

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, April 24, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, 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 April 25th
 - b. Minutes: March 27th
 - c. Wolf Compensation & Financial Assistance Grant Agreement #ODA-4161-19
 - d. Contract with Doug's Septic Service Inc. for Portable Toilets
 - e. Memorandum of Agreement with the Department of Environmental Quality, On-Site Wastewater Treatment Program
 - f. Intergovernmental Agreement with Umatilla County to Provide On-Site Wastewater Treatment Program
- 5. Business Items**
 - a. Owner's Representative Update (Darrell Green, Administrator)
 - b. Resolution R-2019-9, County Assessment Function Funding Assistance (CAFFA) Program Grant Application (Mike Gorman, Assessor/Tax Collector)
 - c. Second Reading & Adoption, Code Enforcement Ordinance, ORD-2019-4 (Carla McLane, Planning Director)
 - d. Second Reading & Adoption, Miller/Haguewood Aggregate, ORD-2019-5 (Carla McLane)
 - e. Budget Resolution R-2019-8, Parole & Probation Work Crew Van Replacement (Kate Knop, Finance Director)
 - f. Agreement with Morrow County Health District to Provide Reproductive Health Exams for Morrow County Public Health Department (Sheree Smith, Public Health Director)
 - g. OHSU Training Affiliation Agreement with Morrow County Public Health (Sheree Smith)
- 6. Department Reports**
 - a. Road Department Monthly Report (Eric Imes, Assistant Road Master)
 - b. Weed Department Quarterly Report (Dave Pranger, Weed Inspector)
 - c. Clerk's Quarterly Report (Bobbi Childers, Clerk)
 - d. Human Resources Quarterly Report (Karmen Carlson, Director)
 - e. Surveyor Quarterly Report (Stephen Haddock, Surveyor)
 - f. Public Health Written Quarterly Report (Sheree Smith)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets can also be found 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 Lutchter 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, Administrator at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes
March 27, 2019
Bartholomew Building, Upper Conference Room
Heppner, Oregon**

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:05 a.m.

Public Hearing: Miller/Haguewood Aggregate – Request to add a locally significant aggregate site to the Morrow County Inventory of Natural Resources, Aggregate & Mineral Resources

Chair Doherty called for abstentions or conflicts of interest.

Commissioner Russell stated he had none.

Commissioner Lindsay said the Conditional Use Permit referenced her farm several times, therefore she decided to refrain from participation, upon the advice of County Counsel and the State.

Chair Doherty outlined how to offer testimony and called for the Staff Report.

Ms. McLane offered the following information:

- The site is located on Cutsforth Road
- Applicant is Corey Miller. Owners are: Mark and Shannon Miller; Keven Haguewood and Michelle Butler
- This action will list the facility/site in the Comprehensive Plan. The analysis for that action was done and included in the Planning Commission Final Findings of Fact. The Agenda Packet for today's Public Hearing included those Findings, along with other materials and maps, which were then reviewed by Ms. McLane.

Chair Doherty asked how, or if, monitoring takes place regarding the amount that can be mined (500,000 tons over the duration of the mining operation).

Ms. McLane said the applicant must obtain a permit from the Oregon Department of Geology and Mineral Industries (DOGAMI), which tracks that activity.

Chair Doherty asked how, or at what point, does the County determine it has enough rock pits.

Ms. McLane said the land use program is not set up to regulate the market. There are 75 rock pits on the DOGAMI list and some that pre-date that list. There are probably over 100, but a much smaller number are actively mined, she said. An analysis could be done to say there is no reason for any more, but she said she didn't know what that would be but could look into it.

Chair Doherty commented, "It would be like saying there is enough wheat grown and you probably don't need to grow wheat!"

Chair Doherty called for proponents to speak.

Corey Miller said, of course, he was in favor of the pit and it's strategic location to hopefully service the Wheatridge Wind Project. It's on a County road that will have a road use agreement and will be in the heart of the project. It's a good way to use some ground that is not being used for anything else, he added.

Commissioner Russell said he assumed this request was in anticipation of that project and past history shows a lot of rock for roads is needed for wind projects.

In answer to the question about monitoring the amount mined, Mr. Miller said DeAtley Crushing Service works many of these big projects and while he was at one of their jobsites, he saw that they used a scale to know exactly how much was taken out after every shift.

Commissioner Russell said if the aggregate is being sold to an end-user, there has to be an accurate way to measure that. People want to pay for what they receive, he said.

Chair Doherty said trucks can't be loaded with 60 ton and then drive down the road. There are weight limits, correct?

Public Works Director Matt Scrivner agreed.

Chair Doherty called for proponents. Hearing none, he called for opponents; no response.

Chair Doherty closed the Public Hearing 9:22 a.m. and said the Board will deliberate the action.

Commissioner Russell moved to adopt the findings of the Planning Commission as presented and approve the application, and direct staff to prepare the necessary approval documents. Chair Doherty seconded. Vote: Aye: Chair Doherty, Commissioner Russell. Refrained: Commissioner Lindsay. Motion carried.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, March 28th, \$239,967.52.*
- 2. Ninth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services #154124 – additional funding of \$3,750 within the Public Health Emergency Preparedness Program Element #12, and authorize Chair Doherty to sign on behalf of the County.*
- 3. Applications for Necessity to Build on Right-Of-Way from Columbia Improvement District: Number OOA - Bombing Range Road .01 miles from the intersection with Wilson Lane, irrigation water line; Number OOC – Bombing Range Road .41 miles from the intersection with Wilson Lane, irrigation water line; and authorize the Public Works Director to sign.*

Commissioner Russell seconded. Unanimous approval.

Business Items

Request for Proposals – Irrigon Building Project Owner’s Representative

Darrell Green, Administrator

Mr. Green reviewed the draft RFP and said the value of the project listed in the document is \$4.5-6 million. He said he wanted to make sure everyone was on the same page. After discussion, the Board agreed by consensus to list the project value as \$4.2-6 million. They also agreed to Mr. Green utilizing the services of Progressive Design-Build Consultant Robynne Thaxton Parkinson to review the RFP and assist in the selection process of the Owner’s Representative.

Commissioner Lindsay moved to approve the Owner’s Representative Request for Proposals as presented. Commissioner Russell seconded. Unanimous approval.

Commissioner Lindsay moved to approve the notices and advertisements in the Daily Journal of Commerce and The Oregonian. Commissioner Russell seconded. Unanimous approval.

Bartholomew Building Lower Level Remodel – Request for Proposals

Mr. Green reviewed the changes made to the draft RFP and Bid Booklet since they were presented at last week’s meeting. Brief discussion.

Commissioner Russell moved to approve the Bartholomew Building Lower Level Remodel Announcement and Bid Booklet. Commissioner Lindsay seconded. Unanimous approval.

Reclassification Requests – Status Update

Karmen Carlson, Human Resources Director

Two employees submitted Reclassification Requests, which were denied in the initial round by HR using the JOBMEAS™ evaluation system. However, according to Personnel Policies, the employee can request that HR conduct a salary survey using three larger and three smaller counties based on population according to the Oregon Blue Book. Ms. Carlson said she

undertook that process and reviewed the results with the Board. As per Policy, Ms. Carlson explained the Board needs to concur, or not, with the salary survey.

Additional discussion about the next step outlined in Personnel Policies if an employee is unsatisfied with the classification, that being the Request for Review.

The Board concurred with the salary survey.

Public Works Budget Transfer Resolution No. R-2019-7

Kate Knop, Finance Director

As background, the Ione-Boardman Project came in at a savings of \$203,374 in Asphalt and the Road Committee agreed it should be allocated to the Keen and Snyder Bridge Widening Project. Today's requested action will accomplish a transfer within the Road Fund to Bridge Replacement, Capital Outlay, in the amount of \$215,556. Ms. Knop recommended approval of the Resolution.

Commissioner Russell moved to approve Resolution No. R-2019-7, as written. Commissioner Lindsay seconded. Unanimous approval.

Federal Lands Access Program (FLAP) Project Memorandum of Agreement, Surface Improvements – East of Morphine Lane

Matt Scrivner, Public Works Director

Mr. Scrivner explained the Road Department originally applied for the FLAP Grant in 2016 to assist with chip sealing 0.5 miles of East of Morphine Lane between Highway 207 and the OHV Park; and repair and re-gravel 10.35 miles of East of Morphine Lane between the OHV Park and Tupper Lane. Total project cost: \$710,458; County match of in-kind labor and equipment: \$72,964; FLAP portion (asphalt, aggregate, some culvert repair): \$637,494.

Commissioner Russell moved to accept the Memorandum of Agreement with the Federal Lands Access Program for the Surface Improvements of East of Morphine Lane, and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Road Department Monthly Report

Mr. Scrivner reviewed the report. Additional discussions took place on permits related to the Vadata project and the Wheatridge Project. Mr. Scrivner noted there have been no follow-up conversations on the road agreement for the Wheatridge Project and the County has reached out to them. It was proposed a Work Session take place to cover the multiple issues impacting the Road Department as a result of growth on the north end of the County.

Correspondence

- Article that appeared on the “My Columbia Basin” website regarding the Wheatridge Amended & Restated Strategic Investment Program Agreement negotiated by Chair Doherty and his team.
- Flyer for a Wellness Fair on April 26th at the American Legion Hall in Ione from 10:00 a.m.-2:00 p.m.

Commissioner Reports

- Commissioner Lindsay said she testified in Salem on behalf of funding for County Fairs. She said she had a conversation with Mr. Scrivner about the fact Wheatridge representatives have not contacted the County. The County can no longer have last minute meetings because staff members need the necessary time to work through a request. Commissioner Lindsay also attended Community Counseling Solutions’ Advisory Board meeting. Commissioner Lindsay was asked to serve on the Association of Oregon Counties’ (AOC) audit committee, which she said will be productive as the County creates its own audit committee.
- Commissioner Russell said he testified in Salem on March 21st in opposition to Senate Bills 103 and 104 which seek to limit the size of dairies. He also reported the Columbia Development Authority could be close to an agreement with the Confederated Tribes of the Umatilla Indian Reservation regarding issues of spiritual or cultural significance. If an agreement is reached, the transfer of the Umatilla Army Depot land to multiple entities could possibly take place this calendar year. Those entities are Morrow County, Umatilla County, CTUIR, Port of Morrow and the Port of Umatilla.
- Chair Doherty said during the last few months he’s been involved with the Behavioral Health Justice Reinvestment Consortium to craft ways to reduce recidivism for those with mental health challenges and to obtain more funding for related programs. To that end, he testified in Salem. He also testified on behalf of Public Health and requested the letter he read be provided in next week’s Agenda Packet under Correspondence. Chair Doherty said the AOC asked him to help determine best practices for counties relative to the 2020 U.S. Census and he is currently researching that in conjunction with Mr. Green.

Signing of documents

Adjourned: 11:55 a.m.



