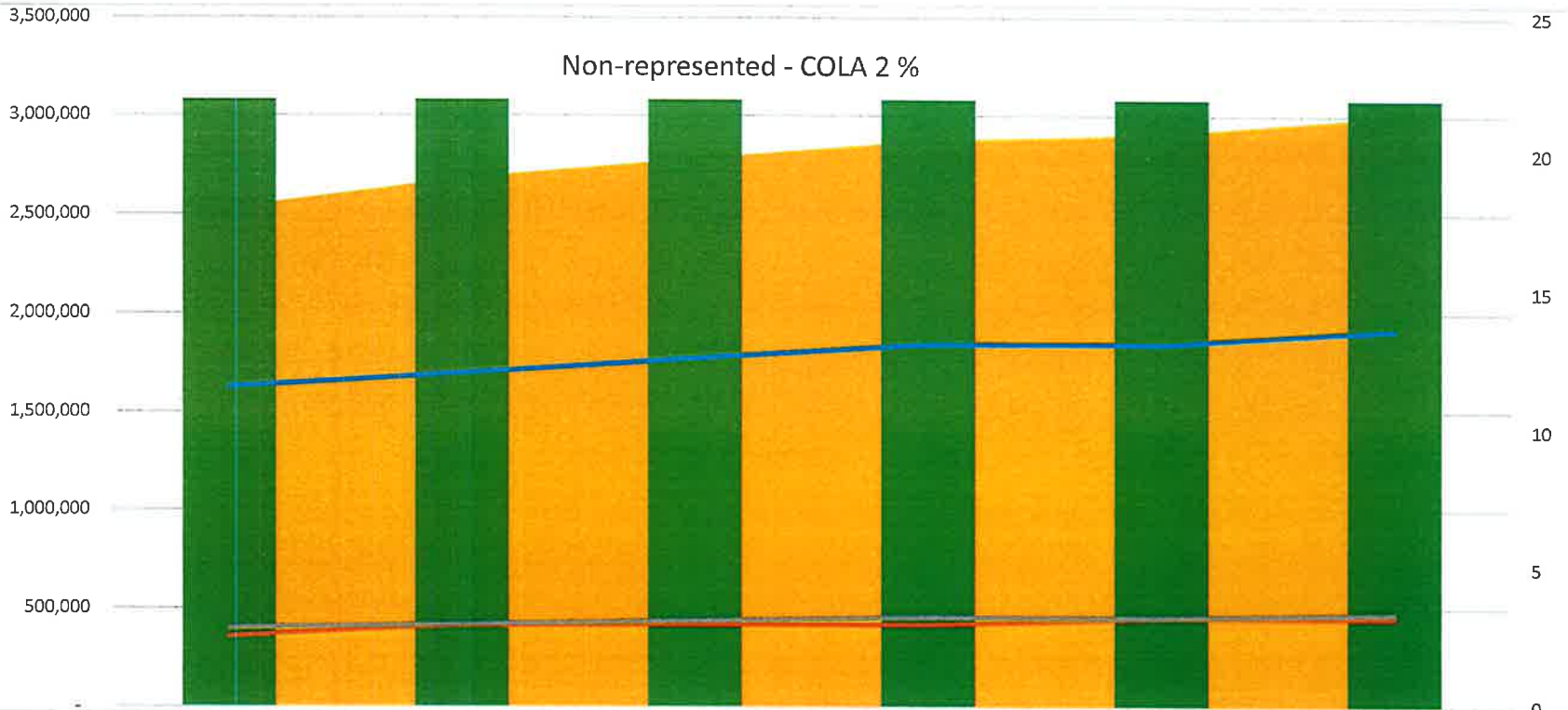


	2019	2020	2021
3% Cost per FTE	131,758	138,907	144,778
2.5% Cost per FTE	131,224	137,788	143,020
2% Cost per FTE	130,690	132,233	136,659

Non-represented - COLA 2%

FTE	2016	2017	2018	2019	2020	2021
	22	22	22	22	22	22
COLA	3%	3%	2.5%	2.5%	2.5%	2.5%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,773,702	1,844,650	1,844,650	1,918,436
Health Insurance - County Share 92.5%	360,789	417,183	419,977	419,977	453,575	453,575
Retirement - County Contribution	404,138	421,308	439,878	457,473	457,473	475,772
LifeFlight	1,100	1,100	1,100	1100	1100	1100
Taxes						
FICA - 6.2%	101,035	105,327	109,970	114,368	114,368	118,943
MEDICARE - 1.45%	23,629	24,633	25,719	26,747	26,747	27,817
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,682,890	2,781,546	2,875,181	2,909,115	3,006,509
2% Cost per FTE	115,132	121,950	126,434	130,690	132,233	136,659

Non-represented - COLA 2 %

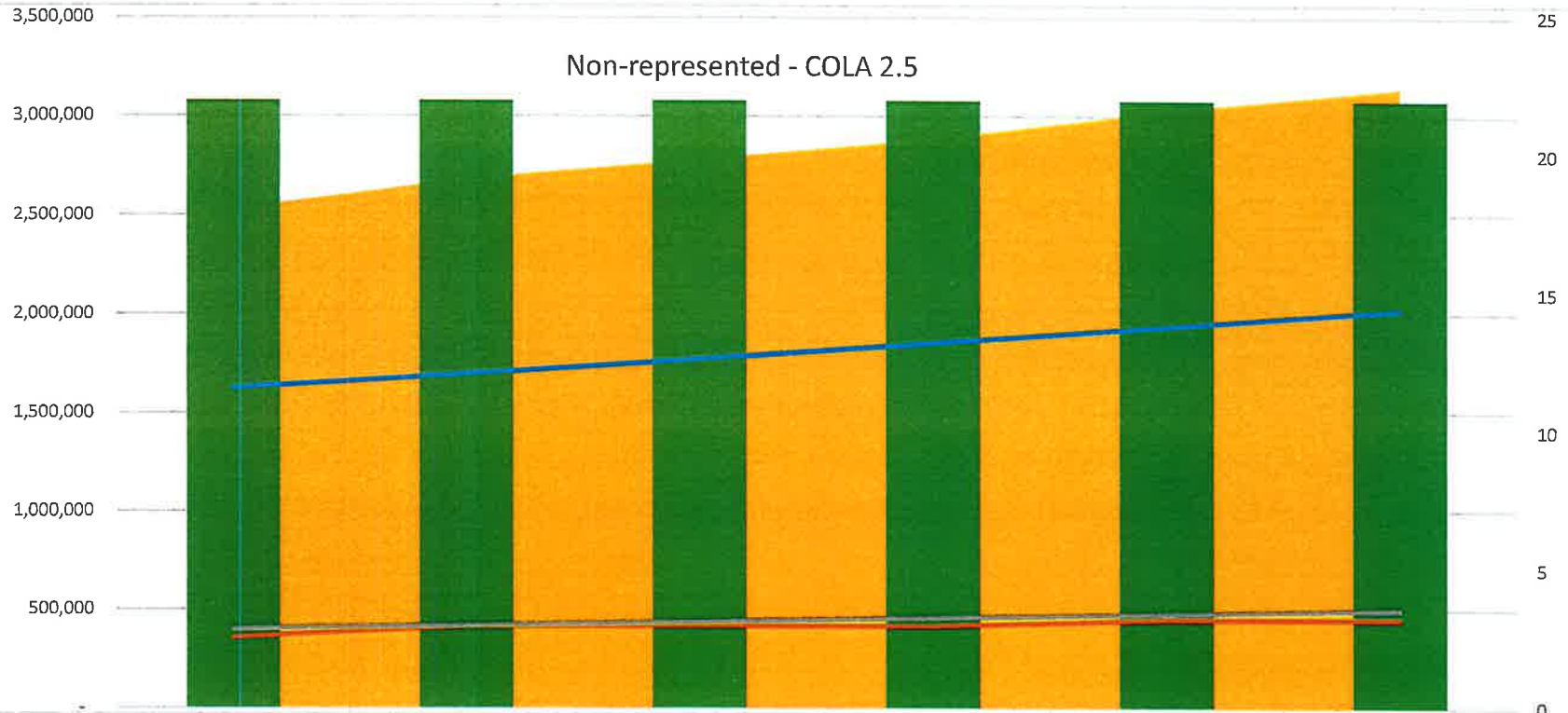


Total	2,532,900	2,682,890	2,781,546	2,875,181	2,909,115	3,006,509
Per FTE	115,132	121,950	126,434	130,690	132,233	136,659
FTE	22	22	22	22	22	22
Wages	1,629,589	1,698,823	1,773,702	1,844,650	1,844,650	1,918,436
Health Insurance	360,789	417,183	419,977	419,977	453,575	453,575
Retirement	404,138	421,308	439,878	457,473	457,473	475,772

Non-represented - COLA 2.5%

	2016	2017	2018	2019	2020	2021
FTE	22	22	22	22	22	22
COLA	3%	3%	2.5%	2.5%	2.5%	2.5%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,773,702	1,853,519	1,936,927	2,024,089
Health Insurance - County Share 92.5%	360,789	417,183	419,977	419,977	453,575	453,575
Retirement - County Contribution	404,138	421,308	439,878	459,673	480,358	501,974
LifeFlight	1,100	1,100	1,100	1100	1100	1100
Taxes						
FICA - 6.2%	101,035	105,327	109,970	114,918	120,089	125,494
MEDICARE - 1.45%	23,629	24,633	25,719	26,876	28,085	29,349
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,682,890	2,781,546	2,886,928	3,031,336	3,146,446
2.5% Cost per FTE	115,132	121,950	126,434	131,224	137,788	143,020

