

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 17, 2019 at 9:00 a.m.

Port of Morrow Riverfront Center, Wells Springs Room
2 Marine Drive, Boardman, Oregon

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated July 18th; Manual Check Run, July 11th, \$9,968.18
 - b. Minutes: June 12th
 - c. Oregon Liquor Control Commission Temporary Sales License Applications from the Oregon Trail Pro Rodeo for events on August 16th-18th and August 24th
 - d. Rock Quarry Agreement with Wilkinson Ranches, LLC
5. **Business Items**
 - a. Easterday Farms – Introduction & Discussion (Carla McLane, Planning Director; Cody Easterday, Bill Easterday)
 - b. Easement Request from Morrow County Grain Growers (Carla McLane)
 - c. School Based Health Center Agreement – Morrow County Public Health Department & Community Counseling Solutions (Sheree Smith, Public Health Director)
 - d. Irrigon Building Project
6. **Department Reports**
 - a. Clerk’s Quarterly Report (Bobbi Childers)
 - b. Planning Department Monthly Report (Carla McLane)
 - c. Juvenile Department Quarterly Report (Sherry Wright, Juvenile Probation Counselor)
 - d. The Loop Quarterly Report (Anita Pranger, Coordinator)
 - e. Emergency Management Quarterly Report (Undersheriff John Bowles)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session** - Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
10. **Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
11. **Sign documents**
12. **Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta 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, County Administrator at (541) 676-2529.

Morrow County Board of Commissioners Meeting Minutes
June 12, 2019
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Roberta Lutcher, Executive Assistant

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: Planning Director Carla McLane introduced the new Building Official, Glenn McIntire, and Boardman City Manager Karen Pettigrew. Ms. Pettigrew explained the County contracts with Boardman for Building Official services such as inspections and plan reviews. Mr. McIntire said he was glad to be in the County, discussed his background and said after he obtains a few certifications, all inspections will be in-house, with the exception of electrical. He then talked about finding housing, so the Commissioners touted the housing incentive programs offered by the communities in the County. Chair Doherty discussed the need for cooperation between the County, the City of Boardman and the Port of Morrow. He encouraged Mr. McIntire to interact frequently with the County's Planning and Public Works Departments. Mr. McIntire agreed it's important to keep projects moving forward and not be a road block.

Open Agenda: No items**Consent Calendar**

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

1. *Accounts Payable, June 13th, \$261,107.54; Retirement Taxes, June 3rd, \$20,563.41.*
2. *Oregon Department of Transportation Rail & Public Transit Division Grant Agreement #33496, effective July 1, 2019 or when fully executed (does not stipulate an expiration date), not-to-exceed amount \$135,400.*
3. *Application for Tax Refund, Surviving Spouse of Veteran, Yvette Aune, Tax Year 2018-19, \$317.78.*
4. *Ninth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement #153133 for the Financing of Mental Health, Substance Use Disorders and Problem Gambling Services; increase of \$26,331.43 for services delivered to individuals at Lakeview Heights from February 21-June 30, 2019.*
5. *Final signature to take place June 19th on the agreement from Hill International for Project Management and Owner's Representative Services associated with progressive design-build procurement, contract award, design and construction of the new County facility in Irrigon; not-to-exceed amount \$165,000.*

6. *Department of Justice, Cooperative Agreement #19301, Child Support Services; effective when fully executed, expires on the earlier of the date of last payment or August 1, 2023; and authorize Chair Doherty to sign on behalf of the County.*
7. *Morrow County Planning Commission Bylaws - repealing the bylaws adopted August 22, 2007.*
8. *Application for Necessity to Build on Right-of-Way #OOJ from Umatilla Electric Cooperative – Olson Road 0.57 miles from the intersection with Wilson Lane and authorize the Public Works Director to sign on behalf of the County.*

Commissioner Lindsay seconded. Unanimous approval.