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

(For BOC Use)
Item #
4c

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

Presenter at BOC: Commissioner Doherty
Department: BOC
Short Title of Agenda Item:

Phone Number (Ext): 5303
Requested Agenda Date: 4-24-19

(No acronyms please)

Review & accept Oregon Department of Agriculture Wolf Compensation &
Financial Assistance 2019 Grant Agreement #ODA-4161-19

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From: Fully Executed

Through: January 31, 2020

Total Contract Amount: \$1,400

Budget Line:

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
DATE 4/18/19 Administrator Required for all BOC meetings
DATE 4-18-19 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
DATE
Human Resources *If appropriate
DATE

* 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):

This is an annual grant overseen by the Morrow County Wolf Depredation Advisory Committee. The \$1,400 total grant amount is broken down as follows:

Preventive methods/deterrents: \$1,000
Administration: \$400

An Area of Known Wolf Activity (AWKA) was designated for Morrow County on December 31, 2018, however there is not a proven wolf depredation at this time.

At the February 21, 2019 meeting of the Wolf Committee, Oregon Department of Fish & Wildlife Biologist Steve Cherry reported increased wolf activity in the last few months, specifically in the National Forests. What the wolves will do or where they will go in the future is unknown, he also said.

The Wolf Committee members continue to talk to livestock producers one-on-one and in meetings about the availability of these funds. The sentiment among the members is interest from livestock producers will likely increase when a proven depredation occurs.

2. FISCAL IMPACT:

Up to \$400 can be reimbursed to Morrow County for administration. Those funds can assist with the time put in by the Executive Assistant to facilitate Wolf Committee meetings and documents.

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

Move to approve ODA Wolf Compensation & Financial Assistance 2019 Grant Agreement #ODA-4161-19 in the amount of \$1,400 and authorize Chair Doherty to sign on behalf of the County.

Attach additional background documentation as needed.



**OREGON DEPARTMENT OF AGRICULTURE
WOLF COMPENSATION AND FINANCIAL ASSISTANCE
2019 GRANT AGREEMENT – GRANT #: ODA-4161-19**



BETWEEN: State of Oregon, acting by and through its Oregon Department of Agriculture

AND: Grantee: Morrow County
Grantee Address: P. O. Box 788
Heppner, OR 97836

DATE: Date of Agreement: April 5, 2019

**SECTION 1
LEGAL BASIS OF AWARD; TERM OF AGREEMENT**

Section 1.01. Pursuant to Oregon Laws 2011, Chapter 690 (the “Act”), the Department of Agriculture (the Department) shall establish and implement a wolf depredation and financial assistance grant program and award grants in accordance with Section 1 of the Act and rules adopted by the Department in OAR chapter 603, Division 019(the “Rules”) pursuant to Section 1(4) of the Act.

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed and has been approved as required by applicable law (the “Effective Date”). The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2020** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date.

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **April 3, 2019**, a maximum of **\$1,400.00** (Grant money) to be awarded by Grantee to Award Recipients as set forth in Table 2.01 for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction;
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as defined in OAR 603-019-0001(5) and 603-019-0015(g);
- 4) Compensation for missing livestock or working dogs resulting from wolf depredation.

Table 2.01 (Grantee may attach a separate sheet to include more AWARD RECIPIENTS)

AWARD TYPE	AWARD RECIPIENT	AWARD AMOUNT
#1-Comp		\$0
#2-Prevention	Morrow County	\$1,000.00
#3-Admin.	Morrow County	\$400.00
#4-Missing		\$0
TOTAL GRANT AWARD		\$1,400.00

Section 2.02. Conditions Precedent to Each Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement
- b) The county maintains a county advisory committee described in OAR 603-016-0015(2). Each member of the advisory committee must sign a statement affirming their agreement to represent and support the position for which they have been appointed to the committee.
- c) The county is in compliance with the Act and Rules, including without limitation:
 - i. In accordance with OAR 603-019-0015, the county advisory committee has established compensation rates for injured, dead and missing animals that are qualified for compensation, persons applying to Grantees to be Award Recipients meet the specified conditions for compensation, and including that Grant funds shall be distributed, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement management techniques to limit wolf-livestock interaction that include nonlethal techniques as well, with a minimum of 30% of the county's Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
 - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program.
- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing;
- f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement.

Section 3.02. Ineligible Uses of Grant. Grantee shall not use the Grant moneys to reimburse any person or entity for expenditures made or to pay for any expenses incurred before August 2, 2011, which is the effective date of the Act, or for any other purpose not authorized by Section 3.01. In addition, Grantee may not obligate or expend any Grant moneys with respect to any particular award in excess of the Amount for the Award set forth in Table 2.01.

Section 3.03. Return of Unspent Moneys. Grantee shall report by **December 31, 2019** all grant moneys spent and allocated to be spent by **January 31, 2020** termination date to the Department. Unspent and unallocated moneys must be returned to the Department by **January 31, 2020**.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the Termination Date

("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

Section 3.05. Equipment. Department shall have no right title and interest in any equipment purchased using Grant moneys.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that.(1) Grantee is a county government duly organized and validly existing under the laws of Oregon; (2) Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder; the making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Reports.

- (a) Annual Report. For each Award Recipient listed in Table 2.01, Grantee shall provide Department a written report describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement.
 - i. Please respond to the following requests in your report.
 1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
 2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance awards were made?
 3. Please describe the procedures that your CAC used in order to establish

compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?

4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
 5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.
 6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.
 7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
 8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each award made to producers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
1. A copy of ODF&W Wolf Depredation Summary Finding Form;
 2. Animal type;
 3. Whether animal was insured;
 4. Number of animals included in claim
 5. Average value of animal(s);
 6. List wolf deterrence methods used by producer before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W);

- iii. For awards made to producers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
 1. Producer name;
 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
 4. Animal type;
 5. Whether animal was insured;
 6. Number of animals included in this claim
 7. Average value of animal;
 8. List wolf deterrence methods used by producer before depredation occurred;

- iv. For awards made to producers to implement livestock management techniques or nonlethal wolf deterrence techniques, counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before awards are given and provide the following information:
 1. Producer name;
 2. Brief description of management or nonlethal deterrence technique;
 3. Date and location implemented;
 4. Cost of management or nonlethal deterrence technique;
 5. Source of cost/price estimate.

(b) Periodic Oral Reports. For each Award, Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of the Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock producer contributions. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Recipient that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Recipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product

produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement pursuant to this Section 6.01(a), Grantee shall, as of the effective date of termination, cease activities and distribution of Award Amounts, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee: Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if, because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return all Grant moneys attributable to the terminated Award previously disbursed by Department to Grantee under this Agreement. In the event of termination pursuant to Section 6.02(ii), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered

in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.01

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Grantee that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; GRANTEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Indemnity. TO THE EXTENT PROVIDED BY ARTICLE XI, SECTION 10, AND BY THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, GRANTEE SHALL, CONSISTENT WITH ORS CHAPTER 180, DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DEPARTMENT AND THEIR DIVISIONS, SUBDIVISIONS, DIRECTORS,

ADMINISTRATORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBGRANTEES, OR AGENTS UNDER THIS AGREEMENT.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTEE COUNTY: MORROW COUNTY

AUTHORIZED REPRESENTATIVE: James Doherty, Morrow County Commissioner

Signature		Date	
Print Name		Title	

State of Oregon, Acting by and through its Oregon Department of Agriculture

Signature		Date	
Print Name	Lauren Henderson	Title	Assistant Director
Address	635 Capitol St. NE		
City	Salem	State	Oregon
		Zip	97301
Phone	(503) 986-4552	FAX	(503) 986-4750

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

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

Morrow County Public Works had a request for bids for Portable Toilets. For various Morrow County Public Works projects as the need arises in the County. Two proposal had been turned in at that time requested due on April 4, 2019.

Morrow County had publicly opened the bids on April 8, 2019. After review and clarifications Public Works unanimously accept the approval of Doug's Septic Service, Inc. Portable Restrooms with a lower bid of \$1,210.00 and the bid for CB's was the amount of \$1,377.00. The award was done on April 24th. The cost will go as follows.

*** Please note, These vary as the need arises ***

North Transfer Station,	70.00 a month using line items	101.122.5.20.2216
South Transfer Station,	70.00 a month using line item	101.123.5.20.2216
up to six units at OHV,	420.00 a month using line item	238.300.5.20.3815
ADA unit at OHV,	100.00 a month using line item	238.300.5.20.3815
1 unit at Cutsforth	100.00 a month using line item	238.200.5.20.3815
1 unit at Anson Wright	100.00 a month using line item	238.238.5.20.3815
1 wheeled unit/Road	90.00 a Month using line item	202.220.5.20.2476
1 wheeled OWNED	160.00 a Month using line item	202.220.5.20.2476

There will be a one time set up fee of 120.00 which will be divided by the several line items.

2. FISCAL IMPACT:

See above.

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

Move to sign the contract with Morrow County and Doug's Septic Service, inc. for the portable toilet units for various Public Works projects.

Attach additional background documentation as needed.

Sandra Pointer

From: Justin Nelson
Sent: Wednesday, April 10, 2019 3:45 PM
To: Sandra Pointer
Subject: RE: Award Portable toilets

Yup, it is good to go.

*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: Sandra Pointer
Sent: Wednesday, April 10, 2019 3:45 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: Award Portable toilets

Justin, If all good can I get you to Email telling me I am good to go.

From: Justin Nelson
Sent: Wednesday, April 10, 2019 3:23 PM
To: Sandra Pointer <spointer@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Subject: RE: Award Portable toilets

Attached is a updated version.

Sandi, please review.

-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836*

CONTRACT FOR MATERIALS AND SUPPLIES – Portable Toilets

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and DOUG'S SEPTIC SERVICE INC., hereafter called Contractor. County's Contract Administrator for this contract is Matt Scrivner, Morrow County Public Works Director.

1. Effective Date and Duration.

- a. Unless earlier terminated or extended, the contract period shall be for a period of three (3) years, beginning May 1, 2019 and ending April 30, 2022.
- b. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work.