Non-represented - COLA 2.5

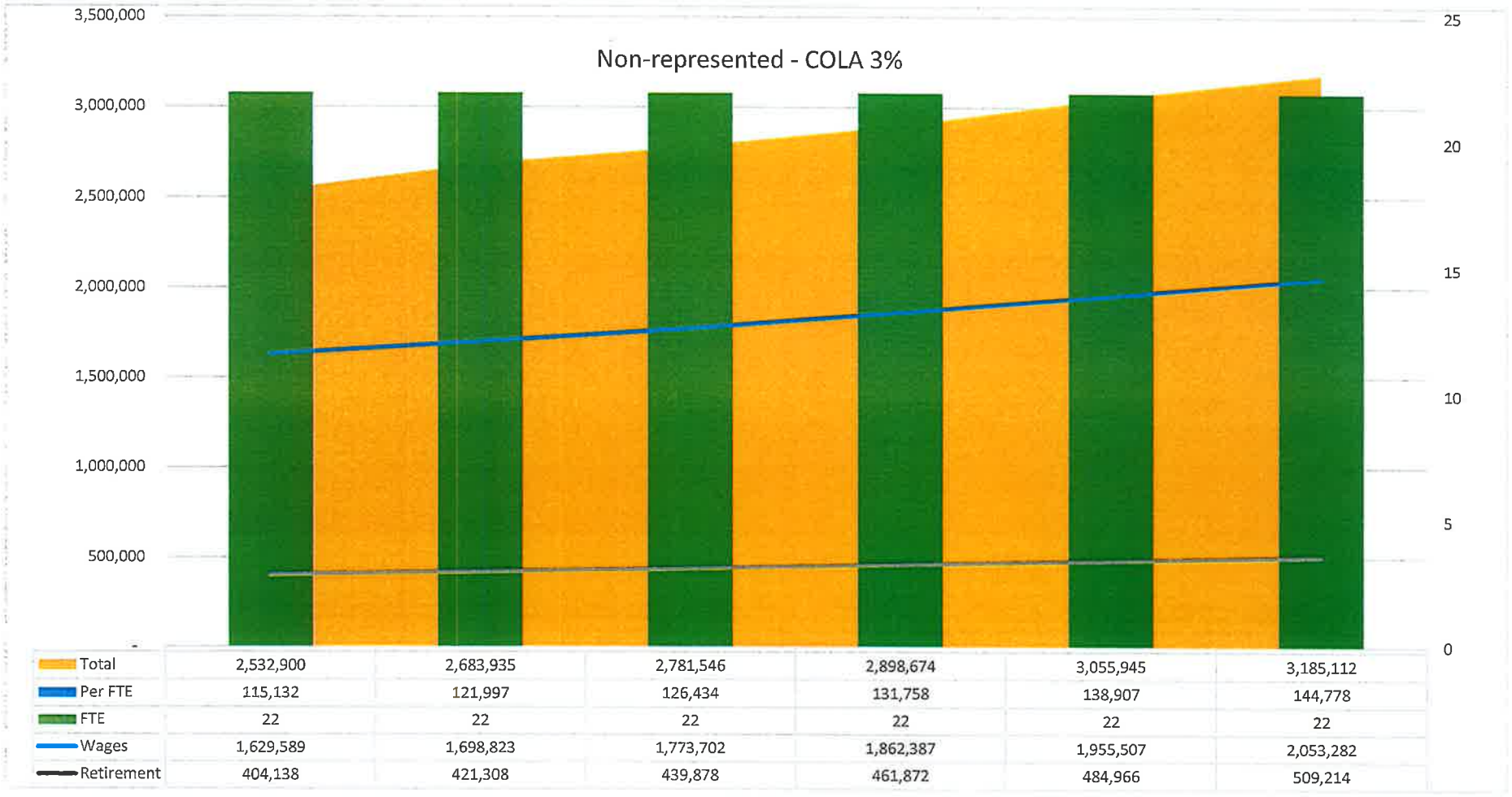


Total	2,532,900	2,682,890	2,781,546	2,886,928	3,031,336	3,146,446
Per FTE	115,132	121,950	126,434	131,224	137,788	143,020
FTE	22	22	22	22	22	22
Wages	1,629,589	1,698,823	1,773,702	1,853,519	1,936,927	2,024,089
Health Insurance	360,789	417,183	419,977	419,977	453,575	453,575
Retirement	404,138	421,308	439,878	459,673	480,358	501,974

Non-represented - COLA 3%

	2016	2017	2018	2019	2020	2021
FTE	22	22	22	22	22	22
COLA	3%	3%	3%	3%	3%	3%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,773,702	1,862,387	1,955,507	2,053,282
Health Insurance - County Share 92.5%	360,789	418,228	419,977	419,977	453,575	453,575
Retirement - County Contribution	404,138	421,308	439,878	461,872	484,966	509,214
LifeFlight	1,100	1,100	1,100	1100	1100	1100
Taxes						
FICA - 6.2%	101,035	105,327	109,970	115,468	121,241	127,303
MEDICARE - 1.45%	23,629	24,633	25,719	27,005	28,355	29,773
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,683,935	2,781,546	2,898,674	3,055,945	3,185,112
3% Cost per FTE	115,132	121,997	126,434	131,758	138,907	144,778

Non-represented - COLA 3%



Oregon State District Attorney Scale 1 & 2

2015	DISTRICT ATTORNEY	\$ 99,288.00	Small County
2015	DISTRICT ATTORNEY	\$ 116,868.00	Large County
2016	DISTRICT ATTORNEY	\$ 101,520.00	Small County
2016	DISTRICT ATTORNEY	\$ 119,496.00	Large County
2017	DISTRICT ATTORNEY	\$ 104,316.00	Small County
2017	DISTRICT ATTORNEY	\$ 122,784.00	Large County
2018	DISTRICT ATTORNEY	\$ 105,360.00	Small County
2018	DISTRICT ATTORNEY	\$ 124,008.00	Large County

Morrow County Stipened for District Attorney

2015	DISTRICT ATTORNEY	\$ 6,000.00	Stipened
2016	DISTRICT ATTORNEY	\$ 6,000.00	Stipened
2017	DISTRICT ATTORNEY	\$ 8,000.00	Stipened
2018	DISTRICT ATTORNEY	\$ 8,000.00	Stipened

Eastern Oregon Counties Association

1106 K Avenue La Grande, OR 97850

(541) 963-1014

March 6, 2019

Dear EOCA Members:

The Eastern Oregon Counties Association (EOCA) is an intergovernmental organization formed in 2011 by six regional counties in Oregon. It has since grown to include nine counties east of the Cascade Mountain Range. EOCA represents the common concerns of its member counties with respect to federal policies, regulations and federally managed lands. It is governed by member County Commissioners and Judges who serve as its Board of Directors. EOCA is funded by an annual membership assessment, based on a very small percentage of Payment in Lieu of Taxes (PILT) funds received from the United States Department of Interior. EOCA has no paid staff or administrative costs. Membership dues are directly utilized for contract services that produce results for member counties.

Enclosed please find the FY2019-20 EOCA membership invoice. We hope that earlier invoicing will assist you with your county's budgeting, as well as aid us in assessing counties' commitment to EOCA. While we understand that counties may need to wait to pay dues until July 1, we kindly ask that you respond as soon as possible, via letter or email, with your intentions to continue membership and make full payment of dues as invoiced.

We look forward to another successful year advocating for issues that most affect our constituents east of the Cascades. Your county's voice is important and the success of EOCA relies on the active participation of its member counties.

Sincerely,



Cinda Johnston
Union County



Union County

1106 K Avenue
La Grande, OR 97850
(541) 963-1001

INVOICE

Date: March 5, 2019
Invoice #7038

To Morrow County
Att: Jim Doherty
P.O. Box 788
Heppner, OR 97836

PAYMENT TERMS
July 1, 2019

QUANTITY	DESCRIPTION	AMOUNT
	EOCA 2019-20 Membership Dues	\$10,500.00
SUBTOTAL		\$10,500.00
ADMIN FEE		\$0
TOTAL		\$10,500.00

Make checks payable to: Union County
1106 K Avenue
La Grande, OR 97850

THANK YOU!

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

We have discussed a variety of options to remodel the lower level of the Bartholomew building to create an office space for the Human Resources Department, with staff in the Bartholomew building. Our design incorporates their feedback.

After attending an Intermediate Procurement class in January, I solicited a quote from Allstott Construction to determine our process. The quote came in under \$150,000.00, so we are able to use a less formal process than an RFP.

Attached is the Announcement, the Bid Proposal, the drawings of the remodel, and Allstott Constructions quote.

The documents are for review and feedback by the Board of Commissioners, County Counsel and Finance.

2. FISCAL IMPACT:

\$60,000 to \$75,000

3. SUGGESTED ACTION(S)/MOTION(S):

Provide feedback on the design and documents presented. Feedback will be used to update the documents to be brought back to the Board of Commissioners for approval.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Public Works Director

Sandi Putman
Management Asst.

Eric Imes
Asst. Road Master

Kirsti Cason
Administrative Asst.

MORROW COUNTY PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS

Morrow County Public Works desires to enter into a contract with a qualified General Contractor licensed in the State of Oregon. This is a lump sum contract.

Morrow County Public Works solicits sealed bids for Remodel of the Morrow County Bartholomew Building.

The work includes the following conditions:

Scope of Work

Interior renovation including new non-load bearing partition walls to define the following spaces:

Movement of the Conference Room into the Lobby Area. Movement of the existing Break Room cabinets and equipment into an existing enclosed storage area. Plumbing into the new break room area. Building 3 new office spaces in evacuated break room location. Remodel to match existing design.

Extensions or Additions to Provide Adequate Heating and Cooling, Fire Sprinkler Extensions or Additions as Required Fire Alarm Extensions or Additions as Required Electrical and or water supply will be permitted separately at the appropriate time.

Special Considerations: This is a working office area; contractors may be required to work at times after or before working hours due to noise, dust, or disruptions. Contractors must be flexible. The sealed bid will contain a single lump sum cost containing all engineering, materials, construction, and any and all other associated costs for the complete installation. Estimated cost range \$60,000.00 - \$75,000.00. Work will begin June 1st, 2019, Completion time for all work will be June 30th, 2019. An onsite visit is voluntary and will be held, April 15th at 0900 am.

Plans and Specifications may be obtained at the office of Morrow County Road Department, 365 West Hwy 74, Lexington, Oregon 97839 (ph:541-989-9500). There is a nonrefundable \$20.00 charge for each hard copy set of plans and specifications obtained from the Road Department, however, an electronic version of the plans and specifications can be obtained from the County's web site at <http://www.co.morrow.or.us/publicworks> at no charge.

PLEASE NOTE: Only those bidders who request to be added to the County's Plan Holders list will be directly notified of addendums or clarifications that might be issued. Addendums and clarifications will be posted to the County's web site. It is the Bidder's sole responsibility to incorporate all addendums into the final submitted bid. Signed copies of the addendums and clarifications must be attached to the bid submittal at the time of the bid opening. Failure to include all posted addendums and/or clarifications will be cause to reject the bid.

Bids will be accepted until 2:00 P.M. April 22nd, 2019 ,and Disclosure of First-Tier Subcontractors forms will be accepted until 4:00 P.M. The bids will be opened and publicly read at 2:30 P.M. April 22nd, 2019 in the Morrow County Public Works Department Conference Room, 365 West Hwy 74, Lexington, Oregon 97839.

Direct questions to:

No proposals shall be considered by Morrow County unless the proposal contains the statement that the provisions required by ORS 279.350 concerning payment of the prevailing rate of wages shall be included in the contract.

No proposal shall be considered by Morrow County unless the Firm is registered with the Construction Contractors Board under ORS 701.055.

Contractor must also certify that all subcontractors performing work under this contract will be registered with the Construction Contractors Board in accordance with ORS 701.035 through ORS 701.055 before the subcontractors commence work.