Legislative Updates

Status update discussions took place on several pieces of legislation, including:

- House Bill 2329, which would increase the size of projects that can be sited at the county-level. Ms. McLane said it is moving out of the Ways & Means Subcommittee to the full Ways & Means Committee.
- HB 2020, Cap and Trade, Chair Doherty said it went through the subcommittee yesterday with the senators not agreeing with the amendments that would slow down the process to allow additional review. It was sent back to the full Ways & Means Committee, he added.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the kick-off meeting with consultant, Robynne Thaxton Parkinson, and the Owner's Representative, Hill International, will take place June 20th. Ms. Parkinson will send information for the Commissioners to review prior to that meeting. Mr. Green said the evaluation committee will be responsible for selecting the Progressive Design-Build contractor and currently includes himself, Mark Patton, Port of Morrow Chief Operations Officer, and a representative from Hill International. Two positions were yet to be determined, he said, the Commissioner representative, and the stakeholder or staff member. It was agreed Commissioner Russell would serve on the evaluation committee and the last member would be determined at the June 19th BOC Meeting.

Update on Bid Process for Bartholomew Building Lower Level Remodel

Mr. Green said after twice issuing a Request for Proposals, one response was received but it was above the anticipated cost of the project. After researching options, Mr. Green said he would see if the contractor's bid can be brought closer to the expected range, without changing the scope of work. The Commissioners agreed by consensus to this option with the understanding another Request for Proposals might be necessary.

Lease Agreement, Stokes Landing Senior Center – Parking Space for The Loop Vehicles

Anita Pranger, Coordinator, The Loop

The Loop parks a bus and a van at the Stokes Landing Senior Center garage in Irrigon. The new agreement is for \$75 per vehicle per month.

Commissioner Russell moved to approve the Lease Agreement, Stokes Landing Senior Center Parking Space, effective July 1, 2019 until June 30, 2025; \$150 per month. Commissioner Lindsay seconded. Discussion: Commissioner Russell said as planning continues for the new building in Irrigon, perhaps this is an opportunity to look at space to store County vehicles on County property; Commissioner Lindsay agreed. Vote: Unanimous approval.

Request for Proposals for Financial and Compliance Audit Services

Kate Knop, Finance Director

Ms. Knop reviewed the RFP process undertaken to find an audit firm for fiscal years ending June 30, 2019 through June 30, 2021. The firm that completed the County's audit in recent years was the only respondent, Barnett & Moro, P.C. Ms. Knop recommended they be awarded the bid. Discussion.

Commissioner Russell moved to award the bid for Financial and Compliance Audit Services to Barnett & Moro, P.C., for fiscal years ending June 30, 2019, 2020 and 2021, total amount \$107,100. Commissioner Lindsay seconded. Unanimous approval.

Purchase Pre-Authorization Request, Two Slide-In Tanks for Polaris Rangers

Matt Scrivner, Public Works Director

Mr. Scrivner reviewed the three quotes received for slide-in tanks for the Polaris Rangers for firefighting capabilities at the Parks.

Commissioner Russell moved to approve the purchase of two Firelite Compact Wildfire Utility Vehicle Skid Units from Kimtek Corporation, total amount \$14,270, and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Eastern Oregon Workforce Board (EOWB) Discussion

Commissioner Lindsay explained the Umatilla County Board of Commissioners has been dissatisfied with the EOWB and plans to leave that organization to form its own Workforce Development Area. She said Umatilla County's Chair George Murdock asked if Morrow County would like to join in their application and form a new two-county Workforce Development Area.

After discussion, the Commissioners decided it would be more advantageous for Morrow County to join Umatilla County in requesting a separate Workforce Development Area.

Commissioner Russell moved to support Umatilla County's efforts to form a Local Workforce Development Area with Morrow County, and fill out the appropriate application once the final

documents are reviewed at an upcoming BOC Meeting. Commissioner Lindsay seconded. Unanimous approval.

Department Director Purchasing & Contracting Authority Recommendation by Work Group

Darrell Green, Administrator

At the June 5th BOC Meeting, a Work Group was appointed to review the current approval process for contracts, agreements and purchases and forward its recommendations. Work Group member Justin Nelson was unable to attend the BOC Meeting, but his Agenda Coversheet summarizing the recommendations was reviewed by Mr. Green. He stated the Work Group's two options are for items already budgeted, and would not require a budget resolution.