- a. Contractor shall provide portable toilets and weekly service of those portable toilets.
- b. Contractor shall provide the following types of portable toilet:
 - 8 Standard Portable Toilet Units
 - 3 Americans with Disabilities Act Compliant Portable Toilet Units
 - 1 Trailer Portable Toilet Unit
- c. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
- d. Contractor shall service four (4) portable toilet units owned by County on a weekly basis.
- e. Contractor shall deliver the portable toilet units at the following locations and shall pick-up the units at the same locations when contract ends or is terminated:

South end transfer station: 1 Standard Portable Toilet Units
57185 Hwy 74
Lexington, OR 97839

North end transfer station: 1 Standard Portable Toilet Units
69900 Frontage Ln.
Boardman, OR 97818

Cutsforth Park: 1 Americans with Disabilities Act Compliant Portable Toilet Unit
58430 Willow Cr. Rd.
Heppner, OR 97836

Anson wright Park: 1 Americans with Disabilities Act Compliant Portable Toilet Unit
47500 Hwy 207-Heppner/Spray Hwy
Heppner, OR 97836

OHV Park: 6 Standard Portable Toilet Units, 1 Americans with Disabilities Act
Compliant Portable Toilet Unit
71000 FS Rd. 21
Heppner, OR 97836

Morrow County Public Works: 1 Trailer Portable Toilet Unit

365 W. Hwy 74
Lexington, OR 97839

3. Consideration

- a. County agrees to pay Contractor at the following monthly rate

Standard Portable Toilet Units- \$70.00 per month

Americans with Disabilities Act Compliant Portable Toilet Unit- \$100.00 per month

Trailer Portable Toilet Unit- \$90.00 per month

Servicing of County Owned Portable Toiler Unit- \$10.00 per month

- b. County agreed to pay Contractor an initial delivery charge of \$120.00.
c. Payment for units shall be billed on a Monthly basis and will need to be invoiced by Contractor to County. The itemized invoice shall include number of units and servicing of units at each particular location and date of delivery.

4. Independent Contractor; Responsibility for Taxes and Withholding and Prevailing Wage

- a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractors performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
b. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

5. Subcontracts and Assignment; Successors and Assigns.

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 prior written consent.

6. No Third Party Beneficiaries.

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 provide any benefit or right, whether directly, 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.

7. Representations and Warranties

- a. Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract. (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor

enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, and professionally competent to perform the Work.

b. Warranties Cumulative. The warranties set forth in this section are in addition to. And not in lieu of. Any other warranties provided.

8. Terminations

- a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b. County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 10 days' notice to Contractor.
- c. County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 24 hours after delivery of County's notice, or such longer period as County may specify in such notice.
- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

9. Extension of Contract

This Contract may be extended at any time by mutual written consent of the parties.

MORROW COUNTY

Jim Doherty, Chair

Don Russell, Commissioner

Melissa Lindsay, Commissioner

Doug's Septic, Portable Restrooms.

By _____

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

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

Attached is the Memorandum of Agreement (MOA) between the Department of Environmental Quality (DEQ) and both Umatilla and Morrow County implementing the Onsite Wastewater Treatment Systems Program. The MOA implements the program and identifies the relationship between the parties.

It is replacing the current MOA that DEQ has with Umatilla County, adding to the MOA the new Morrow County components being managed by Umatilla County.

Based on the last discussion with the Board changes have been made to the IGA with a focus on indemnification. Other changes were focused in the IGA, also under consideration today.

The version attached is NOT final. We are working to achieve changes to the Morrow County signature block and the permits to be transferred from DEQ to Umatilla County need to be incorporated. The final version is anticipated next Tuesday if not earlier.

2. FISCAL IMPACT:

None.

It should be noted that the real impact of this action will be the customer service to Morrow County residents.

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

I move approval of the Memorandum of Agreement between the Department of Environmental Quality, Umatilla County and Morrow County, implementing the Onsite Wastewater Treatment Systems Program, DEQ Agreement Number 0XX-19.

Attach additional background documentation as needed.

**Memorandum of Agreement
Relating to
Permitting and Inspection of Onsite Wastewater Treatment Systems**

I. Parties:

The parties to this agreement are the Oregon Department of Environmental Quality (DEQ), Umatilla County (Umatilla), and Morrow County (Morrow).

II. Purpose:

In accordance with the authority provided by Oregon Revised Statutes (ORS) 190.010, 190.030, 190.110, 454.640, 454.725 and 454.745, this Memorandum of Agreement (MOA) sets forth the roles and responsibilities of DEQ, Morrow, and Umatilla with respect to the Onsite Wastewater Management Program services in Umatilla and Morrow Counties that will be provided by Umatilla. The Parties intend this MOA to document the agreement between each county and DEQ to perform DEQ duties under ORS 454.635, 454.655, 454.665, and 454.755 as well as Umatilla's agreement with Morrow (Agreement #2019-417) to perform all such functions and activities within Morrow county. This MOA hereby rescinds and replaces the MOA dated October 31, 2016 between DEQ and Umatilla (R025-16-I).

III. Effective Date: This MOA becomes effective upon signature by all parties listed in Section VII and terminates on June 30, 2028 unless terminated sooner pursuant to Section VI.

IV. Agreements:

1. Morrow agrees to the following:

- a. Morrow will perform the duties of DEQ under ORS 454.635, 454.655, 454.665, and 454.755 in Morrow County pursuant to ORS 454.725, through its cooperation and this MOA with Umatilla pursuant to ORS 190.010.
- b. Morrow will submit to Umatilla timely requests for services with as much advance notice as reasonably possible.
- c. Morrow will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA.

2. Umatilla agrees to the following:

- a. Umatilla will maintain adequate personnel and resources to receive and process applications for evaluation reports and permits for all onsite wastewater treatment systems proposed for construction, alteration, repair, or connection in accordance with the provisions of ORS

454.605 through 454.755, and Oregon Administrative Rules (OAR) 340-071-0100 through 340-071-0650 and utilizing procedures approved by DEQ, in both Umatilla and Morrow counties.

- b. Umatilla will administer this MOA and serve as the Agent for DEQ in both Umatilla and Morrow counties, except where DEQ staff involvement is expressly specified in Environmental Quality Commission (EQC) rules or this MOA.
- c. Umatilla will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA. All fees collected by Umatilla, for onsite services provided by Umatilla in Umatilla county, will be used by the Umatilla to defray Onsite Wastewater Management Program expenses in Umatilla county. All fees collected by Umatilla, for onsite services provided by Umatilla in Morrow county, will be used by Umatilla to defray Onsite Wastewater Management Program expenses in Morrow county.
- d. Umatilla will collect a DEQ surcharge for onsite system activities in Umatilla and Morrow counties in accordance with OAR 340-071-0140. Umatilla must submit both an accounting of monthly surcharge receipts and payment to DEQ on a monthly basis, within ten (10) business days of the first day of each month.
- e. Umatilla and DEQ agree to comply with State Treasurer rules for depository and public official filings (ORS 295.006).
- f. Umatilla will collect required fees from applicants according to the applicable fee schedule. Umatilla will keep a complete and accurate record of activities performed and of the fees collected. Umatilla will send the records to DEQ, upon request, in accordance with the instructions provided by DEQ.
- g. Upon request by DEQ, Umatilla will produce a financial report that itemizes Umatilla's onsite services provided, fees collected and program costs. Umatilla will provide DEQ with a copy of the financial report within sixty (60) calendar days of the request.
- h. Following the receipt of a completed site evaluation application and specified fee, Umatilla will timely conduct a site evaluation and issue a report, as described in ORS 454.655(5), 454.655(6), 454.755(1)(b) and OAR 340-071-0150 for all proposed systems with design flows of 2,500 gallons per day or less.
- i. Following the receipt of a completed application, for a permit for proposed systems with residential strength wastewater and design flows of 2,500 gallons per day or less, Umatilla will determine if the proposed construction will be in accordance with the rules of the EQC. Umatilla will issue a permit only if it finds that the proposed construction will be in accordance with the rules of the EQC. Umatilla will inspect the construction to determine if it complies with EQC rules and conditions of the permit. Based upon the results of the inspection Umatilla will issue a Certificate of Satisfactory Completion or Correction Notice, as appropriate.

- j. Umatilla will accept and process applications for evaluation reports on the adequacy of wastewater treatment methods for proposed and existing subdivisions, and will prepare such evaluation reports as described in ORS 454.755(1)(b) and 92.090(5)(c).
- k. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Authorization Notices under OAR 340-071-0205.
- l. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Existing System Evaluation Reports under OAR 340-071-0155.
- m. Umatilla will assist applicants making requests for a variance. If requested by DEQ, Umatilla will review and make recommendations on applications for variances from the onsite wastewater treatment system rules, and will participate in inspections and hearings as needed. If DEQ grants the variance, Umatilla will issue the permit, conduct the construction completion inspection and issue the Certificate of Satisfactory Completion or Correction Notice, as appropriate.
- n. Umatilla will notify the applicant in writing that the applicant may request a DEQ review for onsite evaluation reports, permits or Authorization Notice denials in accordance with OAR 340-071-0150(5), 340-071-0165, or 340-071-0205(10).
- o. Umatilla will adopt and maintain ordinances, consistent with state enforcement, for enforcement of the onsite program, including the authority to take action against any person who commits an onsite program rule violation, except for license and certification violations. Umatilla may meet this obligation by adopting its own enforcement ordinances or by adopting ordinances that incorporate existing DEQ enforcement provisions implementing ORS 454.605 through 454.755 or both. In addition, Umatilla will cooperate and assist DEQ in any action it takes to obtain compliance with the provisions of ORS 454.605 through ORS 454.755 and to implement EQC rules. Umatilla will provide information on enforcement activity to DEQ upon request by DEQ.
- p. Umatilla will investigate complaints relating to onsite wastewater treatment systems and when appropriate conduct an inspection. Umatilla will notify each alleged violator of the violation and order corrections. If the alleged violator fails to comply, Umatilla shall take appropriate enforcement action. Umatilla will provide information on complaint activity to DEQ upon request by DEQ.
- q. Umatilla will maintain documentation of non-compliance of persons performing sewage disposal services and forward non-compliance information to DEQ. Umatilla will provide information on non-compliance activity to DEQ upon request by DEQ.
- r. Upon request of DEQ or a licensee or applicant, Umatilla will inspect pumping equipment of businesses or persons licensed, or proposed to be licensed, to perform sewage disposal services under ORS 454.695.

- s. Umatilla will ensure that personnel hired to perform services within the Onsite Wastewater Management Program under this MOA meet the minimum qualifications for the State of Oregon. These minimum qualifications are:
 - (i) Registration with the State of Oregon as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700; and
 - (ii) Personnel who perform site evaluations or any other activity that requires the evaluation of soil must have at least ten (10) academic quarter hours, or equivalent semester hours, in Introductory Soil Science, Soil Morphology and Physical Geology or Geomorphology.

In the event Umatilla is unable to hire personnel with the qualifications listed above, DEQ may authorize hiring of someone who qualifies for registration as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700, if Umatilla provides DEQ with a training program and a plan to qualify that person.