OREGON PREFERENCE - Preference to goods or services that have been manufactured in this state shall be given in accordance with ORS 279.021 (1) and (2), and reciprocal preference requirements of ORS 279.029 (2) and (3) shall apply to the award of bids.

Proposals must indicate whether submitting firm is an Oregon resident firm. Each proposal must be individually sealed and directed to Matt Scrivner at the Office of the Morrow County Public Works Department, 365 West Hwy 74, Lexington, Oregon 97839.

Bids must be clearly marked "SEALED BIDS FOR MORROW COUNTY BARTHOLOMEW BUILDING REMODEL.

The Board of Commissioners reserves the right to reject any or all bids, to waive minor irregularities, and to award to the lowest responsible bidder.

MORROW COUNTY PUBLIC WORKS

Matt Scrivner

Public Works Director

No. _____

**BID BOOKLET
FOR BUILDING CONSTRUCTION**

**MORROW COUNTY BARTHOLOMEW
BUILDING REMODEL**

**110 North Court
Street**

**HEPPNER, OREGON
97836**

**INSTALLATION OF
OFFICE SPACE REMODEL
2019 MORROW COUNTY
OFFICE**

Project Number:

DATE:

BIDDER: _____

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Appendix Divider

BIDDER'S CHECKLIST

Before sealing this bid, have you:

1. Read and understood the certification of non-collusion?
2. Filled in all the required information on the certification of residency?
3. Read and understood the certification of compliance with Oregon tax laws?
4. Read and understood the certification regarding the employee drug testing program?
5. Read and understood the certification regarding nondiscrimination?
6. Read and understood the certification regarding use of registered subcontractors?
7. Completed the Bid Schedule according to subsection 00120.40(c)?
8. Filled in the required information on pages 8 and 9, affixed proper signatures on page 8 according to subsection 00120.40(d), and had the signatures notarized?
9. Filled in and had the Surety sign the Bid Bond, or included a cashier's check, or a certified check according to subsection 00120.40(e)?

Failure to complete and/or affix signatures as noted above will be cause for rejection of your Bid.

Notes:

- 1) The "Performance Bond" and "Payment Bond" forms are included in the Appendix for information only.
- 2) Failure to submit the Subcontractor Disclosure form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

BID FOR PUBLIC IMPROVEMENT

BID STATEMENT

To the Morrow County Commissioners:

The undersigned, as Bidder, declares that:

- This Bid is for the Work described on the "Description of Work" sheet bound in this Bid;
- The only persons or parties interested in this Bid as principals are those named in this Bid;
- The Bidder submits this Bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications;
- The Bidder has obtained and become acquainted with the applicable standard specifications, special provisions, plans, and other required provisions applicable to the particular Work for which the Bid is submitted;
- The Bidder has personally inspected the location and the site of the Work and has become acquainted with all conditions, local and otherwise, affecting it;
- The Bidder has obtained and become acquainted with the forms of Contract and bond which are to be signed by the successful Bidder;
- The Bidder is satisfied as to the quantities and conditions and understands that in signing this bid the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The Bid guaranty submitted with this Bid, if a Bid bond, is by this reference made a part of this Bid.

The Bidder also proposes and agrees that:

- If the Board of Commissioners accepts this Bid, the Bidder will execute the Contract form furnished by the Commission, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all Work and furnish all the Materials specified in or called for by the Contract in the manner and time prescribed in the Contract and according to the requirements of the Engineer as given in the Contract;
- The Bidder will accept, as full payment for the Work performed and the Materials and Equipment furnished, the amount earned under the Contract as computed in the manner described in the Specifications from the quantities of the various classes of Work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" bound in this Bid; and
- Any Contract awarded to the Bidder shall include the provisions required by ORS 279C.840 or 40 U.S.C. 276a; and the Contractor will be bound by and shall comply with said provisions.

To the Board of Commissioners of Morrow County:

A. Non-collusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the opening of Bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Board of Commissioners, in awarding the Contract for which this Bid is submitted. The Bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Board of Commissioners, of the true facts relating to the submission of Bids for this Contract.

B. Residency:

Oregon has a reciprocal preference law concerning the residency of bidders. This law applies to contracts for projects financed without federal funds.

Refer to subsection 00120.80 of the Standard Specifications for additional information, including definitions of a resident and nonresident bidder.

Complete the following:

1. Check one: Bidder is a ___resident bidder___nonresident bidder.

2. If a resident bidder, enter your Oregon business address:

3. If a nonresident bidder, enter state of residency:

C. Compliance with Oregon Tax Laws:

- To the best of my knowledge, the Bidder is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323; Sections 10 to 20, Chapter 533, Oregon Laws 1981 as amended by Chapter 16, Oregon Laws 1982 (First Special Session); the Home-owners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

D. Employee Drug Testing Program:

- Pursuant to ORS 279C.505, that the Bidder has an employee drug testing program in place, and will maintain such program for the entire period of this Contract. Failure to maintain such program shall constitute a material breach of Contract.

E. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement Project if the County finds that the Bidder has violated subsection (1) of ORS 279C.110

F. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement Contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this Contract.

G. PREVAILING WAGE RATES

- **PREVAILING WAGE RATES (BOLI REQUIREMENTS):**The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates established by the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions when the contract price exceeds \$50,000.

SIGN HERE

I understand that (BOLI) prevailing wage rates apply.

H. PERFORMANCE AND PAYMENT BONDS

- The successful bidder will provide performance and payment bonds each of 100% of the total contract price as required by 24 CFR 85.36(h). In lieu of a surety bond, the Owner, in its sole discretion, may permit bidder to submit cash, a cashier's check or certified check in an amount equal to the estimated total contract price.

J. RESPONSIBILITY FOR DAMAGES/HOLD HARMLESS

- Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

K. SILENCE OF SPECIFICATION:

- The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

L. SECURITY OF DOCUMENTS AND PROPERTY:

- All County property, materials and documents and all personal property of the County employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of County property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the County because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

M. SPECIAL CONSIDERATION:

This is a working office area; contractors may be required to work at times after or before working hours due to noise, dust, or disruptions. Contractors must be flexible

	_____	I read and understood the SECURITY CONSIDERATIONS .
---	-------	--

Scope of Work

1. Existing Break Room- See Exhibit A; Remove existing cabinetry in Break Room to relocate to new Break Room.
Demolish dividing wall between existing Break Room and Small Conference Room. Remove plumbing, electrical and framing.
2. Existing Conference Room- See Exhibit A; Demolish existing wall on the east end of conference room, remove framing and electrical, possible relocation of fire sprinklers. Save door to reuse for new conference room entrance.
3. New Human Resources office space- See Exhibit B; locate dividing wall between new office space and new Conference Room approximately 25 feet from south exterior wall. Add a new window for office #2 to match existing window on same wall. Build interior walls per Exhibit B. Rough and finish office spaces, reuse existing lighting, add electrical and communication outlets as necessary, match existing carpet tiles
4. New Conference Room- See Exhibit B; locate outside wall approximately 7 feet from stairwell landing. The new wall should have a 45 degree angle on the corner from stairs to the restrooms. Enclose current Lobby door. Install existing lobby/foyer door facing the elevator. Demolish current tile and replace with matching carpet tiles. Add electrical and communication outlets as necessary
5. New Break Room- located in existing Storage Room adjacent to the Communications Room to be approximately 16 feet by 10 feet. Build a dividing wall between New Break Room and New Storage Room. Plumb new Break Room for water and drainage. Provide electrical outlets for a refrigerator and microwave. Install cabinetry from Existing Break Room. Install tile flooring

Note: all walls to be sheet rocked and painted. Paint to match current décor. Metal framed doors and windows. Relocation of ducts and fire sprinklers may be necessary.

BID SCHEDULEGIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES BELOW

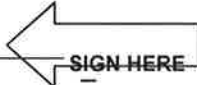
	Bid Unit	Quantity	Unit Price	Total Price
1. Demolition	Lump Sum	All	Lump Sum	\$ _____
2. Flooring	Lump Sum	All	Lump Sum	\$ _____
3. Permits	Lump Sum	All	Lump Sum	\$ _____
4. Electrical	Lump Sum	All	Lump Sum	\$ _____
5. Plumbing	Lump Sum	All	Lump Sum	\$ _____
6. HVAC Ducts	Lump Sum	All	Lump Sum	\$ _____
7. Fire Suppression	Lump Sum	All	Lump Sum	\$ _____
8. Windows and Doors	Lump Sum	All	Lump Sum	\$ _____
9. Labor and Materials	Lump Sum	All	Lump Sum	\$ _____
			Total Costs	\$ _____

The Bidder is advised that by signing this Bid the Bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this Bid.

 (Bidder's Name and Federal Tax ID Number)


 (Oregon Contractor's Board Registration Number) _____
 (Expiration Date)

By _____
 (Signature of Bidder's Authorized Representative)



 (Typed or Printed Name and Title of Signer) Dated _____, 20__

Sworn to before me on this _____ day
 of _____, 20__


 (Notary Public's Signature) 

My commission expires _____

COMPLETE THE FOLLOWING IF A JOINT VENTURE:


 (Oregon Contractor's Board Registration Number) _____
 (Expiration Date)

By _____
 (Signature of Bidder's Authorized Representative)



 (Typed or Printed Name and Title of Signer) Dated _____, 20__

Sworn to before me on this _____ day
 of _____, 20__

 (Notary Public's Signature) 

My commission expires _____

FAILURE TO HAVE THE SIGNATURE(S) ON THIS BID NOTARIZED WILL BE CAUSE TO REJECT THIS BID.

The party who is submitting this Bid and who, if awarded the Contract, will enter into the Contract is

_____ (Enter "an individual", "a partnership", or "a corporation".)

doing business under the name of _____

at _____ (Street) (City) (State) (Zip Code)

which is the address to which all communications concerning this Bid and the Contract should be sent.

The telephone numbers to which communications may be directed are (_____) (Telephone No.)

and (_____) (Facsimile No.)

The name of the surety who will furnish the performance bond and payment bond covering the Contract, if awarded, and the name, address, and telephone number of the surety's local agent are:

Name of surety _____

Name of agent _____ Tel. No. _____

Address _____ (Street) (City) (State) (Zip Code)

Accompanying this Bid as bid guaranty is a _____ (Enter "Bid Bond", "cashier's check", "postal money order", or "certified check".)

in the amount of at least ten (10) percent of the total amount of the bid.

If the Board of Commissioners accepts this Bid and awards a Contract to the undersigned and if the undersigned then fails to promptly and properly execute the Contract or bonds according to the terms and conditions stated in Section 00130 of the specifications, the undersigned shall forfeit the Bid guaranty as liquidated damages to Morrow County, by and through its Board of Commissioners. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the Bid guaranty is a Bid Bond.