Commissioner Russell moved to approve a streamlined process when a bid for an individual purchase or service has been accepted: At the same BOC meeting where the bid is accepted, the contract may also be signed and any necessary budget resolutions can take place. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Russell moved to approve Option 2 ("Department purchases of \$0-\$9,999.99 can be approved by the Department Head. Purchases between \$10,000.00 to \$29,999.99 can be approved by County Administrator of (sic) Board of Commissioners. Purchases in excess of \$30,000 will need approval by Board of Commissioners.") allowing Department Heads to spend up to \$29,999.99 to be approved by the County Administrator, further noting a review of the new process will take place in six months. Commissioner Lindsay seconded. Chair Doherty restated the motion is to move forward with Option 2 as presented and there are a few caveats about who signs-off and it will be revisited in six months. Discussion. Vote: Unanimous approval.

Department Reports

Planning Department Monthly Report

Carla McLane, Planning Director

The following were some of the items in Ms. McLane's report:

- Buildable Lands Inventory and Housing Analysis – anticipate potential adoption by the Board sometime in August.
- Community Wildfire Protection Plan – Ms. McLane asked what kind of review process was preferred by the Board as it will likely be to them for potential adoption later this summer, as well. Commissioner Lindsay requested this be discussed again at the June 26th meeting.
- Onsite Wastewater Treatment Program – Ms. McLane provided the first report of activity since Umatilla County and Morrow County partnered to offer that program, which was previously a function of the Department of Environmental Quality.
- Meeting with the Navy – The Board proposed an in-person meeting take place Tuesday, September 17th.
- Progress report on continued meetings with the Port of Morrow and City of Boardman on the Interchange Area Management Plan.

Correspondence

- Oregon Department of Energy notice of public hearings in eastern Oregon regarding the proposed Boardman to Hemingway Transmission Line.

Commissioner Reports

- Commissioner Lindsay said a meeting some months ago that brought together south County residents, the Sheriff's Office, and representatives from other departments and entities had several tangible results. They included the formation of a Neighborhood Watch Committee, a Community Pride Committee, and funding was created to allow free admission for youth one day a week at the pools in Ione and Heppner.
- Commissioner Russell attended legislative meetings held by the Association of Oregon Counties in Salem and also testified on behalf of HB 2329 (see Legislative Updates). Commissioner Russell said he attended the annual Youth Fishing Derby held at Cutsforth Park with his grandchildren from the Portland metro area. He said it was well attended with multiple generations of families enjoying the event. Oregon Department of Fish & Wildlife stocked the pond, including 55 large trout, for the kids to catch.

Break: 11:45-11:54 a.m.

11:54 a.m.: Executive Session – Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12:19 p.m.: Closed Executive Session - No decisions

12:20 p.m.: Executive Session – Pursuant to ORS 192.660(2)(e) - To conduct deliberations with persons designated by the governing body to negotiate real property transactions

12:47 p.m.: Closed Executive Session

Chair Doherty asked if there would be anything further, such as a motion, relative to potentially amending the Road Use Agreement at Olson Road and Wilson Lane with Vadata.

Commissioner Russell moved to keep the team that's already in-place for road negotiations and have them move forward with modifying the contract to cover unforeseen items that have arisen. If not, he said, we do have a contract in place that will. Commissioner Lindsay seconded. Unanimous approval.

Signing of documents

Adjourned: 1:00 p.m.



OREGON LIQUOR CONTROL COMMISSION

TEMPORARY SALES LICENSE – NONPROFIT (TSL-NP) APPLICATION

Item #4c

TEMPORARY SALES LICENSE – NONPROFIT (TSL-NP) PRIVILEGES. The TSL-NP allows you to:

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area (provided you meet the food requirements).
- Sell at retail manufacturer-sealed containers of malt beverage, wine, and cider meant for drinking off of the special event licensed area. Note: you may not sell bottles of distilled spirits.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons.
- Auction (but not raffle) at retail factory-sealed containers of malt beverage, wine, and cider (but not distilled liquor) for consumption off the premises.
- Auction (but not raffle) at retail open containers of alcohol for consumption on the premises.

- **Process Time:** Please read the instructions. OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #8 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **OLCC License Fee:** \$50 per license day or any part of a license day. **Make payment by check or money order, payable to OLCC.** A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **License Days:** In #8 below, you may apply for a maximum of seven license days per application form.