- t. Umatilla will provide technical personnel with equipment necessary to fulfill the duties included in this MOA. The equipment must be in good working condition and include at a minimum:
 - (i) Five foot tape measure
 - (ii) 100 foot tape measure
 - (iii) Laser level
 - (iv) Tile probe
 - (v) Munsell Soil Color Chart
 - (vi) Clinometer
 - (vii) Soil knife or pick hammer or equivalent
 - (viii) Water bottle sufficient to moisten soil
- u. All Umatilla program personnel who perform technical permitting and inspection duties within the Onsite Wastewater Management Program must attend DEQ-provided onsite trainings such as soil workshops and program conferences.
- v. Umatilla will budget for necessary training and continuing education opportunities for Umatilla program staff.
- w. Umatilla onsite program manager, or the manager's designee, must attend the meetings referenced in section 3(e)(ii).
- x. Subject to Umatilla workload and staffing constraints, Umatilla will provide program personnel, to assist in program reviews of neighboring Counties as provided in section 3(e)(i).
- y. In the event Umatilla ceases providing onsite services pursuant to this MOA, Umatilla shall remit the following amount of the collected fees to DEQ, less the surcharge remitted separately:

- (i) 45 percent of the application fee where the permit has been issued and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
 - (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted.
 - (iii) 100 percent of the application fee for any onsite application where no significant work has been done in response to the application.
3. DEQ agrees to the following:
- a. DEQ will maintain adequate personnel and resources to carry out its commitments under this MOA. It will supply Umatilla with electronic copies of revisions of the rules, internal management directives, procedural memoranda, and recommended or required forms.
 - b. DEQ will accept enforcement referrals for sewage disposal service license violations. DEQ may defer action on enforcement referrals for situations that also violate local land use, planning, zoning, and/or building ordinances until the ordinance violations have been resolved by Umatilla.
 - c. DEQ will provide training programs that include soil workshops and program conferences for all onsite personnel in the state, and other training programs DEQ determines to be necessary.
 - d. DEQ will provide the following program support services to counties upon request:
 - (i) Rule interpretation.
 - (ii) Technical assistance.
 - e. DEQ will perform oversight and coordination services to ensure an appropriate level of standardization is established within each county in the State. The following services will be provided by DEQ on an as-needed basis:
 - (i) DEQ will perform a program review and provide a written report. The program review will include evaluating field data and file information to determine Umatilla implementation of the terms of this MOA. The program review will also collect financial information to ensure fees collected are used appropriately and that the applicable fee schedule is appropriate. DEQ staff and technical staff from neighboring counties may conduct the program evaluation.
 - (ii) The DEQ regional onsite program staff will meet with Umatilla representatives to exchange information regarding rules, policies, standards, and technology.
 - (iii) DEQ regional technical staff will accompany Umatilla technical staff on field activities to exchange technical information, practices and procedures, as DEQ staffing and schedules allow.
 - f. DEQ will provide Umatilla with surcharge payment and activity reporting instructions.

- g. DEQ will evaluate materials used in onsite systems within the State of Oregon, and provide a list of approved materials to Umatilla. DEQ may also conduct site evaluations and issue permits for onsite systems that include new or innovative technologies, materials or designs being evaluated with an application for approval, as outlined in OAR 340-071-0135.
- h. DEQ will accept and process applications for permits to construct systems designed for treating greater than residential strength wastewater and with design flows greater than 2,500 gallons per day.
- i. DEQ will license sewage disposal service applicants and provide Umatilla with a list of licensees.
- j. DEQ will certify installers and maintenance providers and provide Umatilla with a list of certified individuals.
- k. DEQ will resume administration of the Onsite Wastewater Management Program in the event of termination of this MOA.
- l. In the event the DEQ ceases providing onsite services, DEQ must remit the following amount of the application fees collected to Umatilla, less the surcharge collected separately for applications that have been received and the required activity has not been completed;
 - (i) 45 percent of the application fee where the permit has been issued, is not expired and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
 - (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted, and the permit has not expired.
 - (iii) 100 percent of the fee for applications where no significant work has been done in response to the application.
- m. Within thirty (30) business days after execution of this MOA, DEQ agrees to submit a one time payment to Umatilla for onsite applications not closed at time of transfer for Morrow County. The breakdown of the permit applications and amount per permit is identified below.

Location ID	Application Number	Application Type	Fees (without Surcharge)	Permit Issued?	Pre-Cover?	Amount to Umatilla
						\$
						\$
Total						\$

4. Umatilla and DEQ mutually agree:

- a. DEQ will notify Umatilla in writing if DEQ's oversight and coordination activities described in subsections IV(1) and IV(2) of this MOA indicate that significant improvements or program modifications are needed to comply with ORS 454.635, 454.655, 454.665, and 454.755, OAR Chapter 340, Division 071 and 073 or this MOA. Umatilla will provide a written response within thirty (30) calendar days upon notification from DEQ and provide a time schedule to implement needed improvements or modifications. If Umatilla fails to implement the needed improvements or modifications, DEQ may immediately terminate this MOA and assume administration of the program in Umatilla and Morrow Counties upon written notice to Umatilla. The requirement for ninety (90) calendar days notice in subsection VI does not apply under this provision.
- b. No party will assign all or any part of its interest in this MOA without the prior written consent of the other parties. No party will sub-contract all or any part of its duties under this MOA without the prior written consent of the other parties.

V. Indemnity:

1. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Umatilla shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, **Morrow and DEQ**, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by Umatilla.
2. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act ORS 30.260 through 30.300), DEQ shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Umatilla **and Morrow**, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by DEQ.
3. Without limiting the generality of the foregoing, no party shall be liable to any other party for any incidental or consequential damages arising out of or related to this MOA. No party shall be liable for any damages of any sort arising solely from the termination of this MOA or any part hereof in accordance with its terms.

VI. Termination of the MOA:

A party may terminate the MOA by providing the other parties with ninety (90) calendar days prior written notice of the intent to terminate.

VII. General:

1. No Discrimination. Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation

statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

2. No Waiver. The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
3. Severability. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
4. Headings. The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.
5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.
6. Written Amendments Required. This Agreement may not be modified or amended except by a writing signed by both parties.
7. Counterparts. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

(continued on the next page)

VIII. Signatures:

All parties, by the signatures below, hereby acknowledge that they have read this MOA, understand it and agree to be bound by its terms and conditions.

Department of Environmental Quality

Umatilla Board of County Commissioners

By _____
Leah Feldon, Deputy Director

By _____
William Elfering, County Commission Chair

Date _____

Date _____

By _____
Mark Brown, Financial Services Manager-DPO

By _____
George Murdock, County Commissioner

Date _____

Date _____

By _____
John Shafer, County Commissioner

Date _____

Morrow County Court

By _____
Jim Doherty, County Commission Chair

Date _____

By _____
Melissa Lindsay, Commissioner

Date _____

By _____
Don Russell, Commissioner

Date _____

Approved for legal sufficiency by Anika E. Marriott, Oregon Department of Justice by separate document dated: _____

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached is the Intergovernmental Agreement (IGA) between Umatilla and Morrow County's implementing the Onsite Wastewater Treatment Systems Program. The IGA implements the local parameters of the program and our working relationship with the Umatilla County Public Health Department.

Based on the last discussion with the Board changes have been made to the IGA. These include reporting and indemnification.

There is also allowance for us to accept applications and the associated fee, passing that fee through to Umatilla County. Based on the fees that are passed through, which won't be all of them, we will receive a 5 percent administrative fee. I am confident that as Umatilla County moves more of their program online the number of applications that we receive will fall, limiting the value of the administrative fee.

The version attached is NOT final. We are working to achieve changes to the Morrow County signature block and one small typographical error. The final version is anticipated next Tuesday if not earlier.

2. FISCAL IMPACT:

None. The exception in the near term will be the 5 percent administrative fee which I do not anticipate to be significant.

It should be noted that the real impact of this action will be the customer service to Morrow County residents.

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

I move approval of the Intergovernmental Agreement between Umatilla County and Morrow County implementing the Onsite Wastewater Treatment Systems Program, Umatilla County Agreement Number 2019-417.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
On-Site Wastewater Treatment Systems Program
Agreement No. 2019-417

WHEREAS, the State of Oregon, pursuant to ORS 454.725, has entered into an agreement with Morrow County and Umatilla County to perform the duties of the Oregon Department of Environmental Quality for an on-site wastewater treatment systems program in Morrow County;

WHEREAS, Umatilla County previously entered into a separate agreement with the State of Oregon for administration and enforcement of an on-site wastewater treatment systems program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an on-site wastewater treatment systems program within Morrow County:

1. Each party will perform its duties and obligations as set out in the Memorandum of Agreement Relating to Permitting and Inspection of Onsite Wastewater Treatment Systems with the Oregon Department of Environmental Quality (“DEQ Agreement”).

2. In addition, Umatilla County will provide for the administration and the enforcement of an on-site wastewater treatment systems program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement and the DEQ Agreement.

3. Morrow County delegates its authority under the Morrow County Ordinances and regulations, to Umatilla County, for the administration and the enforcement of an on-site wastewater treatment systems program, including citation and prosecution of violations.

4. Morrow County will adopt any necessary rules and regulations for the administration and enforcement of an on-site wastewater treatment systems program, as required by the DEQ Agreement, and also as requested by Umatilla County, including but not limited to, adoption of State Statutes and Administrative Rules, violation proceedings, contested case proceedings, public nuisance, delegation, and fees.

5. Umatilla County will provide to Morrow County the monthly report submitted to DEQ, showing activity for the program within Morrow County.

6. By the end of the first quarter of each year, Umatilla County will provide a report to Morrow County showing all activity for the program within Morrow County for the previous year.

7. For the convenience of the citizens of Morrow County, applications for permits will be accepted by Morrow County at its Irrigon office, along with any necessary filing fees. Morrow County will scan and send the application electronically to Umatilla County and retain the hard copy for Umatilla County to retrieve at its earliest convenience. Morrow County will also forward any fees collected by Morrow County to Umatilla County on a monthly basis. Umatilla County will pay on monthly basis to Morrow County, five percent of any fees collected by Morrow County as an administrative fee for the processing of these applications and fees.

8. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the other county, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by the actions of that party's employees under this IGA.

9. This agreement may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:

MORROW COUNTY
through its County Court

Jim Doherty, County Commission Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Date: _____

UMATILLA COUNTY
through its Board of Commissioners

William J. Elfering Chair

George L. Murdock, Commissioner

John M. Shafer, Commissioner

Date: _____

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

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

Resolution stating Morrow County will fund Assessment & Tax, Tax Distribution and BoPTA functions for CAFFA Grant purposes.

CAFFA stands for "County Assessment Function Funding Assistance Program" which was created in the late 1980's after an economic recession affected County assessment and tax functions around the state. The funding comes from a portion of recording fees and a portion of delinquent property tax interest and is administered by Oregon Department of Revenue.

The Assessor has historically completed and submitted the grant application. The grant application requires a Resolution from the County Commission guaranteeing an adequate level funding for county assessment and tax functions and is due May 1.

The dollar amount listed on the attached resolution for review purposes contains proposed budgets, if budget amounts change during budget hearings on April 22 and 23, then the final document for your signature on Wednesday, April 24 will reflect those changes. The dollar amount listed on the resolution matches the amount listed on the grant application and includes the entire budget for assessment and tax as well as portions of the Treasurer's budget for tax distribution and the BoPTA (Board of Property Tax Appeals) budget.

2. FISCAL IMPACT:

Positive

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

Motion to approve and sign

Attach additional background documentation as needed.