MORROW COUNTY BOARD OF COMMISSIONERS PROPOSAL GUARANTY (BID BOND)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____

having its principle place of business at _____

in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto the County of Morrow, in the full sum of ten (10) percent of the total amount of the bid for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____

(Bidder)

is herewith submitting its bid for the following work, to wit:

said bid by this reference being made a part hereof;

NOW THEREFORE, if the said bid submitted by the said bidder be accepted by the Morrow County Board of Commissioners, and the contract for said work being awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond as required by the Board of Commissioners within the time fixed by the Board of Commissioners, then this obligation shall be void; otherwise to remain in full force and effect.

Signed this _____ day of _____, 20

Surety Company

Surety Signature

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
 (Instructions for use of this form are found in the Appendix.)

PROJECT NAME: _____

BID #: _____ BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____
6) _____	\$ _____	_____
7) _____	\$ _____	_____
8) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone no.: _____

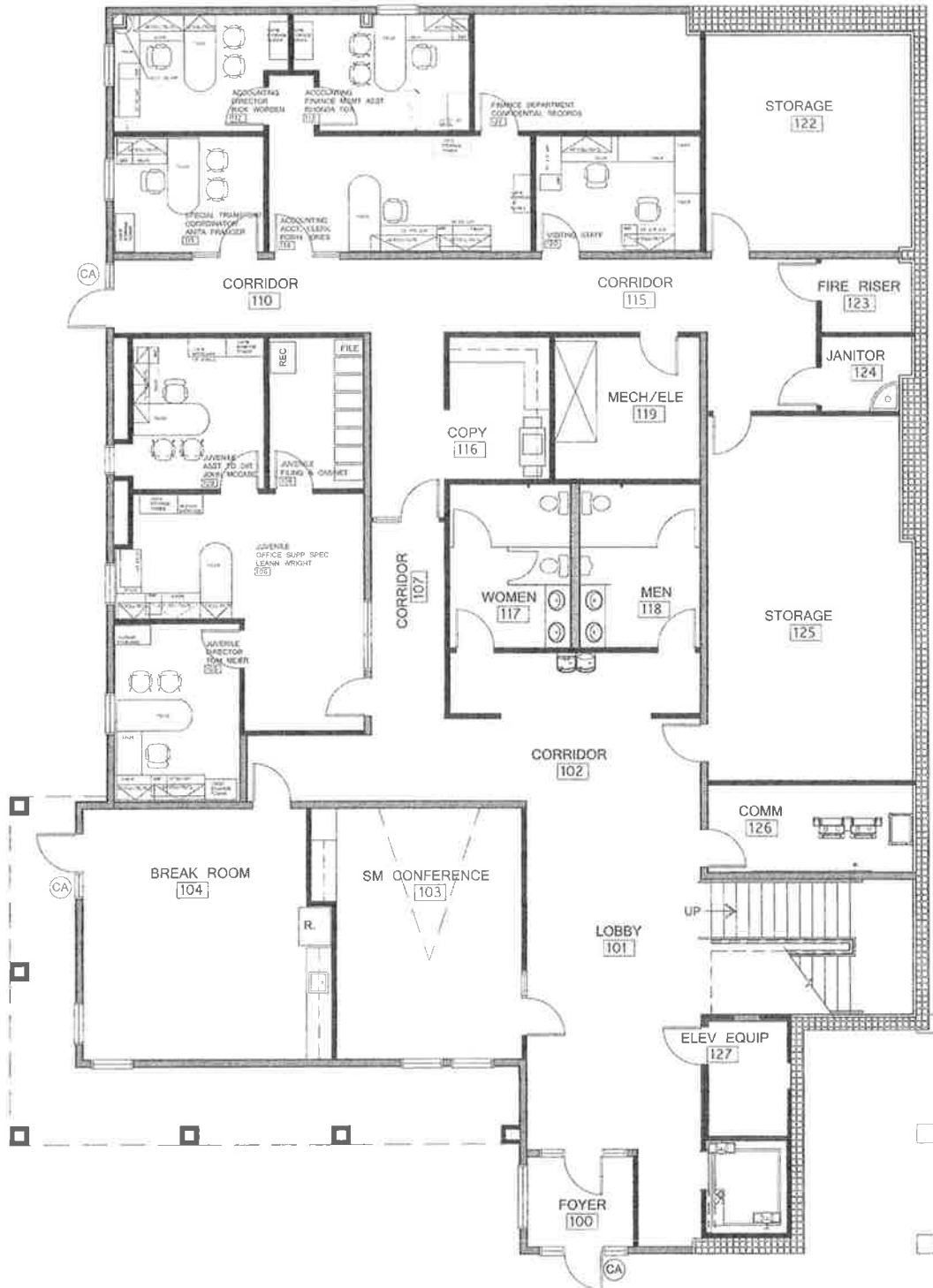


Exhibit A Lower
Level Remodel.pdf



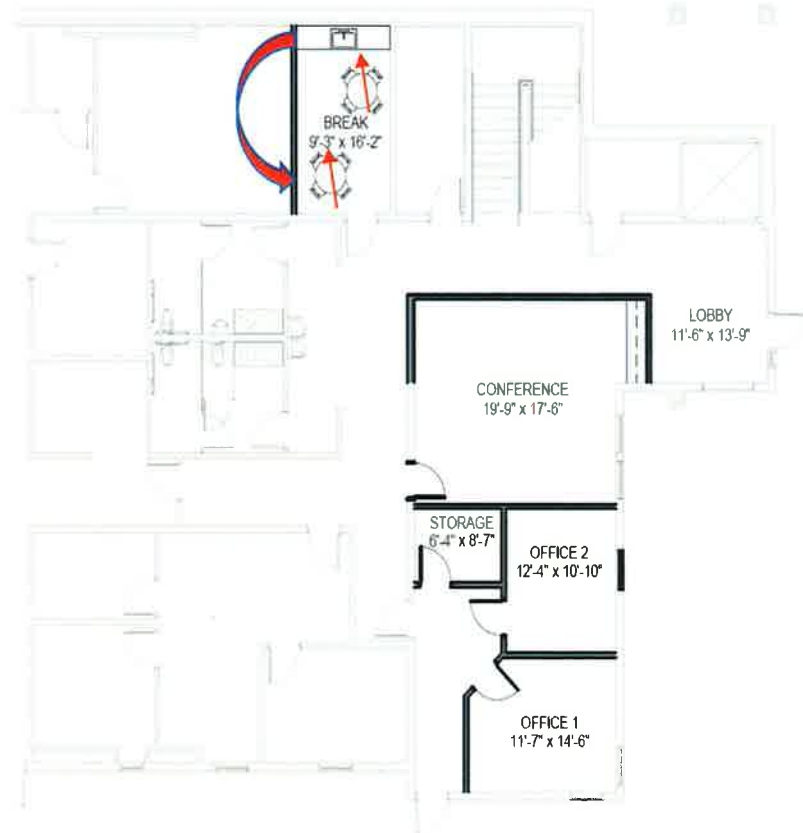
Exhibit B Lower
Level Remodel.pdf

Exhibit A



F/1 SHEET NUMBER	SCALE	1/4" = 1'-0"	DATE	REV.	DESCRIPTION
	DRAWN BY	es	12-12-13	1	Project Start
	CHECKED BY	ms	12-13-13		Construction Close
	DATE FILED				
MORROW COUNTY OFFICES Heppner, Oregon FIRST FLOOR FURNITURE LAYOUT					
			LANCASTER LOGISTICS MOVE COORDINATION		
			9220 SW Barber Blvd. Suite 119-285 Portland, OR 97219 503.799.2434		

14 3/4" SCALE



2 ENLARGED FLOOR PLAN - OPTION 2

3/32" = 1'-0"



CROW
ENGINEERING

CIVIL
STRUCTURAL
MECHANICAL

9925 SW Nimbus Ave. Suite 110
Beverton, OR 97008 7592
crowengineering.com

p (503) 213-2013
f (503) 213-2018

Concept Floor Plan - Option 2

MORROW COUNTY
CROW ENGINEERING

**Allstott Construction LLC
P.O. Box 691 - 200 N. Chase St.
Heppner, Or. 97836
CCB # 147551**

**Bartholomew Budget
Concept Floor Plan - Option #2**

This was budgeted using provide plans (exhibit A, exhibit B) and a scope of work document. This budget includes the following items.

- 1) Removal and storage of existing break room cabinetry.**
- 2) Demolition of east wall of break room (framing, plumbing, electrical)**
- 3) Demolition of east wall of conference room (framing, electrical). Save door to reuse on new conference room entrance.**
- 4) Demolition of north and east wall of foyer. Save door for future use.**
- 5) Cut floor in existing storage room for new drain line.**
- 6) Remove existing door from hallway to break room and save for reuse in office #1**
- 7) Removal of existing drop ceiling as needed. Save ceiling tile for reuse.**
- 8) Frame new walls as shown on Exhibit B.**
- 9) Rough and Finish plumbing to move sink to new break room.**
- 10) Electrical - Rough and finish for new offices and rooms on plans. This is figured reusing existing lighting and adding some new, new added plugs, communication.**
- 11) Moving and adding heat and air ducts for new offices and other rooms as needed.**
- 12) Adding window in office #2 finished inside and outside to match existing widow on same wall.**
- 13) All drywall and paint as needed to match existing.**
- 14) Add two entrance interior doors for new storage and office #2**
- 15) Install existing cabinetry in new break room and on south wall of new conference room.**
- 16) Install existing lobby/foyer door facing elevator.**
- 17) Patch existing and install new flooring as specified in scope of work document.**
- 18) Redo drop ceiling as needed. The new offices and conference area will probably have to completely redone. They should be able to patch in lobby and new break room. This is reusing existing tile.**

Budget ---- \$60,690.00

Note: This was budgeted as a prevailing wage project. This also assumes this can be done during normal business hours.



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 71

Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)

Staff Contact: Darrell Green
 Department: Administration
 Short Title of Agenda Item: Draft Owners Representative RFP

Phone Number (Ext):
 Requested Agenda Date: 03/20/2019

This Item Involves: (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 15 - 20 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input type="checkbox"/> N/A		<u>Purchase Pre-Authorizations, Contracts & Agreements</u>	
Contractor/Entity:			
Contractor/Entity Address:			
Effective Dates – From:		Through:	
Total Contract Amount:		Budget Line:	
Does the contract amount exceed \$5,000?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Reviewed By:

DATE	Department Head	Required for all BOC meetings
3/18/2019	Darrell J Green	Admin. Officer/BOC Office Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
DATE	Human Resources	*If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

With the assistance of County Counsel, Shirley Smith with DAS Procurement and a couple other resources, I was able to gather several RFP's related to Owners Representatives. I have included a draft of an Owners Representative RFP to assist us with the construction of the North County Government Building. The Owners Representative will represent Morrow County and work closely with us, our Consultant, and the Progressive Design Build contractor.