1. ELIGIBILITY: Please read the instructions to determine eligibility for a TSL-NP.

Is your organization a nonprofit or charitable organization with an issued Oregon Registry Number?

No

Yes. Please list the organization's Oregon Registry Number (not EIN): 1346170-91

2. Applicant Name: Oregon Trail Pro Rodeo

3. Email: mpranch4@hotmail.com

4. Fax: n/a

5. Contact Person: Camille Peck

6. Contact Phone: 541-989-8351

7. Event Name: Oregon Trail Pro Rodeo

8. Date(s) of event (no more than seven days):
August 16-17-18

9. Start/end hours of alcohol service: 11 am pm to 2 am pm

10. Address of Special Event:
Heppner Pilot Rock Highway 74

City
Heppner

Zip
97836

11. Is the event outdoors? Yes No

11a. If the event is only indoors, in what area(s) of the building is the event located?

11b. If any part of the event is outdoors, **submit a drawing** showing the licensed area and how the boundaries of the licensed area will be identified.

12. Describe the primary activities within the licensed area:
Rodeo Music

13. Will minors be allowed at the event? Yes No

14. If yes, will minors and alcohol be allowed together in the same area? Yes No

15. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 800

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA

If your answer to #15 is 501 or more, **IN ADDITION TO** your answers to questions 16, 17, and 18, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

16. Describe your plan to prevent problems and violations:

All persons under 30 will be required to show ID. We have alcohol monitors present as well as Morrow County Sheriff's office on patrol.

17. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:

Alcohol is served in designated enclosed beer garden where everyone under age 30 is required to show ID and police patrol the entire area.

18. Describe your plan to manage alcohol consumption by adults:

Servers are required to read and sign the brochure "What every volunteer alcohol server needs to know" published by OLCC and we also have alcohol monitors and police help manage all customers.

ALCOHOL MANAGERS

19. All applicants must list the name(s) of alcohol manager(s) on-duty and in the licensed area.

Meghan Golden
Colby Golden
Camille Peck

LIQUOR LIABILITY INSURANCE

If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168).

20. Insurance Company: Wheatland Insurance

21. Policy #:

22. Expiration Date:

MARIJUANA

23. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? Yes No

FOOD REQUIREMENTS

Please read the instructions to determine the food requirements.

24. Will you serve distilled spirits by the drink? Yes No

24a. If yes, list at least three different substantial food items that will be provided:

1. Corn Dogs

2. Hamburgers

3. Chicken Strips

24b. If no, list at least two different substantial food items that will be provided:

1.

2.

GOVERNMENT RECOMMENDATION

Please read the instructions. You must obtain a recommendation from the local city or county named in #25 before submitting this application to the OLCC.

25. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits:

SIGNATURE

I affirm that I am authorized to sign this application on behalf of the applicant.

26. Name (please print):

OREGON TRAIL PRO RODEO

27. Signature:

Camille Peck

28. Date:

1 July 2019

CITY OR COUNTY USE ONLY

The city/county named in #25 above recommends:

Grant

Acknowledge

Deny (attach written explanation of deny recommendation)

(Optional) City/County Contact Person:

(Optional) Phone Number or Email:

City/County Signature:

Date:

FORM TO OLCC

This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

OLCC USE ONLY

Fee Paid:

Date:

Receipt #:

License is:

Approved

Denied

OLCC Signature:

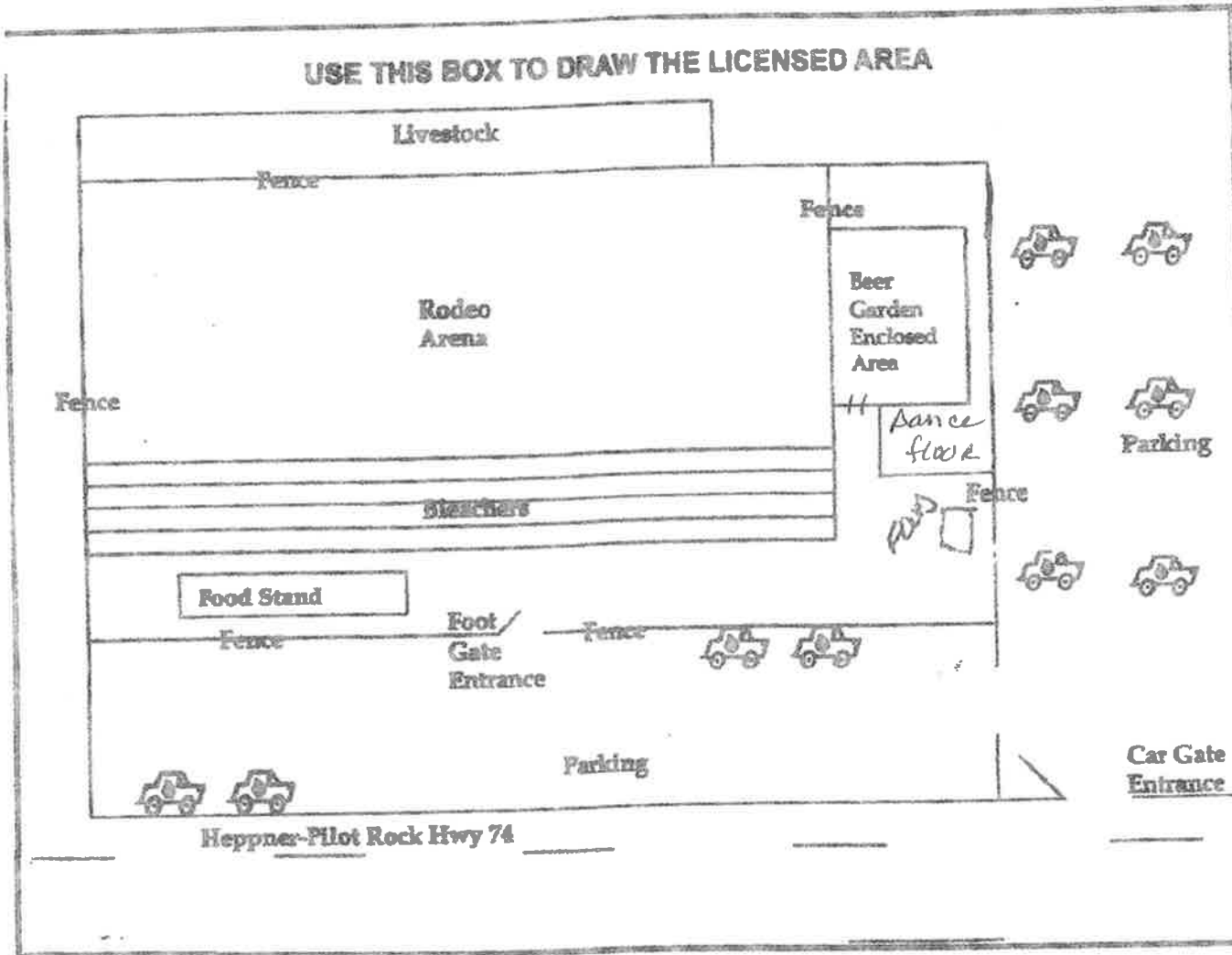
Date:



**OREGON LIQUOR CONTROL COMMISSION
IDENTIFYING A SPECIAL EVENT LICENSED AREA**

The OLCC is prohibited from licensing an area that does not have defined boundaries.
Please complete items 1 – 5 and then use the box below to draw the licensed area.

1. Applicant Name (please print): OREGON TRAIL PRO RODEO ASSN.
2. Event Street Address: HEPPNER-PILOT ROCK HWY 74
3. City/County: HEPPNER / MORROW
4. Date(s) of Event: AUGUST 11-18 2014
5. Please list and describe what barrier(s) will be used to define the boundaries of the licensed area. For example: "A 6 foot high wooden fence." A 6' HIGH FENCE SURROUNDING ENTIRE AREA.