Form 1 Grant Application Staffing

2019-2020

	Column 1 Approved FTE current year (2018-19)	Column 2 Budgeted FTE coming year (2019-20)	Column 3 Change (Column 2 less Column 1)
County <u>MORROW</u>			
A. Assessment administration			
Assessor, deputy, etc.	1.00	1.00	0.00
Assmt. support staff, deed clerks and data entry staff	1.20	1.20	0.00
Total assessment administration staff	2.20	2.20	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	0.00	0.00	0.00
Lead appraisers	1.00	1.00	0.00
Residential appraisers	1.50	1.50	0.00
Commercial/industrial appraisers	0.20	0.20	0.00
Farm/forest/rural appraisers.....	0.20	0.20	0.00
Manufactured structure/floating structure appraisers	0.00	0.00	0.00
Personal property appraisers.....	0.00	0.00	0.00
Personal property clerks.....	0.10	0.10	0.00
Sales data analyst.....	1.00	1.00	0.00
Data gatherers and appraisal techs	0.00	0.00	0.00
Total valuation and appraisal staff	4.00	4.00	0.00
C. Board of Property Tax Appeals (BoPTA)	0.02	0.02	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.	0.40	0.40	0.00
Support and collection	0.40	0.40	0.00
Tax distribution	0.30	0.30	0.00
Foreclosure and garnishment.....	0.00	0.00	0.00
Total tax collection and distribution	1.10	1.10	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Leadcartographers	0.00	0.00	0.00
Cartographers.....	0.00	0.00	0.00
GIS specialists.....	0.00	0.00	0.00
Total cartographic and GIS staff	0.00	0.00	0.00
F. Dedicated IT services for A&T	0.00	0.00	0.00
G. Total assessment and taxation staffing	7.32	7.32	0.00



Form 2 Explanation of Staffing Issues

2019-2020

County MORROW

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

There is no change is staffing. Tax Collection is combined with Assessment.



Form 3 General Comments

2019-2020

County MORROW

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

The \$25,000 in capital outlay is for a replacement vehicle. There are no other budget items that need further clarification.



Form 4 Valuation and Appraisal Resources

2019-2020

County <u>MORROW</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2018-19)	Estimated (2019-20)	Actual (2018-19)	Estimated (2019-20)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	400	490	0.40	0.40
Zone changes.....	1	1	0.10	0.10
Subdivisions, segregations, and consolidations..	100	100	0.20	0.20
Omitted properties	10	5	0.05	0.05
Special assessment qualification and disqualification	15	25	0.15	0.15
Exemptions	20	25	0.05	0.05
Subtotal.....	546	646	0.95	0.95
2. Appeals and assessor review				
Assessor review and stipulations	20	30	0.05	0.05
BOPTA	0	3	0.05	0.05
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	0	0	0.05	0.05
Regular Division of the Oregon Tax Court	0	0	0.00	0.00
Subtotal.....	20	33	0.15	0.15
3. Real property valuation				
Physical reappraisal.....	924	884	0.75	0.75
Recalculation only—no appraisal review	8,200	8,250	0.25	0.25
Subtotal.....	9,124	9,134	1.00	1.00
4. Business personal property (returns mailed)	375	395	0.30	0.30
5. Ratio			0.20	0.20
6. Continuing education			0.40	0.40
7. Other valuation—appraisal activity			1.00	1.00
8. Total valuation and appraisal staff (FTE)			4.00	4.00



Form 5 Tax Collection and Distribution Work Activity

2019-2020

County MORROW

	Number of accounts by activity	
	Actual (2018-19)	Estimated (2019-20)
1. Number of accounts requiring roll corrections		
Business personal property	2	5
Personal property manufactured structures	2	5
Real property	17	15
2. Number of accounts requiring a refund		
Business personal property	5	3
Personal property manufactured structures	11	10
Real property	49	45
3. Number of delinquent tax notices sent		
Business personal property	25	25
Personal property manufactured structures	135	140
Real property	625	620
4. Number of foreclosure accounts processed		
Real property only	15	12
5. Number of accounts issued redemption notices		
Real property only	5	4
6. Number of warrants	77	79
7. Number of garnishments	0	0
8. Number of seizures	0	0
9. Number of bankruptcies	3	4
10. Number of accounts with an address change processed	1,704	1,750
11. How many second trimester statements do you mail?	1,500	
12. How many third trimester statements do you mail?	1,250	
13. Does the county contract for lock box service?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14. Does the county use in-house remittance processing?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15. Is tax collecting combined with another county function?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If yes, describe that function on Form 2.



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2019-2020

County MORROW

**Assessment and administrative support
work activity**

	Numbers by activity	
	Actual (2018-19)	Estimated (2019-20)
1. Number of deeds worked	1,250	1,275

Cartography work activity

	Numbers by activity	
	Actual (2018-19)	Estimated (2019-20)
1. Number of new tax lots	50	50
2. Number of lot line adjustments	5	4
3. Number of consolidations	5	3
4. Number of new maps	1	1
5. Number of tax code boundary changes	1	1



Form 7 Summary of Expenses

2019-2020

County MORROW

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
Current operating expenses							
1. Personnel services	173,346	372,543	2,031	107,543	0	20,700	676,163
2. Materials and services	44,000	51,050	1,450	60,228	18,000	1,700	176,428
3. Transportation	1,800	5,000	0	500	0	0	7,300
4. Total current operating expenses (Total direct expenses)	219,146	428,593	3,481	168,271	18,000	22,400	859,891

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	859,891
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	42,995
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	42,995

Capital outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	7,500	15,000	0	2,500	0	0	25,000
9. Total direct and indirect expenses (sum of lines 4 and 7)							902,886
10. Direct and indirect expenses multiplied by 0.06							54,173
11. The greater of line 10 or \$50,000.....							54,173
12. Capital outlay (the lesser of line 8 or line 11)							25,000
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							927,886

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 28 day of April, 2019, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Printed Name: MICHAEL GORMAN

¹ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF ASSESSMENT)
AND TAXATION GRANT BETWEEN)
MORROW COUNTY AND OREGON) RESOLUTION NO. R-2019-9
DEPARTMENT OF REVENUE)

WHEREAS, Morrow County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant; and

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

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

THE MORROW COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES:

Morrow County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$927,886.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

Morrow County designates Michael Gorman as the County contact person for this grant application.

This Resolution shall be effective immediately.

Dated this 24th day of April 2019.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Approved as to Form:

Don Russell, Commissioner

Morrow County Counsel

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

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

Based on the deliberations both references to 200 feet have been amended to reference 400 feet.

2. FISCAL IMPACT:

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

I move to adopt Ordinance Number ORD-2019-4 adopting an update to the Morrow County Code Enforcement Ordinance, adding Chronic Nuisances and Environmental Health. This action also repeals ORD-2014-11.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

AN ORDINANCE ADOPTING AN UPDATE TO THE)	Ordinance Number
MORROW COUNTY CODE ENFORCEMENT)	ORD-2019-4
ORDINANCE, ADDING CHRONIC NUISANCES AND)	
ENVIRONMENTAL HEALTH. THIS ACTION WILL)	
ALSO REPEAL AND REPLACE ORDINANCE)	
ORD 2014-11.)	

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, it is a concern of Morrow County that the Code Enforcement Ordinances have consistent and achievable enforcement of State regulations and Morrow County Codes; and

WHEREAS, chronic nuisance properties in the County are a cause for concern and the County has the opportunity to address those concerns through a Chronic Nuisance Ordinance; and

WHEREAS, Morrow County is entering into an agreement with the Oregon Department of Environmental Quality and has an agreement with the Oregon Health Authority, both enabling the Umatilla County Health Department to implement the Environmental Health Program for On-Site Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities within Morrow County; and

WHEREAS, the Planning Department, in consultation with the Sheriff’s Department, the Weed Supervisor, the Oregon Department of Environmental Quality, the Umatilla County and Morrow County Health Departments, County Counsel, and the Morrow County Justice of the Peace redeveloped the current Code Enforcement Ordinance to incorporate new sections and update other areas; and

WHEREAS, the Morrow County Board of Commissioners held two public hearings to consider the adoption of the Code Enforcement Ordinance on March 20, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon, and on April 3, 2019, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners did deliberate and adopt the Code Enforcement Ordinance on April 10, 2019;

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY CODE ENFORCEMENT ORDINANCE. THE BOARD OF COMMISSIONERS ALSO REPEALS AND REPLACES ORDINANCE ORD 2014-11 RELATING TO THE CURRENT CODE ENFORCEMENT ORDINANCE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2019 Code Enforcement Ordinance Update.”

Section 2 Affected and Attached Documents:

The Morrow County Code Enforcement Ordinance adopted as ORD-2014-11 is repealed.

The Morrow County Code Enforcement Ordinance adopted as ORD-2019-4 is attached and adopted.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners do declare an emergency based on the pending agreement with the Oregon Department of Environmental Quality and the Umatilla County Public Health Department concerning the transfer of the On-Site Program targeted for May 1, 2019. This Ordinance shall be effective on May 1, 2019.

Date of First Reading: April 10, 2019
Date of Second Reading: April 24, 2019

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 24TH DAY OF APRIL 2019.

**BOARD OF COMMISSIONERS OF
MORROW COUNTY, OREGON**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approve as to Form:

Morrow County Counsel

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 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, Code Enforcement Officer, Public Health Official, Administrator, or Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector, and Planning Official.

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 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 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 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 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 14 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 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 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 12.

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 11 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 11.

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 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.

A. Dangerous Buildings.

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;
- 2. Whenever a structure has become chronically derelict;
- 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- 4. When deemed dangerous by the Building Official or local Fire Marshall.

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:
 - 1. 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.
2. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
 3. 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 11 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 11.100(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 11 of this Ordinance. Penalties and Costs will be assessed according to Section 13 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 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 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 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 Board of Commissioners shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the 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. The Code Enforcement Officer shall take immediate action in accordance with the decision of the 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 400 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 400 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 400 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 8. Noise as a Public Nuisance

8.100 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.

8.200 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.

8.300 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 15 of this Code.

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

Section 9. Dogs as a Public Nuisance and Animal Neglect

9.100 Establishment of a Dog Control District

Morrow County is hereby declared a Dog Control District. The Morrow County 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.

9.200 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.

9.300 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.

9.400 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.

9.500 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 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, 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 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 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 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 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 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 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. 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.

9.600 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.

9.700 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 9.200 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 11. Weed Control

11.100 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 Coordinator/Inspector will provide administration and enforcement of a weed control program as outlined in Oregon Statute.

11.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
 - 1. Is recognized by the 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.

11.300 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.

11.400 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 .

- 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.

11.500 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 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, 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 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.

11.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the Board of Commissioners 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 12. Enforcement Procedures

12.100 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.

12.200 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 15 of this Ordinance, or a consent agreement under Section 12.500 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).

12.300 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.