There is a significant amount of information contained in the document, so I wanted to give you time to review and discuss the RFP before we advertise. The dates/time table on page one are reflective of the earliest I foresee us advertising and moving through the process. The highlighted areas are items to discuss or change, such as dates that are not confirmed. I also have a few formatting items to change.

2. FISCAL IMPACT:

Estimated \$125,000 to \$150,000

3. SUGGESTED ACTION(S)/MOTION(S):

Discussion and feedback

Attach additional background documentation as needed.



Request for Proposals (RFP)

Project Management & Owner's Representative Services

Dates Advertised: ~~December 19, 2018~~ April 3, 2019 and January 2, 2019

Request for Clarification Deadline: April 11, 2019

Submission Deadline: ~~January 17~~ April 24, 2019

Interview, if needed: ~~January 23~~ May 1, 2019

Anticipated Award: ~~February 13~~ May 15, 2019

Selection Protest Deadline: May 22, 2019

Hand Deliver or Mail Request for Proposals to:

Morrow County
110 N Court St
PO Box 788
Heppner, OR 97836
541-676-2529

Submit five (5) hard copies and one (1) digital copy on a flash-driveUSB of Statements of Qualification. Proposals

No facsimile and/or email submission of Statements of Qualification RegeustRequest for Proposals will be accepted.

January 19, 2019

Commented [SS*E1]: These are in past. They should be dates of when you advertise/post it.

Commented [DG2]: Correct, once I have approval from the Board of Commissioners, I will create a time line

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Commented [SS*E3]: You will have to update these and maybe you already know that.

**MORROW COUNTY
PROJECT MANAGER
REQUEST FOR PROPOSALS**

Notice is hereby given that Morrow County is seeking Proposals from firms for Project Management/Owners Representative Services.

DOCUMENTS:

The RFP is available on the Morrow County web site <https://www.co.morrow.or.us/rfps> under heading of Project Manager, Request for Proposals. Interested parties may download a complete set of RFQ documents from the Morrow County Bids and RFP's Page at:

<https://www.co.morrow.or.us/rfps>

The estimated value of the project is \$6 M, to construct the Government Building.

A mandatory or optional/use interview date? pre-proposal meeting will be held by the County at 1:00 P.M. January 8, 2019; at 1250 SE 19th, Warrenton, Oregon relevant to this Request for Proposals

Responses will be received until, but not after, 24:00 p.m. ~~January 17~~ April 24, 2019. Responses to the RFP that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Morrow County Board of Commissioners reserves the right to reject any and all Responses to the RFP and to waive any and all informalities in the best interest of the County.

Morrow County is an Equal Employment Opportunity/Affirmative Action employer.

Dated ~~December 19~~ April 3, 2018

Darrell Green, County Administrator

Published: ~~December 19, 2018 and January 2, 2019~~ April 3, 2019 Daily Journal of Commerce, East Oregonian, Portland, Salem

Commented [SS*E4]: I typically justify things to make it look more professional but it isn't necessary.

Commented [DG5R4]: Justify? Would that be below in the Intro and background?

Commented [SS*E6R4]: No justify is when you line it up like these I did here for you. the bars right under "MAILINGS" above in your toolbar.

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Commented [DG7]: Will publish once the Board of Commissioners approve

Commented [SS*E8]: What did you publish? Or did you?

INTRODUCTION:

Morrow County, is issuing this Request for Proposal for comprehensive project management and owner's representative services associated with a progressive design-build ("PDB") procurement, PDB contract award, design and construction of a new administration building. (the "Project Management/Owner's Representative Services").

Morrow County is planning on constructing a high performance, low maintenance and low energy consumption building. The proposed building will provide the functional needs of users of the Public Safety Services (Sheriff's Office, District Attorney, Juvenile Department, Justice Court) and Public Services (Veterans Affairs, Planning Department, County Clerk, County Commissioner and Administration offices). The North Morrow County Government building is proposed to be located in Irrigon, Oregon at the address of 205 NE Third St.

Morrow County is seeking a Consultant to provide project management services, technical advice services and owner's representative services associated with the oversight of the entire Project, which entails assisting in the required public procurement processes as required, assisting in the development of a two-step RFQ/RFP Progressive D-B procurement, overseeing the design and construction process (PDB method planned). Morrow County's mission is to create state-of-the-art buildings that will provide for continuity of Public Safety and Public Service departments. We are looking for an experienced, like-minded firm that will bring creativity, knowledge, extensive resources and entrepreneurial stewardship to this process.

SECTION 1 – GENERAL

1.1 BACKGROUND INFORMATION

The Project needs to consolidate several departments located throughout northern Morrow County into one building/location. We will be locating our Public Safety and Public Service Departments in this building. We have been aware of the need for this building for several years. A feasibility study was completed in 2018 to demonstrate we could construct a building to accommodate our current and future needs on our site with room for future expansion. A careful and accurate development and control of the Project scope, schedule and budget is paramount.

In 2018, Morrow County retained Crow Engineering to conduct a feasibility study to determine the size of building for the property and relative cost of an office building. The results of this study are the basis of the Project. The building is estimated to be 12,500 square feet and cost between \$3.5 and \$5.5M.

A full copy of the RFP project is available on the County's website at:
<https://www.co.morrow.or.us/rfps>

A mandatory pre-proposal conference will be held on **January 8, 2019**, starting at 1:00 pm at 1250 SE 19th, Warrenton OR.

Commented [DG9]: Robynne Parkinson says two, but Day CPM says it can be done in one. Probably finalize that later.

Commented [SS*E10R9]: It is completely up to you I have done them as one step and two step both LoL go figure ☺

Commented [SS*E11]: You reference two step here are you wanting to do a two step or one step for the project this owners rep will help you with? If one step change language here if not all good.

SECTION 2 – SCOPE OF SERVICES

2.1 Anticipated Project Management and Owner's Representative Services

Provide the necessary Project Management services and act as the owner's representative during the Project to Construct a new Government Office building to include but not be limited to the following:

2.2 PROJECT INITIATION AND START UP SERVICES

1. Perform preliminary review and conceptual evaluation as may be required, including, but not limited to, some or all of the following:
 - A. Perform a feasibility study, which shall include, but shall not be limited to, the following:
 - a) Review of the Project's initial intent and;
 - b) Provide conceptual recommendations for Project schedule requirements and;
 - c) Review and recommend considerations for site, requirements, limitations and any concerns.
 - B. Summarize Consultant's findings in a written report to the Owner electronically and hard copy.
2. Review and verify the initial Project budget.
3. Develop initial Project schedule.
4. Organize and lead Project initiation planning meeting between all Stakeholders to discuss, verify or discover differences in Project scope, schedule and budget, as contained in the Project Assignment and Project Scope.
5. Develop an initial Project plan (the "Project Plan") to guide the DBC, which shall include:
 - A. Project description
 - B. Project goals and objectives
 - C. Project constraints
 - D. Project assumptions
 - E. Project Stakeholder list to include:
 - a) Active Project team members
 - b) Team roles and responsibilities
 - F. Work breakdown structure to include:
 - a) Major Project deliverables for the Stakeholders with active roles and assignments
 - b) Assignments
 - c) Schedule of major deliverables
 - G. The plan which defines the following required elements involved in changing Project scope or schedule (the "Change Control Plan"):
 - a) The process
 - b) The decision makers
 - c) Levels of approval authority
 - H. Communication plan which defines the means, methods and levels of participation in, and distribution of Project documentation and reports.
6. Prepare and provide initial Project Plan to Stakeholders for review and comments.
7. Finalize Project Plan.

2.3 PROPOSAL PHASE SERVICES

1. Assist the Owner procurement personnel in the proposal process, including but not limited to, establishing project scope, participating in pre-proposal conferences, responding to questions from proposers, clarifying proposal documents, and attending proposal openings.
2. Assist and attend the pre-construction Charrette meeting.
3. Participate in the Owner's proposal evaluation process which may include interview/presentation process. Owner will retain decision-making authority to select the DBC.

2.4 DESIGN AND CONSTRUCTION PHASE SERVICES

Commented [SS*E12]: I put a few of these in so you can see how to number them.

1. Represent Owner by, reviewing the work required for the design and construction of the Project (the "Design-Build Work") and manage the project phases in accordance with initial and revised Project Plan to ensure Owner is fully informed about the progress of the Design-Build Work.
2. Represent Owner in all DBC meetings by:
 - A. Attending all design and construction meetings.
 - B. Obtaining copies of meeting minutes.
 - C. Insuring that all meeting minutes accurately reflect the tracking of issues, issue assignments, deadlines, completion of assignments, failure to complete assignments, decisions, conclusions and other data deemed pertinent.
 - D. Insuring the distribution of required records of all meetings, minutes, and work product.
3. Administer the Change Control Plan procedures so that they are followed by the DBC in revising the Project Plan to reflect changes in the scope of Design-Build Work.
4. Receive, maintain, and distribute the Project documents, including:
 - A. Correspondence with Owner.
 - B. Correspondence with DBC.
 - C. Correspondence with Stakeholders, if applicable.
 - D. Retain and file the Project Documents in accordance with the Owner File Code System.
5. Review all phases of design document development, including but not limited to programming, schematic design, design development and construction documents development, for clarity and accuracy. Coordinate the review by the Owner and **General Maintenance** representative at all stages during the design development phases.
6. Perform necessary review of the Design-Build Work for compliance with the plans and specifications that govern the Project (the "DBC Documents").
7. Review DBC's applications for payments for accuracy and compliance with the contract documents. Submit reviewed applications to the Owner.
8. Review DBC's change order proposals for accuracy, appropriate pricing, and compliance with Progressive Design-Build contract, including compliance with the current "State of Oregon Standard General Conditions for Public Improvement Contracts" (the "General Conditions").
9. Maintain a master Project schedule with appropriate input from the DBC.
10. Provide weekly accurate updates to the Owner as to status of Substantial Completion and Final Completion, and dates for the Design-Build Work and changes in the schedule.
11. Provide advance notice to the Owner and other Stakeholders as requested by the Owner of Design-Build Work start, Design-Build Work stop, and all potential issues affecting building occupants or other Stakeholders as defined in the Project Plan.
12. Consult with DBC and assist the Owner and employees in preparing and implementing a coordinated move plan for each phase of the Project.

13. Participate in Substantial Completion walk through session with **General Maintenance** and the Owner to prepare the contents of the "punch list" of outstanding items remaining to be completed by the DBC prior to Final Completion. Coordinate the issuance and sign off of the Certificate of Substantial Completion.

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14. Participate in a Final Completion walk through session with the Owner and conducted by **General Maintenance** to verify that all punch list items have been completed and all other issues required for Final Completion have been met in accordance with, and allowing for, the issuance of the Statement of Final Completion.