12.400 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 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.

12.500 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.

12.600 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.

12.700 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.

12.800 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(Penalties and Costs).

Section 13. 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. 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 14. Penalties and Costs

14.100 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.

14.200 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.

14.300 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.

14.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The 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.

14.500 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 14.300, Code Enforcement Cleanup Fund, and 14.400, 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.

14.600 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 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 15. 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.

15.100 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.

15.200 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.

15.300 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).

15.400 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.

15.500 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.

15.600 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 16. General Provisions

16.100 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.

16.200 Remedies

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

16.300 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.

16.400 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.

16.500 Amendment Procedure

Morrow County 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 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
Water Hemlock
Medusahead Rye
Puncturevine
Kochia
Perennial Pepperweed
Myrtle Spurge
Ventenata



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

(For BOC Use)
Item #
5d

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
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 04-24-2019

Miller/Haguewood Aggregate
Adopting Ordinance 2nd Reading - ORD-2019-5

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

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 04-12-2019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Rich Tovey (via email) 04-05-2019 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):

Based on the outcome of the Public Hearing that was held on March 27, the item before you is the 2nd Reading of the Adopting Ordinance.

2. FISCAL IMPACT:

There is no direct fiscal impact based on this action.

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

I move to adopt Ordinance Number ORD-2019-5 amending the Morrow County Comprehensive Plan, specifically the Inventory of Natural Resources - Aggregate and Mineral Resources, adding the Miller/Haguewood aggregate site.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

AN ORDINANCE AMENDING THE MORROW) Ordinance Number
COUNTY COMPREHENSIVE PLAN, SPECIFICALLY THE) ORD-2019-5
INVENTORY OF NATURAL RESOURCES – AGGREGATE)
AND MINERAL RESOURCES, ADDING THE MILLER/)
HAGUEWOOD AGGREGATE SITE)

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, Corey Miller made application on behalf of Mark and Shannon Miller, Keven Haguewood, and Michelle Butler to the Planning Department for an aggregate site in Morrow County on land zoned for Exclusive Farm Use, seeking a Conditional Use Permit and a listing of the site as locally significant on the Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources; and

WHEREAS, the Morrow County Planning Commission held a public hearing on Tuesday, February 26, 2019 at the Port of Morrow Riverfront Center in Boardman, Oregon to consider the Conditional Use Permit and the Comprehensive Plan Amendment; and

WHEREAS, the Morrow County Planning Commission received oral testimony in support regarding the Comprehensive Plan amendment; and

WHEREAS, the Morrow County Planning Commission considered the testimony received and after deliberation, forwarded the Comprehensive Plan amendment to the Board of Commissioners with a do adopt recommendation; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing to consider the Comprehensive Plan amendment recommendation from the Morrow County Planning Commission on March 27, 2019, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners allowed public testimony prior to considering the Comprehensive Plan amendment; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the Comprehensive Plan amendment and approved it as presented with a 2-0 affirmative vote.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN ADDING THE MILLER/HAGUEWOOD AGGREGATE SITE TO THE INVENTORY OF NATURAL RESOURCES – AGGREGATE AND MINERAL RESOURCES.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2019 Miller/Haguewood Aggregate Amendment.”

Section 2 Affected and Attached Documents:

The Morrow County Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources.

Section 3 Effective Date:

This ordinance shall be effective 90 days after its second reading, or July 23, 2019.

Date of First Reading: April 10, 2019

Date of Second Reading: April 24, 2019

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 24TH DAY OF APRIL 2019.

**BOARD OF COMMISSIONERS OF
MORROW COUNTY, OREGON**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item: Budget Transfer Request, for Community Corrections, R-2019-8
(No acronyms please)
Phone Number (Ext): 5302
Requested Agenda Date: 4/24/2019

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: 510-5-40-4413
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kate Knop 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):

The attached budget transfer resolution R-2019-8 in the matter of transferring appropriations within the Morrow County Community Corrections Fund to OR 294.463(1).

The Community Corrections Fund budget includes \$43,799 not appropriated in contingency dollars in the adopted budget FY 2018-2019. The Sheriff and Under-sheriff received purchase pre-authorization on April 17, 2019 to replace the work crew van in the amount of \$33,414.78 but do not have the appropriations to make the purchase. The approved budget transfer resolution would appropriate dollars to capital outlay so the van purchase can be made.

2. FISCAL IMPACT:

Transfer budget appropriation from Community Corrections - Contingency, in the amount of \$33,500, to Capital Outlay.

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

Motion to approve Budget Transfer Resolution R-2019-8 moving Community Corrections Contingency appropriation in the amount of \$33,500 to Capital Outlay for the purchase of a van.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF TRANSFERRING))
APPROPRIATIONS WITHIN))
THE MORROW COUNTY)) RESOLUTION NO. R-2019-8
COMMUNITY CORRECTIONS FUND,))
PURSUANT TO ORS 294.463(1).)

WHEREAS, ORS 294.463(1) the transfer of appropriations may be made within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation. The ordinance must state the need for the transfer, the purpose for the authorized expenditure and the amount transferred.

WHEREAS, the Morrow County Community Corrections Capital Outlay, will be incurring additional vehicle expenditures, resulting in the purchase of a van not previously budgeted, it is necessary to transfer appropriations within the fund.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following inter-fund transfer within the Morrow County

	<u>Revenue & Appropriations</u>
<u>Morrow County Community Corrections</u>	
Capital Outlay	\$ 33,500
Other Requirements	\$ (33,500)

Dated this 24th day of April, 2019.

**MORROW COUNTY BOARD OF
COMMISSIONERS
MORROW COUNTY, OREGON**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

PACKET: 00126-Bdgt Tfr R-2019-8

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000282							
510 113-5-40-4413	4/24/2019	Bdgt Tfr R-2019-8 NEW VEHICLES DEPT: COMMUNITY CORRECTIONS	33,500.00	35,000.00	0.00	68,500.00	39,760.52
510 113-5-50-5999	4/24/2019	Bdgt Tfr R-2019-8 OPERATING CONTINGENCY DEPT: COMMUNITY CORRECTIONS PACKET NOTES:	33,500.00-	43,799.00	0.00	10,299.00	10,299.00
TOTAL IN PACKET--						<u>0.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

As one of the requirements for providing Reproductive Health services within the Health Dept., we must provide clinical services including annual exams onsite. Until 2016, the Health Dept. contracted directly with a NP individually, but for a variety of reasons ie high cost of Liability Insurance compared with the limited number of work hours offered; it was becoming more and more difficult to find a provider. I discussed my concerns with Bob Houser, Health District CEO, and he offered for the District to contract one of their providers with the Health Dept. In this way, the clinician was employed by the District, and was covered under their liability coverage. We entered into a contract with the Health District for Amanda Fabian PA-C in September 2016, and the arrangement worked fabulously until her departure at the end of February 2019. The Health District initially was not certain they would have the capacity to be able to contract with the Health Dept. However they have been able to recruit Danielle Mateleska PA-C and have offered to contract under the same provisions that we had agreed upon for Amanda's services.

I utilized the Agreement format used for Amanda Fabian, exchanging the name of the provider, implementation date, updated the mileage reimbursement rate to \$.58 per mile (from 0.54) and added the words "clinical" and "onsite" to Section #3 A. There had been a misunderstanding in the previous agreement resulting in the Health Dept paying \$50/hr for travel time in addition to the mileage rate (See revised verbiage below). I had a conversation with Bob Houser and he agreed to the mileage rate only for travel, without the added clinician rate of \$50/hour.

3. County shall pay to District, as Matelska's employer, compensation for services rendered pursuant to this Agreement, the following:

A. Fifty dollars (\$50.00) per hour of clinical services performed onsite.

B. Mileage at the rate of fifty-eight cents (\$.58) per mile of authorized and necessary travel.

2. FISCAL IMPACT:

The Health Dept Budget currently includes a line item #101-114-5-20-2278 (Family Planning Supplies) from which payment is made to the Health District for services rendered through the agreement. This agreement will not have any impact on the level of FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement.

Attach additional background documentation as needed.

PHYSICIAN ASSISTANT-CERTIFIED AGREEMENT

THIS AGREEMENT is hereby entered into between MORROW COUNTY, a political subdivision of the State of Oregon, hereafter "County", Danielle Mateleska, PA-C (Physician Assistant – Certified), hereafter "Mateleska", and MORROW COUNTY HEALTH DISTRICT (Mateleska's employer), hereafter "District";

W-I-T-N-E-S-S-E-T-H:

WHEREAS County, through the Morrow County Health Department, provides public health services to Morrow County; and

WHEREAS, it is necessary to the interest and welfare of the people of Morrow County that the services of a Physician Assistant, duly licensed in the State of Oregon, be obtained to provide consulting services to the Morrow County Health Department; and

WHEREAS, Mateleska is so licensed to practice in the State of Oregon and has the necessary training and experience to provide the services desired by Morrow County; and

WHEREAS, Mateleska is willing and able to serve in the capacity of Physician Assistant Consultant to Morrow County Health Department; NOW, THEREFORE,

THE PARTIES HEREBY AGREE to the following terms and conditions:

1. Commencing May 1, 2019 and continuing until this agreement is terminated, as provided herein, Mateleska shall serve as Physician Assistant Consultant to the Morrow County Health Department.
2. Duties of Mateleska, pursuant to this Agreement, shall include the following:
 - A. Exams within the scope of Physician Assistant practice as required by the Health Department.
 - B. Membership on Health Department Quality Assurance Committee or related activities.
 - C. Maintain familiarity with the statutes and administrative rules governing the operation of the County Health Department and comply with those rules in the duties provided for in this Agreement.
 - D. Phone consultation on days in-between Mateleska scheduled days in the Health Department Clinic regarding clients, lab results and other needs of the Morrow County Health Department.
 - E. At least 10% of Mateleska's charts shall be reviewed by Dr. Russel Nichols, supervising physician.

3. County shall pay to District, as Mateleska's employer, compensation for services rendered pursuant to this Agreement, the following:
 - A. Fifty dollars (\$50.00) per hour of clinical services performed onsite or QA duties and other requirements as outlined in Section #2, A – E.
 - B. Mileage at the rate of fifty-eight cents (\$0.58) per mile of authorized and necessary travel.
 - C. Payment shall be made within thirty (30) days of receipt by Morrow County of a statement or invoice provided by Mateleska/District, subject to verification.
4. Mateleska/District shall be responsible for providing all documentation to County for compensation billed to County.
5. Mateleska shall perform services at times and locations as assigned by the Morrow County Health Department Director, subject to being provided reasonable notice and accommodation of scheduling conflicts.
6. It is the understanding and intention of the parties that Mateleska shall work under the supervision of Dr. Russel Nichols, supervising physician, in the performance of this Agreement. This Agreement shall operate as an agreement with Mateleska and District. Mateleska is not an employee of Morrow County. Mateleska shall indemnify and hold County harmless from any and all claims, actions, suits or other liabilities resulting or arising as a result of Mateleska's conduct pursuant to this Agreement. Mateleska shall maintain professional liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) and provide proof of such insurance to County at the commencement of this Agreement and at any time as requested by County.
7. The contractor shall not discriminate because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age, veteran status or any other non-merit factor unrelated to job duties.
8. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
9. Mateleska shall maintain any licensing required during the term of this Agreement.