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2.5 PROJECT CLOSEOUT PHASE SERVICES

1. Ensure that DBC has complied with all requirements of the Design-Build contract to turn over full possession of the building to Facility Owner and employees.
2. In consultation with the Owner review the DBC's close out of the Project.
3. Assist the Owner in finalizing the Design-Build post construction evaluation form.

2.6 POST DESIGN-BUILD CONSTRUCTION AND WARRANTY PHASE SERVICES

1. Coordinate turnover of completed space to the Owner and employees who will occupy the Project site; coordinate system and equipment start-up with the Owner's maintenance personnel; and assist employees in preparing and implementing a coordinated move plan, if applicable.
2. Ensure that all Project close-out items (i.e. bonds, warranties, record drawings, as-built drawings, etc.) have been received from the DBC prior to final payment.
3. Review and document conditions prior to and after employees move in, including, but not limited to, any alleged claims for damage to completed and previously accepted Design-Build Work, if the Owner occupies the Project or any portion thereof prior to final completion of the Design-Build Work by the DBC.

2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION

Prepare or assist in the research and preparation of the necessary documentation and chronology of events as may be required in the development of a response to a claim or resolution of a dispute related to the Project that, by mutual agreement with the Owner, falls outside the boundaries of normal project management administration services originally planned for or considered to be unusual by industry standards and totally unanticipated in a Project typical to this one and therefore not previously included in the Scope of Basic Services. This task will be only for the assistance in the development of a supporting file.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 FIRM AND STAFF QUALIFICATIONS

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar County's and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of managing and staying within pre-determined project budgets, and responsiveness to this RFP. The following factors are important for further consideration and evaluation, please limit responses to 2 pages.

1. **Technical Competence**
Experience, training, and proven expertise in Progressive Design Build and the Services to be provided.
2. **Staffing Capabilities**
The capability under current workloads to perform the work within the desired timeframe. The availability and depth of experience of qualified staff will be considered. Special emphasis will be given to the proposed program manager, project managers and other key personnel.
3. **Project Approach and Planning**
Work methodology, management structure, and any other indications of company processes that would improve construction planning and reduce the impact of unexpected conditions.
4. **Past Performance Record**
Past performance in providing quality projects in an efficient, budgeted, and timely manner. The quality of the work could be an indication of exercising good judgment in foreseeing future problems, accurately estimating potential change orders and knowing the impact of change orders on the overall construction cost of the project. The firm's experience with other public projects of a similar nature is important.
5. **Experience in Resolving Contract Disputes**
Proven claims avoidance and claims resolution record.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed program manager and any project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 30-45 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest-ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

The County may request additional information regarding the demonstrated competence and qualifications and expects to check references. The County expects but is not bound to award contract in February-May 2019.

3.2 LIMITATIONS

This RFP does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firm. The awarding of one or more contract is at the sole discretion of the County.

Commented [SS*E13]: I suggest 45 minutes for this part.

Commented [SS*E14R13]: I also have templates regarding interviews and presentations if you will need them. Okay I probably have everything you will need you just have to let me know what you want LoL. I suppose I should do more trainings for folks I have done 2 so far for OPPA and one for DBIA NW chapter. I will be at the OPPA Spring conference this year in May and of course DBIA conference in Vegas in November.

SECTION 4 – RFP
FIRM BACKGROUND AND RESOURCES

The Qualifications shall be organized as listed below with the following sections:

Part 1:

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firms experience in Progressive Design Build projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.
- f. Typical fee schedule, such as lump sum, percentage or hourly. Provide pricing for this Project.

Part 2:

Team members who will be assigned to the County's project. Provide organizational chart and resumes for proposed members. Describe public agency project experience of program manager, project manager, and other key staff.

- a. Provide a brief history of expertise and role
- b. Describe number of years of experience and types of business conducted.
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects which member has been involved, special consideration for correctional projects.
- e. Professional credentials, if any

Part 3:

List relevant public projects in the last five (5) years, of firm or key team members including:

- a. Project name/location (maximum five (5) and include brief description)
- b. Year completed/current status
- c. Construction value (budget v. final cost)
- d. Client (County name) and contact
- e. Change order percentage

Part 4:

Management approach.

- a. Provide a brief overview as to your proposed strategy and approach to implementing the County's project.
- b. Identify proposed consultants, if any.

Part 5:

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References:

- a. Referrals -Include three (3) relevant client references. Client references and letter of recommendations must include name of client, title, address, telephone number and email address.

Appendix: Résumés and Letters of Recommendation.

4.2 RFP SIZE AND FORMAT

Proposals shall be bound in a booklet or binder and shall not exceed 20 pages (8.5" by 11"), not including a cover letter, section dividers, and resumes of key staff. It is not necessary to provide a company brochure or other marketing material. Five (5) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for the use by the County. Proposals must be submitted by the date and time indicated below. Proposals not submitted by that time will be returned unopened. Proposals shall not be valid unless sealed in a single envelope or box marked:

"Project Management/Ownership Services for Morrow County" and received by:

Morrow County
Attn Darrell Green
101 N. Court St
Heppner, OR 97836

4.3 SUBMISSION DUE DATE

Proposals are due no later than ~~January 17~~ **April 24, 2019 at 4:00 pm**. Facsimile and electronic submissions will not be considered.

4.4 ENCLOSURES

Attachment A: Feasibility Report of Building (Information Only)
Attachment B: Sample contract.
Attachment C: State of Oregon General Conditions
Attachment D: Cost Proposal Form

4.5 CLARIFICATIONS

Refer all inquiries concerning this RFQ-RFP to:

Darrell Green County Administrator
PO Box 788
Heppner, OR 97836
(541) 676-2529
dgreen@co.morrow.or.us

A review team comprised of Morrow County Commissioners, County Administrator, the Project Consultant and possible community members will evaluate each firm's submission based upon the criteria stated in this Request for Proposals and the ability to execute the services. The top application or applications will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firm that the County considers most qualified. The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract, Attachment B. The County reserves the right to negotiate modifications to Statements of Proposals and subsequent Morrow County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with 8 being the lowest score possible score.

Commented [SS*E15]: Depending on your project you may want more number of pages. That will have to be your decision, However I do find 20 pages is usually enough.

Commented [DG16]: I was thinking I might provide a link to the final feasibility study. There is good information in the document.

Commented [SS*E17R16]: Good idea.

Commented [SS*E18]: I always use the words (Information Only) that way we are not held liable for the attachment.

Category	Rating
1. Technical Competence with PDB	1 - 20
2. Staffing Capabilities	1 - 10
3. Management/Project Approach	1 - 10
4. Past Record and References	1 - 10
5. Resolving Contract Disputes	1 - 10
6. Availability and Familiarity with Morrow County	1 - 20
7. Fee Schedule	1 - 10
8. Met ALL Proposal Requirements in <u>RFQRF</u>	1 - 10
TOTAL SCALE SCORE	8 - 100

RESERVATIONS:

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFP as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.120.

DESIGNATED CONTACT:

The awarded firm shall appoint a person to act as a primary contact with the County. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS:

Include Proof of Insurance furnished by the applicant’s carrier to guarantee the applicant is insured. The awarded applicant must file with the County, certificates of insurance prior to commencement of work evidencing the County as a certificate holder as additionally insured with the following minimum coverage:

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000. Comprehensive general liability will be on an occurrence basis including products and completed operations.

Commented [DG19]: Thanks for pointing this out

Commented [SS*E20]: Be sure you did your risk assessment and that the limits and types of coverages fit your project.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

INDEMNIFICATION:

The Proposer shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by County and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Proposer shall, at its expense, secure and provide to the County, prior to beginning performance under a contract, all insurance coverage as required in this RFP.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

ASSURANCES:

The Proposer shall provide a statement of assurance (Appendix D) that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Oregon and ordinances and regulations of the County will apply.

PROJECT RECORDS:

The awarded Proposer shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods. The County reserves the right determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Oregon Public Disclosure Statutes. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS:

Proposers shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the County.

NO COLLUSION:

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

SUBMITTAL WITHDRAWAL:

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the County, if the following is established:

1. That the Proposer acted in good faith in submitting the submittal;
2. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
3. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
4. That the error was discovered and communicated to the County within twenty –four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
5. The Proposer submits documentation and an explanation of how the error was made.

PROTEST PROCEDURE:

1. All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their proposals.

2. Requests for changes or clarifications of the Request for Proposals shall be delivered in writing by 2:00 p.m. on ~~May-15~~ April 11, 2014~~9~~. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Proposals, shall be delivered in writing by 2:00 p.m. on ~~May-16~~ April 12, 2014~~9~~, as stated in the Calendar of Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if

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appropriate, amend the RFP. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFP.

3. Any Proposer responding to the RFP claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on ~~June 3~~ May 22, 2014 as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.

4. In order to be considered, a protest shall be in writing and shall include:

- a. The name and address of the aggrieved person;
- b. The contract title under which the protest is submitted;
- c. A detailed description of the specific grounds for protest and any supporting documentation;
- d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest;
- e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 Court St., Heppner, OR 97836; and
- f. The label "Protest".

5. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties.

The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address set forth in Section, not more than two (2) working days after receipt of the decision. The Board of Commissioner's decision shall be final and conclusive.

6. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.

7. The County shall retain this RFP and one copy of each original response received from all responding Consultants, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemption from disclosure apply only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.

Attachment A:

**Crow Engineering Feasibility Study of North County
Government Building**

https://drive.google.com/file/d/1gUli_D9rcrBfvrdOasvRY5Yzb0568HhS/view?usp=sharing

**MORROW COUNTY
REQUEST FOR PROPOSALS
Attachment B: Proposed Contract Terms and Conditions**

MORROW COUNTY SERVICES CONTRACT

This Contract is made and entered into by and between Morrow County, a political subdivision of the State of Oregon, hereinafter "County", and _____, hereinafter referred to as "Contractor".

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

1. **Effective Date.** This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.

2. **Scope of Work.** Contractor shall perform all services described in RFP Scope of Services (Section 2) incorporated herein.

3. **Consideration.** County shall pay Contractor as follows: _____. The maximum payment under this Contract, including expenses is _____. Contractor shall submit an invoice to County Attn: Finance Department, PO Box 867, Heppner OR 97836 within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.

Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. **Authorized Representatives.** The parties designate the following individuals to be their respective authorized representative for all matter with respect to the Work to be performed under this Contract:

<u>Morrow County</u>	<u>Contractor</u>
Darrell Green	name
(541) 676-2529	phone
dgreen@co.morrow.or.us	email

5. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

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Commented [SS*E21]: Somewhere in here you need to add the General Conditions 2012 approved by DOJ under the Model Rules. Do you have those? If not let me know I can email them to you although they are out on our procurement website also.

Commented [DG22]: I would need those

Commented [SS*E23R22]: Will send in the email for you and make them Attachment C.

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6 Ownership of Work Product. For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. Representations and Warranties. Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall in accordance with professional standards applicable to the work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.

8. Records Maintenance. Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examination and copying.

9. Compliance with Laws. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:

a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10- day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.

d. Contractor shall promptly, as due, make payments 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 the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys 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 the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Morrow County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Morrow County. County may, at its election and expense, assume its own defense and settlement.

11. **Subcontracting.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

12. **Termination.** This Contract may be terminated as follows:

- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days of the date of the notice, (except as otherwise provided in this section 12(c)). developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding section 12(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

13. Payment on Early Termination. Upon termination pursuant to section 5, payment shall be made as follows:

a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

14. Remedies. In the event of material breach of this Contract the Parties shall have the following remedies:

a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. Limitations of Liability. Except for liability arising under or related to Section 12, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

16. Insurance. Contractor shall provide insurance in accordance with Exhibit 2.

17. Debt Limitation and Non-Appropriation. This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Morrow County Board of County Commissioners.

18. **No Third-Party Beneficiaries; Successors and Assigns.** The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

19. **Severability.** If any term or provision of this Contract 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 this Contract did not contain the particular term or provision held to be invalid.

20. **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. **Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Morrow County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in-persona jurisdiction of said courts.

22. **Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

**ATTACHMENT C: STATE OF OREGON GENERAL CONDITIONS FOR
PUBLIC IMPROVEMENT**

Refer to link:

**[https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.
pdf](https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf)**

ATTACHMENT D - COST PROPOSAL FORM

COST PROPOSAL:

Inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressing design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services.

NOTE: Provide backup information and detailed breakdowns on any line items that total over \$5,000.00.

TOTAL NTE FEE **\$** _____

Authorized Signature and Date: _____

Typed or Printed Name and Title of Signatory: _____

FEIN ID# (required): _____

DUNS# (required): _____

Business Telephone Day: _____ Eves/Weekends: _____

Mobile: _____ Fax: _____

Email: _____

CONTRACTOR:

MORROW COUNTY:

Commission Chair _____

Date: _____

Commissioner _____

Commissioner _____

Date: _____



ENERGY FACILITY SITING COUNCIL

Energy Facility Siting Council Meeting Notice and Agenda

**Oregon Department of Energy – Meitner Conference Room
550 Capitol Street NE, First Floor
Salem, OR**

Friday, March 22, 2019 at 8:30 a.m.

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

Friday, March 22, 2019

A. Consent Calendar – Approval of minutes; Council Secretary Report; and other routine Council business.

B. Montague Wind Power Facility, Construction Update and Results of Wildlife Surveys (Information Item) – Sarah Esterson, Senior Siting Analyst. The Council will receive an update on the construction status of Phase 1 of the Montague Wind Power Facility, which includes 56 wind turbines and related or supporting facilities. Staff will also provide an update on results of wildlife and habitat surveys, as required by Site Certification Condition 10.

C. Oregon Department of Energy, Oregon Climate Authority, and Legislative Update (Information Item) – Janine Benner, Oregon Department of Energy Director, Robin Freeman, Oregon Department of Energy Government Relations and Lesley Jantarasami, Oregon Department of Energy Senior Climate Policy Analyst. The Council will receive an update from Director Janine Benner, Robin Freeman and Lesley Jantarasami regarding the Oregon Climate Authority bill and other legislation relevant to the Department.

D. The Climate Trust Presentation (Information Item) – Sheldon Zakreski, Chief Operating Officer. The Council will receive a presentation on The Climate Trust's Fourth Five Year Report.

E. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council's jurisdiction that is not otherwise closed for comment.

F. [WORKING LUNCH] Summit Ridge Wind Farm, Continuation of Council Review of the Draft Proposed Order on Request for Amendment 4 of the Site Certificate – Luke May, Siting Analyst. The Council will continue review, initiated at the February 22, 2019 Council meeting, of the Draft Proposed Order on Request for Amendment 4 of the Summit Ridge Wind Farm site certificate, and of comments received on the record of the draft proposed order public hearing. Request for Amendment 4 seeks Council approval to extend the construction commencement and completion deadlines by 2 years.

Adjourn

[2:00 p.m.] PGE Battery Storage Tour – Council and staff will conduct a tour of Portland General Electric’s Salem Smart Power Project, which includes a 5 megawatt lithium ion battery and inverter system. The tour is informational for the Council and staff.

Anticipated Future Energy Facility Siting Council Meetings: May 16-17; June 20-21; July 25-26; Aug. 22-23; Sept. 26-27; Oct. 24-25; Nov. 21-22; Dec. 19-20. Locations to be determined.

To participate by teleconference please call toll-free: 1-877-873-8017 and enter code 799345.

Webinar Information: <https://meet.oregon.gov/sean.mole/MBFDWB4R>

Meeting Materials associated with the agenda items will be available at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/Council-Meetings.aspx>

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Pursuant to Oregon Administrative Rule 345-011-0035, the public may ask the Council formally to address relevant issues within the Council’s jurisdiction at future meetings. Please be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue, call or write:

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Energy Siting Division/ODOE

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Salem, OR 97301-3737

Toll-Free (in Oregon): 1-800-221-8035

Phone: 503-378-8328

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Americans with Disabilities Act: The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Esther Kooistra at 503-378-3895; Fax 503-373-7806, or toll free in Oregon at 800-221-8035. TTY users should call the Oregon Relay Service at 711.

Darrell Green

From: Terianna Tobin <t-briggs@hotmail.com>
Sent: Friday, March 15, 2019 12:06 PM
To: Darrell Green
Subject: Second Amendment Preservation Ordinance

Hello Mr. Green,

We spoke earlier on the phone and I mentioned the SAPO which I've found a multitude of articles, a Tom McKirgan, a member of the Oregon chapter of the Three Percenters is attempting to have this instated across the state. One of the articles is in reference to a separate county and their response.

As I've found the laws passing by the state are infringing on the second amendment on the Rights to Bear Arms, the more recent being about hunting, more thorough background checks to see if a person is fit to bear arms and revoking that right, ect.

I hope we can have a open dialogue and introduce this measure to the County Border committee and if possible involve the citizens as the matter does affect them.

Thank you for your time,
Terianna N. Tobin
(509) 910-4303
t-briggs@hotmail.com

<https://blog.tenthamentcenter.com/2018/11/gun-rights-sanctuary-counties-voters-in-oregon-set-foundation-for-eight/>

<https://www.opb.org/news/article/gun-rights-county-ordinance-oregon-militia-douglas-county/>

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Gun Rights Sanctuary Counties: Voters in Oregon Set Foundation for Eight

By: Mike Maharrey|Published on: Nov 6, 2018|Categories: Ballot Measures,
Local, Right to Keep and Bear Arms|



DOUGLAS COUNTY, Ore. (Nov. 6, 2018) – Voters in eight Oregon counties have passed ballot measures that set the stage to create what supporters call “gun rights sanctuary” counties.

Second Amendment Preservation Ordinances on the ballot passed in 8 of 10 counties today. They create a mechanism to “guarantee that no county funds will be used to enforce gun laws that are believed to violate the Second Amendment, including registration rules and limitations on semi-automatic weapons and ammunition,” according to a report in the *News-Review* of Douglas County.

Voters there passed measure 10-165 by an overwhelming margin of 73 to 27 percent.

It would require the sheriff to determine whether any federal, state or local laws and regulations relating to firearms, firearms accessories or ammunition violate the U.S. or Oregon constitutions. Any law or regulation the sheriff deemed unconstitutional would be unenforceable in the county. Once deemed unconstitutional, the ordinance would prohibit the counties from authorizing the use of funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing such laws.

Similar Second Amendment Preservation Ordinances passed in the following counties as well.

- Baker, Measure 1-84: 66-34%
- Columbia, Measure 5-270: 52-48%
- Klamath, Measure 18-110: 63-37%
- Lake, Measure 19-32: 72-28%
- Linn, Measure 22-174: 50-49%
- Umatilla, Measure 30-128: 65-35%
- Union, Measure 31-96: 58-42%

Jackson County residents rejected Measure 15-181 43-57% and Lincoln County residents rejected Measure 21-189 by a vote of 36-64%.

Rob Taylor is an Oregon activist who was instrumental in spearheading the movement to get these ordinances on the ballot. He said he wants to see every county in the state adopt similar ordinances

“Every time that I file an initiative, there are these feelings of excitement and anticipation, a readiness, an eagerness to begin the campaign. It is so empowering to live in a country where the founders had such foresight to create a process that any individual can use to redress their grievances against the government machine,” he said.

“Politics can be a prelude to war or a solution to an overwhelming conflict. The initiative process is a check on unfettered authority and another way to defeat those who would take away individual rights without the people resorting to real weaponry on real battlefields. However, we will wield these initiative petitions like weapons against the state and federal governments that are intent on taking away our right to bear arms. They will receive no cooperation. The Second Amendment Sanctuary Ordinance will be our hammer to pound against opponents and a shield to protect supporters until we have created a sanctuary for all law-abiding gun owners in every county of Oregon.”

According to Taylor, sheriffs in eight of the 10 counties publicly support the Second Amendment Preservation Ordinance. Only one has publicly opposed the measure. Lincoln County Sheriff Curtis Landers signed onto a statement of opposition that was littered with fallacies, including an invocation of the federal supremacy clause.

LEGAL BASIS

Second Amendment Preservation Ordinances rest on a well-established legal principle known as the anti-commandeering doctrine. Simply put, the federal government cannot force states to help implement or enforce any federal act or program — that includes enforcing federal firearms laws. The anti-commandeering doctrine is based primarily on five Supreme Court cases dating back to 1842. *Printz v. U.S.* (1997) serves as the cornerstone.

“We held in *New York* that Congress cannot compel the States to enact or enforce a federal regulatory program. Today we hold that Congress cannot circumvent that prohibition by conscripting the States’ officers directly. The Federal Government may neither issue directives requiring the States to address particular problems, nor command the States’ officers, or those of their political subdivisions, to administer or enforce a federal regulatory program. It matters not whether policy making is involved, and no case by

case weighing of the burdens or benefits is necessary; such commands are fundamentally incompatible with our constitutional system of dual sovereignty.”

And more recently, in *Murphy v. NCAA* (2018), the Court held that Congress can't take any action that “dictates what a state legislature may and may not do” even when the state action conflicts with federal law. Samuel Alito wrote, “a more direct affront to state sovereignty is not easy to imagine.” He continued:

The anticommandeering doctrine may sound arcane, but it is simply the expression of a fundamental structural decision incorporated into the Constitution, i.e., the decision to withhold from Congress the power to issue orders directly to the States ... Conspicuously absent from the list of powers given to Congress is the power to issue direct orders to the governments of the States. The anticommandeering doctrine simply represents the recognition of this limit on congressional authority.