DATED this _____ day of April 2019.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Commissioner and Chair

Approved as to Form:

Melissa Lindsay, Commissioner

Morrow County Counsel

Don Russell, Commissioner

MORROW COUNTY HEALTH DISTRICT

Danielle Mateleska, Physician Assistant-Certified

Robert Houser, MCHD CEO

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Health Dept currently has an agreement in place with OHSU for the placement of students for clinical and practical training. The original agreement was initiated many years ago and a few students have actually been placed for clinical experience with the Health Dept . The agreement that is currently in place will expire 5/30/19.

Although we have not had any students placed in the past several years, I would advocate that the agreement be renewed as Morrow County and the entire Eastern Oregon region has identified the need for workforce development. This enables students from this side of the state particularly, increased access to learning opportunities, fulfill clinical requirements in a setting "closer to home". We know the value of "home grown" students as they are more likely to stay near their home or in the surrounding area.

2. FISCAL IMPACT:

There will not be any exchange of money and this agreement will not have any impact on the level of FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement.

Attach additional background documentation as needed.

TRAINING AFFILIATION AGREEMENT
Between
OREGON HEALTH & SCIENCE UNIVERSITY
And
MORROW COUNTY HEALTH DEPARTMENT

This Training Affiliation Agreement is entered into as of the date of last signature below (“Effective Date”) by and between Oregon Health & Science University (“OHSU”), an Oregon statutory public corporation, and Morrow County Health Department (“CONTRACTING AGENCY”).

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting arrangements for clinical and practical training and in furtherance thereof to provide high-quality clinical and practical learning experiences for students participating in healthcare-related programs;

WHEREAS, each party may as the “Sending Agency” send students to the other party as “Host Agency” for such clinical and practical learning experiences;

WHEREAS, the Sending Agency intends to provide students with a variety of structured learning experiences, including provision of supervised patient care which may include participation in programs outside of the Sending Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the parties identified in this Agreement agree as follows:

A. Responsibilities of the Sending Agency

1. The Sending Agency will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and will assign to the Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of the Sending Agency's curriculum.

2. The Sending Agency will retain ultimate responsibility for the education of its students. The Sending Agency's representative for this Agreement will be a faculty member appointed and assigned by the Sending Agency, as liaison to the Host Agency.

3. The Sending Agency will advise all students assigned to the Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The Sending Agency will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. The Sending Agency will require all participating students to maintain health insurance and provide proof of health insurance to the Sending Agency. The Host Agency may request the student provide proof of insurance prior to beginning of the training experience.

5. The Sending Agency will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the Sending Agency. The Host Agency will notify the Sending Agency of its requirements of an acceptable criminal background check and required immunizations. The Sending Agency will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not by the Host Agency.

6. The Sending Agency will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. The Sending Agency will notify the Host Agency prior to student placement by the Sending Agency if a student with a disability requires reasonable accommodations to gain equal access to the educational experience.

8. If OHSU is acting as the Host Agency, and if Sending Agency is a non-NC-SARA participant in a non-NC-SARA state, Sending Agency shall certify that it has obtained appropriate authorization to send students to Oregon from the Oregon Office of Degree Authorization.

B. Responsibilities of the Host Agency

1. The Host Agency will provide students and faculty with access to appropriate resources so that a sound educational experience can occur, including (a) access to patients at the Host Agency facilities in an appropriately supervised environment; and (b) student security badges or other required security access.

2. The Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in the Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the health care education program. The Host Agency and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Host Agency, the Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees or students, including, where applicable: examination and evaluation by the Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBY, Hepatitis C (HCY), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Host Agency does not have the resources to provide such emergency care, the Host Agency will refer such student to the nearest emergency facility. The Sending Agency will inform the student that the student will be responsible for any charges thus generated.

4. To the extent the Host Agency generates or maintains educational records related to the participating student, the Host Agency agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the Sending Agency and will limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Sending Agency hereby designates the Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Sending Agency's records is required by the Host Agency to carry out the Program.

5. The Host Agency will provide written notification to the Sending Agency promptly if a claim arises involving a student. The Host Agency and the Sending Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws. Said notice will be in writing and directed as applicable to OHSU, Department of Risk Management, 3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239; or if to CONTRACTING AGENCY, see address located in Section J. Notices of this Agreement. The Host Agency will also notify the Sending Agency of any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of the Sending Agency under the terms of this Agreement.

C. Mutual Responsibilities

1. The Sending Agency will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the Host Agency facilities. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Host Agency facilities.

2. The Sending Agency and the Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, veteran status or any other basis protected by law.

3. The Sending Agency, including its faculty, staff, students, and residents, and the Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the training program, which may include on-site visits. The Host Agency will require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the Sending Agency. The Sending Agency agrees to require its students to adhere to the expectations set forth in Exhibit A.

4. The Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident is resolved by the staff in charge of the student. The Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the Host Agency. The Host Agency will immediately notify the appropriate office of the Sending Agency if such an action is required and the reasons for such action. The Sending Agency may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The Sending Agency will notify the Host Agency if such action is required.

5. Upon request, the Host Agency and Sending Agency will provide proof that they maintain liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. OHSU is a public entity entitled to governmental immunity protections under applicable state law and is subject to the provisions of ORS 30.260 through 30.300 for its tort liabilities, including personal injury and property damage. OHSU shall provide claims made liability coverage in accordance with any limitations associated with the applicable law; but OHSU will provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

D. Term and Termination

This Agreement will commence as of the Effective Date and will continue for a period of five (5) years from that Effective Date. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at the Host Agency will be permitted to complete any previously scheduled assignment at the Host Agency.

If applicable, this Agreement supersedes and replaces the Agreement(s) signed between the parties:
OHSU contract number AFF-2014-0968 executed 5/30/2014.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the Host Agency or the Sending Agency for any purpose. Students will not be entitled to receive any compensation from the Host Agency or the Sending Agency or any benefits of employment from the Host Agency or the Sending Agency. The Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of the Sending Agency.

F. Health Insurance Portability and Accountability Act

Students participating in training pursuant to this Agreement are members of the Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or will be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party will have the right or authority or will hold itself out to have the right or authority to bind the other party, nor will either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

OHSU is a statutory public corporation entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by OHSU of its governmental immunity or of its state governmental immunity; (ii) an express or implied acceptance by OHSU of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; (iii) a pledge of the full faith and credit of a debtor contract; (iv) or, as the assumption by OHSU of a debt, contract, or liability of the CONTRACTING AGENCY.

J. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in this Agreement.

To OHSU:	To CONTRACTING AGENCY:
Greg Sabatka Contracting Services Group, MC 104 Oregon Health & Science University 3930 SW Macadam Avenue Portland, OR 97239 Ofc: 503-494-3272 E-Mail: sabatka@ohsu.edu OHSU General Information Line: 503-494-8311	Sheree Smith Public Health Director Morrow County Health Department 110 N Court St Heppner, OR 97836 Ofc: E-Mail: ssmith@co.morrow.or.us

K. No Payments

No payments will be made between the parties or to the students unless otherwise agreed to by written amendment signed by the parties.

L. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

M. Third Party Beneficiaries

Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

N. Governing Law

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State in which the training takes place without giving effect to any choice or conflict of law provision or rule.

O. Entire Agreement

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Agreement.

OREGON HEALTH & SCIENCE UNIVERSITY

MORROW COUNTY HEALTH DEPARTMENT

Contract Coordinator for Educational Affiliations Date

Jim Doherty Date
Chair, Morrow County Board of Commissioners

OHSU Program Initiating the Agreement
SCHOOL OF NURSING, Kathi Rise, CHM

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The Sending Agency holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of health care education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Health care educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the health care profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of health care. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

ROAD REPORT APRIL 2019

SNOW REMOVAL: As a result of the snowfall Morrow County has experienced this year, snow removal from roads in the upper elevations continued through the month of April. The biggest challenge proved to be removing heavy wet snow from soft road surfaces and unusually large berms at roadside.

FLOOD DAMAGE: Melting snow along with periodical heavy rains resulted in road damage throughout most of South County. Crew members have been working hard to keep roads open and safe for travel. There are still sections of roads impassable due to soft road base.

SPRING BLADING: Our grader crew began our spring blading program in the month of April. We find ourselves behind schedule due to flood damage incurred and the lingering snow. We are working as hard as we can to catch up.

ROAD SIGNS: Repairs to road signs are being made.

BOARDMAN FACILITY: Crew members continued hauling in base material. Progress was stopped once a large enough area was made for stockpiling chip rock for our spring chip seal season. We will finish building base layers for the property when we have time available.

NORTH END TRANSFER STATION: Crew members finished subgrade for the scale that is to be installed.

PREP FOR CHIP SEAL SEASON: Truck drivers have been stock piling chip rock for our upcoming chip seal season. I have been working on logistics for the project. An RFQ for asphalt supply and application has been drafted and is currently being reviewed.

PERMITS: Permits applied for in the month of April:

243/243a	G - Pub. Ac.	Cain Lane	Joseph Wedding	Approach		04/16/2019
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Quarterly Report for MC Weed Dept. Jan – March 2019

January

Worked on Intergovernmental Agreement with Oregon Military Dept.
Did some residual spraying on a few roads.
Worked on sprayer injection system.
Participated in phone conference call for OISC.
Watch a webinar on insect pests.
Attended Wilbur-Ellis Seminar in Richland, WA.
Took sprayer to Cheney, WA to get worked on.
Worked on Budget prep.
Staff meeting.

February

Watched a SDS presentation.
Presented Legislative update to BOC
OISC Phone conference call
Compiled and sent Weedmapper info to ODA
Attended Road team meeting
Attended Local Work Group meeting with NRCS in Heppner
Wrote support letter for SB 445
Watched it snow A LOT

March

Still snowed in beginning of month.
Presented SDS information to Safety Committee
Attended County Weed Meeting in Prineville
Finally started spraying roads again March 19th
Surveyed proposed rock pit site for Corey Miller
Attended Flowering Rush meeting at Port of Morrow



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

(For BOC Use)
Item #
60

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

Presenter at BOC:
Department: County Clerk
Short Title of Agenda Item: Quarterly Report
(No acronyms please)

Phone Number (Ext): 5601
Requested Agenda Date:

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 requested report

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 Director Required for all BOC meetings
Administrator 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):

Requested report for the Commissioners

2. FISCAL IMPACT:

NONE

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

Information only

Attach additional background documentation as needed.



PO Box 338-:- Heppner, Oregon 97836
(541) 676-5604 FAX (541) 676-9876

County Clerk

Bobbi A. Childers Ext. 5601

April 18, 2019

Quarterly Report/ County Clerk (April 24, 2019 meeting)

Dear Commissioners,

In February, I went to the Oregon Association of County Clerks (OACC) Conference, I published the required Notice of Special Election, published a Measure Election Ballot title for Morrow County Health District and published an amended notice of special election for Boardman Park and Recreation District.

Our political numbers are as follows: Democrat 1200, Republican 2159, Libertarian 44, Pacific Green 3, Constitution 10, Nonaffiliated 2530, Other 46, Working Families Party of Oregon 25, Independent Party 291, and Progressive Party 2.

Morrow Counties current registered voter count is 6310. In our May 2018 Primary Election, we had 5980 eligible voters on election night. At the November 2018 General election, we had 6135 eligible voters on election night. Our numbers continue to go up with each election cycle.

The filing deadline was March 21, 2019 and May 21, 2019 is the Special District Election. In Morrow County we have 27 districts, 43 races and 57 filed candidates that will be on the ballot for Morrow County Citizens. The Special Election Includes the following Districts,

From Umatilla County filing officer:

Blue Mountain Community College, Zone 1; InterMountain Education Service District, Zone 1 and Zone 7 at large; Umatilla Morrow Radio Data District – 2 positions – 2 filed
Pilot Rock Fire District Director, Positions 2, 3 and 4.

From Gilliam County filing officer:

South R.F.P.D, Position 1 and 2

Filed positions with Morrow County Clerk are as follows:

Morrow County School District – 5 positions – 5 candidates filed
Boardman Rural Fire Protection District – 2 positions – 5 candidates filed
Heppner Rural Fire Protection District – 2 positions – 2 candidates filed
Ione Rural Fire Protection District – 2 positions – 2 candidates filed
Irrigon Rural Fire Protection District – 2 positions – 2 candidates filed
Heppner Water Control District – 3 positions – 3 candidates filed
Ione Library District – 2 positions – 2 candidates filed
Oregon Trail Library District – 2 positions – 1 candidate filed, one position no candidate filed (write-in votes to be counted)
Boardman Park and Recreation District – 3 positions – 3 candidates filed (1 - 2-year unexpired term no candidate filed, will be determined by write-in votes)
Irrigon Community Park and Recreation District – 2 positions – 2 filed candidates
Morrow County Unified Recreation District Zone 3, Zone 4 and Zone 5 (each zone has 1 candidate filed)
Willow Creek Park District – 3 positions – 3 filed positions
Port of Morrow Position 4 – 1 candidate filed and Position 5 – 2 candidates filed

Morrow County Health District – 3 positions – 3 candidates filed
Boardman Cemetery District – 1 position – 1 candidate filed
Heppner Cemetery District – 1 position – 1 candidate filed
Ione-Lexington Cemetery – 2 positions – 2 candidates filed
Irrigon Cemetery – 1 position – 1 candidate filed

With Elections, the ballots are not the same, there are 33 different ballots styles, meaning that if you live in precinct 1 Boardman, we have 3 ballots styles for that precinct, all depending on where you physically live, precinct 2 Irrigon, has 5 ballot styles, precinct 3 Lexington, has 9 ballot types, precinct 4 Ione, has 2 styles and precinct 5 Heppner/Hardman, has 14 styles. It would be nice if all the districts followed precinct lines but that only happens if it's a countywide district.

The Military ballots went in the mail on April 1st and the Out of State ballots will go on April 22nd. The rest of the ballots will mail out on May 1st.

My office was just updated with 3 new computers loaded with Office 10. We've had a few issues that are getting worked out, some are programs that we had to update, and some are the operator has to get updated!

We continue to take passport photos and applications in my office. We got a 100% pass on our inspection and continue to do quite a few applications. Since July 1 we've done 73 photos and 56 applications.

As the County Death Registrar, we have brought in \$5,560 issuing death certificates this fiscal.

This fiscal year to date we have sent the State Housing authority fees totaling \$72,960.00.

I am trying to get one of my old printers refurbished as it's got a broken part, I use this printer to print my election envelopes and as a main printer for the public use computer and recording receipts.

I've set up an onsite assessment of my Election Office, with Cybersecurity and Infrastructure Security with the U.S. Department of Homeland Security in July. They will discuss security and security options for consideration to assist with increasing overall resilience in my office. They will be in all my Election office spaces and supporting infrastructure, County IT, and Election Office buildings.

Happy Administrative Professionals Day, to all of you at Morrow County!



Respectfully submitted,

Bobbi Childers
Morrow County Clerk

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

April 18th, 2019

Re: County Surveyor's report first quarter 2019.

Dear Morrow County Commissioners,

In the January report I mentioned that there had been several issues in the plat review process related to Morrow County not requiring title reports for partitions. This had also been mentioned in the October report. I have prepared a draft of proposed changes to the subdivision ordinance that has been sent to the planning department for review but the ordinance change process can be a long process. In the mean time, the title issues continue to be a problem. I have discussed this with other county surveyors and many of them just develop a written statement of policy as to what developers can expect in the review process. I would like to request some direction to the board as to how to develop a policy statement that will be acceptable to the county and that can be posted to the web page concerning the review process. This policy will also address the issue of the number of times a survey may be submitted for review before incurring additional review charges.

Also in January I raised the issue that the duties of the county surveyor require a fair and correct record of surveys performed by the road department. That statute is:

209.070 Duties. The county surveyor of each county shall:

(1) Keep a fair and correct record of all surveys made by the county surveyor and deputies thereof and by the county road official, all surveys received pursuant to ORS 209.250 and all surveys under ORS 368.106 or 368.206.

I also provided the statute in ORS 368.106 that requires completed surveys be recorded in the event the county acquires an interest in new right of way. In this report I include the following statute from ORS chapter 209 in which those surveys must be completed within 180 days of the

209.155 Removal or destruction of survey monument during road construction; survey map in lieu of replacement; delineation of newly defined right of way.

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

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

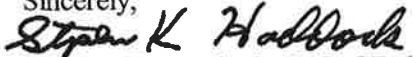
(b) A permanent survey control point network is established referencing the new right of way and controlling centerline. The network shall consist of at least three control monuments and must span the length of the project. Each control monument shall be intervisible with at least two other control monuments.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

the new right of way and controlling centerline **shall be filed** with the county surveyor **within 180 days** after completion of construction.

At the January meeting I raised an issue with certain documents found in the road department records that indicate there are surveys by a particular firm that should have been filed but that are not in the record. I was told that the situation would be looked into by commissioner Russell and a committee that I thought was to include myself. On March 1st, Commissioner Russell told me via email that there had been a meeting and another was scheduled but when I asked if I was allowed to attend that communication stopped. Further, on March 12th, I submitted to Mr. Nelson an additional 7 preliminary maps (a copy of one is attached) obtained from the State of Oregon that should have been filed in the county survey records per the above statutes. To date I have received no response that those maps were even received. As this directly affects my lawful duty to keep the record I would like some further clarification as to what is being done to rectify this situation and to obtain the completed maps.

On February 23rd I completed an initial plat review on a partition that Mr. Ron McKinnis was preparing for the Harrison's. As I reported last year, Mr. Gorman and myself have begun the exchange of review information as there are things that I check for that he cannot and that he checks for that I cannot but that we both need to know. For whatever reason, the Harrison's were concerned with the review process and I understand that Commissioner Lindsay demanded a copy of my review from the Assessor's Office rather than from myself. It is my opinion that this action needs to be discussed and a mutual understanding reached as to proper communication and acquisition of information. It is my duty to review these documents for meeting the requirements the statutes and, as with modern texting on cell phones, it is often easy to misinterpret written documents. Therefore, if someone wants a copy of my reviews they should get them from me.

Sincerely,



Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor.

**RIGHT OF WAY SKETCH
MORROW COUNTY PUBLIC WORKS
INTERSECTION IMPROVEMENT PROJECT
SHOBE CANYON RD. & HWY 207**

LOCATED IN THE SW1/4 SE1/4
OF SECTION 3, and IN THE
NW1/4 NE1/4 OF SECTION 10
T.3S., R.26E., W.M.,
MORROW COUNTY, OREGON
Revised April 14, 2011

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
KENNETH H. DELANO JR.
49865

RENEWAL DATE:
01/01/2012

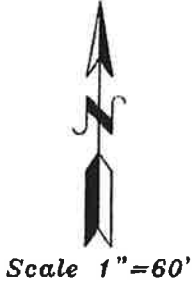
LEGEND

EXISTING

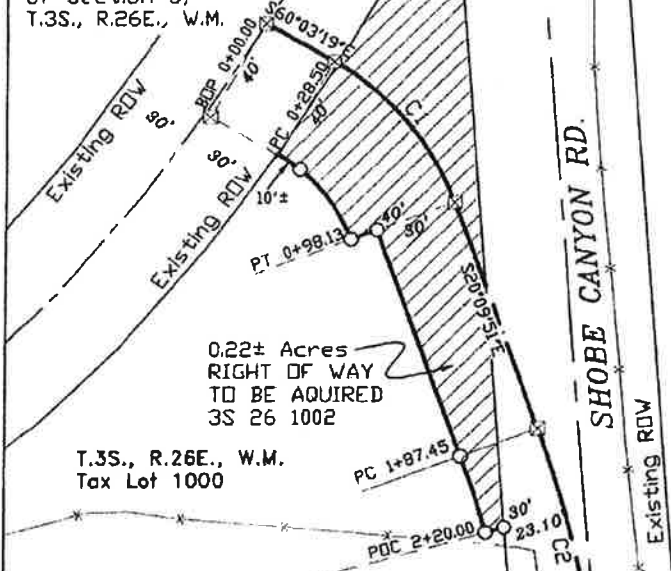
- * - * - * - * FENCE
- - - - - CL
- R.O.W.

PROPOSED

- CL
- R.O.W.
- R.O.W. MONUMENT TO BE SET
- ⊗ CALCULATED POINT, NO MONUMENT SET.



CL Sta. 0+00 being
N210.92' & E956.14'
from the S1/4 Cor.
of Section 3,
T.3S., R.26E., W.M.



0.22± Acres
RIGHT OF WAY
TO BE ACQUIRED
3S 26 1002

T.3S., R.26E., W.M.
Tax Lot 1000

T.3S., R.26E., W.M.
Tax Lot 1812
Parcel 1, Partlfton
Plat 9-1997

CL Sta. 3+50 being
S98.87' & E1083.06'
from the S1/4 Cor.
of Section 3,
T.3S., R.26E., W.M.

SW1/4 SE1/4
Sec. 3, T.3S., R.26E.

Approx. Section Line

Approx. E1/16 Corner

NW1/4 NE1/4
Sec. 10, T.3S., R.26E.

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	39°53'28"	100.00	69.62	S40°06'35"E	68.23
C2	15°38'43"	400.00	109.22	S12°20'30"E	108.88