EFFECTIVE

The federal government relies heavily on state cooperation to implement and enforce almost all of its laws, regulations and acts – including gun control. By simply withdrawing this necessary cooperation, states and localities can nullify in effect many federal actions. As noted by the National Governor's Association during the partial government shutdown of 2013, “states are partners with the federal government on most federal programs.”

Based on James Madison's advice for states and individuals in *Federalist #46*, a “refusal to cooperate with officers of the Union” represents an extremely effective method to bring down federal gun control measures because most enforcement actions rely on help, support and leadership from state and local governments.

Fox News senior judicial analyst Judge Andrew Napolitano agreed. In a televised discussion on the issue, he noted that a single state taking this step would make federal gun laws “nearly impossible” to enforce.

“Partnerships don't work too well when half the team quits,” said Michael Boldin of the Tenth Amendment Center. “By withdrawing all resources and participation in federal gun control, states and even local governments can help bring these unconstitutional act to their much-needed end.”

Some gun rights supporters argued that such a measure is “unnecessary” because it addresses a nonexistent problem with a Republican Congress and an

NRA-backed president. In fact, the Trump administration actually ramped up enforcement of federal gun laws in 2017.

Tags: Ballot Measures, Elections, Gun Rights, Gun Rights Sanctuary, local, Oregon



Mike Maharrey

Michael Maharrey [\[send him email\]](#) is the Communications Director for the Tenth Amendment Center. He proudly resides in the original home of the Principles of '98 – Kentucky. See his blog archive [here](#) and his article archive [here](#). He is the author of the book, [Our Last Hope: Rediscovering the Lost Path to Liberty](#). You can visit his personal website at [MichaelMaharrey.com](#) and like him on Facebook [HERE](#)

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Voters in Oregon Have the Opportunity to Set Foundation to Create 10 "Gun Rights Sanctuary" Counties



Oregon County Passes Ordinance Taking First Step to Nullify Gun Control in Effect



Oregon County Passes Ordinance Ending Enforcement of Some State and Federal Gun Control



Missouri Bill Would Ban State Support and Enforcement of Federal Gun Control "Past, Present, or Future"

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Darrell Green

From: Mckenzie Farrell <mfarrell@oregoncounties.org>
Sent: Friday, March 15, 2019 4:39 PM
To: Mckenzie Farrell
Subject: NACo launches mobile app to address broadband access
Attachments: TestIT PR final_RCAP w LISC NACo info and logos (003) (2).docx

Commissioners, Judges, and County Administrators:

During the Legislative Committee meeting on Monday, members who attended the NACo Legislative Conference shared information on a new mobile app to address broadband access.

Below is more information, and a draft press release is attached that you can customize and distribute locally to encourage app usage.

Additional opportunity: Webinar -- Rural Reconnect Broadband Program Application Process | Thursday, March 21 at 2PM | [REGISTER](#)

The U.S. Department of Agriculture’s new Rural Broadband ReConnect Program furnishes loans and grants to provide funds for the costs of construction, improvement, or acquisition of facilities and equipment needed to provide broadband service in eligible rural areas. Program information may be found at <https://www.usda.gov/reconnect>.

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NACo LAUNCHES MOBILE APP TO ADDRESS BROADBAND ACCESS

NACo, Rural LISC and RCAP launch mobile app and announce the Bridging the Economic Divide Partnership to address rural broadband access

The National Association of Counties (NACo), the Rural Community Assistance Partnership (RCAP) and Rural LISC (Local Initiatives Support Corporation) have partnered to address the critical need for affordable high-speed internet for rural communities across the country. Together, the three organizations developed a mobile app that gives mobile phone users the power to accurately identify areas with low or no internet connectivity and share that information to push for change. Armed with that data, the organizations will advocate for adequate funding for broadband infrastructure across the country.

“TestIT” (available for iOS and Android) uses an open-source sampling tool developed by Measurement Lab (MLab) to aggregate broadband speeds from mobile device users across the country. Accurate data ensures that broadband infrastructure receives the investments needed to provide internet access to rural communities. This partnership between NACo, RCAP and Rural LISC shows how organizations working together for rural communities can have a greater impact.

“Access to affordable, high-speed internet is essential to connect people and places and compete in today’s economy,” said NACo Executive Director Matthew Chase. “Outdated broadband mapping techniques limit Congress’ ability to accurately identify and allocate broadband

resources across much of America. This mobile app will help identify gaps in broadband coverage and help guide federal, state and local decision-making.”

Lack of reliable broadband is a major economic barrier and an issue of socioeconomic equality. Our lives and futures have become inextricably tied to technology. Without access to high-speed internet, many of our rural communities are becoming increasingly isolated and left behind. A 2018 study conducted by Microsoft concluded that 19 million rural Americans do not use broadband, largely due to a lack of access. For these small communities, broadband can serve as a lifeline, connecting students to online degrees and connecting sick patients to medical consultation locally unavailable.

“Rural LISC’s work is grounded in supporting and amplifying the voices of our grassroots partners. They have consistently raised the connectivity gap as a major economic barrier. The TestIT app provides a platform to amplify not only their voices, but also the voices of every rural resident,” said Suzanne Anarde, LISC Vice President and Rural LISC Director. “It is our hope that through our partnership with NACo and RCAP, we are empowering users to advocate for the future of their families and their communities.”

High-speed internet is also consistently voiced as a top challenge facing small businesses in rural America and stifles entrepreneurship by limiting the ability of individuals to take on independent work. In this economy, broadband is critical to building resilient and future ready rural communities.

The app allows users to be active participants in the national effort to bring awareness about the lack of high-speed internet connectivity in communities across the country. Within the app, users can test their broadband speed from anywhere. Snapshots of individual tests will be collected within a database, allowing partners to analyze connectivity data across the country. This data will bridge the gap between rural residents’ everyday experience and connectivity data provided by internet service providers, which is often inaccurate and inflated.

“This app is an exciting opportunity for us to help provide insight into true accessibility of broadband in rural communities. Partnering with NACo and LISC allows us to build a network of users from across the country, as well as showing the critical importance of building partnerships to affect change at the local level,” said RCAP Executive Director Nathan Ohle. “This initiative will shed light on communities that are often overlooked or underserved and identify opportunities to better leverage critical federal resources.”

Contributed by: [National Association of Counties](#)

ABOUT RCAP

RCAP is a national non-profit network providing opportunity, assistance, and practical guidance to small communities in all fifty states, U.S. territories, and tribal lands to ensure access to safe drinking water, sanitary wastewater disposal, and economic prosperity for all rural America. To learn more about RCAP, visit www.rcap.org.

ABOUT NACo

The National Association of Counties (NACo) strengthens America’s counties, including nearly 40,000 county elected officials and 3.6 million county employees. Founded in 1935, NACo unites county officials to advocate for county government priorities in federal policymaking; promote

exemplary county policies and practices; nurture leadership skills and expand knowledge networks; optimize county and taxpayer resources and cost savings; and enrich the public's understanding of county government. www.naco.org.

ABOUT RURAL LISC

Launched in 1995, Rural LISC is the rural component of the largest community development support organization in the country, called LISC (Local Initiatives Support Corporation). For 24 years, Rural LISC has partnered with rural communities, helping to forge innovative solutions that lead to prosperity and opportunity. Rural LISC provides a wide range of services, investing in the grassroots efforts of its 87 partner community-based organizations, Rural LISC is committed to making rural communities good places to live, work, do business and raise children. Learn more at www.lisc.org/rural.

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NACo, Rural LISC and RCAP launch mobile app and announce the *Bridging the Economic Divide* Partnership to address rural broadband access

Washington, DC (February 26, 2019) – The National Association of Counties (NACo), the Rural Community Assistance Partnership (RCAP) and Rural LISC (Local Initiatives Support Corporation) have partnered to address the critical need for affordable high-speed internet for rural communities across the country. Together, the three organizations developed a mobile app that gives mobile phone users the power to accurately identify areas with low or no internet connectivity and share that information to push for change. Armed with that data, the organizations will advocate for adequate funding for broadband infrastructure across the country.

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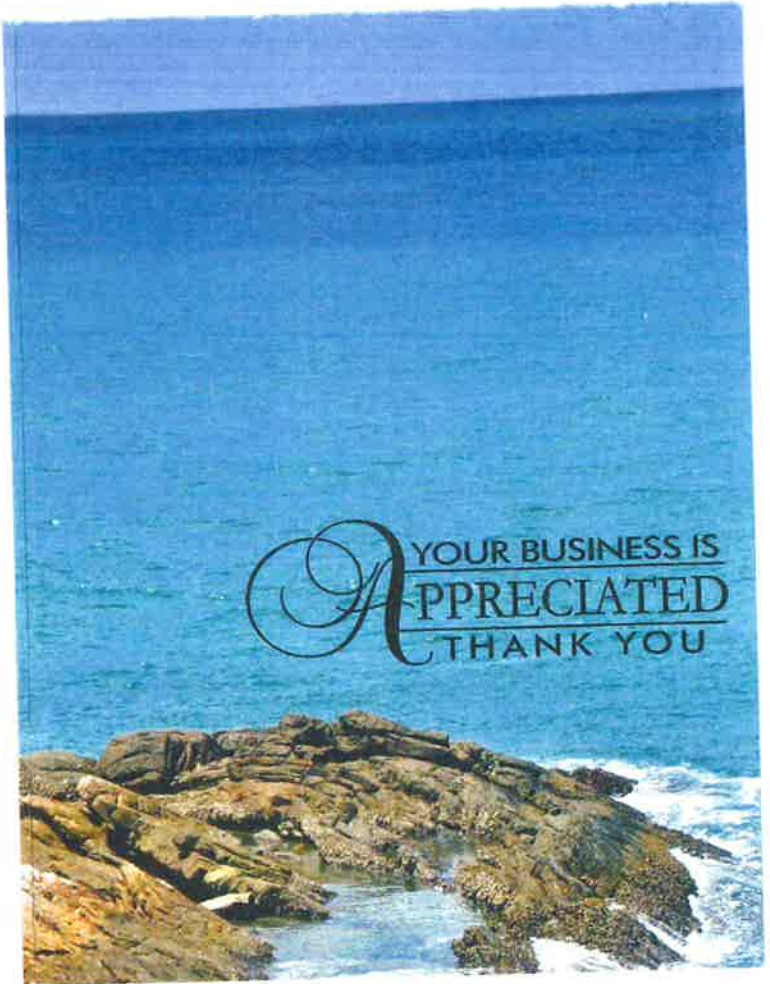
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Again, thank you.

Eric Mullins