PLAN TO MANAGE SPECIAL EVENTS

When the expected attendance per day in the area where alcohol will be sold or consumed is 501 or more, any applicant for a Temporary Sales License (TSL-NP and TSL-FP), Special Event Winery (SEW), Special Event Grower (SEG), Special Event Brewery-Public House (SEBPH), Special Event Brewery (SEB), Special Event Distillery (SED), or a Temporary Use of an Annual License (TUAL) event must complete this form (unless exempted from this requirement by the OLCC) and submit it with the application to the OLCC.

Other applicants (those expecting 500 or fewer attendees per day in the licensed area) may choose to use this form. In some cases, even if the expected daily attendance is 500 or fewer, the OLCC may require this form.

Examples of times when the OLCC may require more detailed information, even if the expected daily attendance in the area where alcohol will be sold or consumed is 500 or fewer, include a licensed area projecting an emphasis on alcohol consumption, projecting an emphasis on entertainment, or proposing to allow minors and alcohol together in the same area.

Please note that for some licensed areas, in order to convince the OLCC that you will adequately manage the licensed area, the OLCC may require more details in addition to your completed PLAN TO MANAGE SPECIAL EVENTS form or any other information you submitted regarding how you will control the licensed area.

If there will be more than one of the above licensees making alcohol available in the same area(s) of the same event, all licensees may agree to submit and follow one plan.

1. Applicant Name: Camille Peck		
2. Email: mpranch4@hotmail.com		
3. Event Name: Oregon Trail Pro Rodeo		
4. Date(s) of event: August 16-17-18 2019		
5. Start/end hours of alcohol service: 11 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm to 2 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm		
6. Event Street Address Heppner-Pilot Rock Highway 74		
7. City: Heppner	8. County: Morrow	9. Zip: 97836
10. Will minors be allowed at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11. If yes, will minors and alcohol be allowed together in the same area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
12. Will any portion of the licensed premises be prohibited to minor patrons? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe your plan to prevent minor patrons from gaining access to the prohibited area: Minors are not allowed in the enclosed beer garden where alcohol is served.		
13. Expected total attendance per day in the area(s) where alcohol will be sold or consumed)? 800		
14. List name(s) and contact phone(s) of alcohol manager(s) on-duty and in the licensed area: Camille Peck 541-379-8989 Meghan Golden 541-379-3130		
15. Describe the primary activities within the licensed area: Watch rodeo and after rodeo is over we have music		
16. Do you estimate that 30 percent or more of the people attending the event will be between 15-20 years of age? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

17. Do you estimate the number of patrons in the licensed area will be about the same during the entire time that alcohol is sold or consumed? Yes No
If no, what are the estimated times that a greater number of patrons will attend?
10pm to 2am

18. At any one time, what is the average range of the number of staff (such as managers, servers, security, alcohol monitors, ID checkers, etc.) on-duty, at the event, and whose job includes monitoring patron behavior?
12 Kolby Golden, Meghan Golden, Camille Peck

19. Will Alcohol Monitors work in the licensed area? Yes No
(An Alcohol Monitor is a person in addition to alcohol servers and security staff who monitors the sale, service, and consumption of alcoholic beverages to help ensure that unlawful sales, service, and consumption of alcoholic beverages do not occur.)

20. If yes to #19, list the minimum number of Alcohol Monitors you estimate will work during the estimated times when a greater number of patrons will attend and the estimated times when a regular number of patrons will attend:

3 ___ Minimum number during estimated times of greater patron attendance

3 ___ Minimum number during estimated times of regular patron attendance

21. If yes to #19, describe how Alcohol Monitors will be readily identifiable as such to patrons:
Teal wrist Bands

22. Will all Alcohol Monitors be required to have a service permit? Yes No

23. If no to #22, those Alcohol Monitors without a service permit must be uncompensated volunteers who are directly supervised in the licensed area by an individual who has successfully completed an Alcohol Server Education course within the last five years. Please list the name(s) of the supervisor(s) and their server education completion date(s):
Camille Peck, Meghan Golden I don't have completion dates.

24. Is the applicant a nonprofit or charitable organization with an Oregon Registry Number issued by the Oregon Secretary of State's office? Yes No

If yes, list Oregon Registry Number (OLCC does not accept a federal registry number or an EIN number):
1346170-91

24a. If yes to #24, will the applicant use servers who don't hold a service permit? Yes No

25b. If yes to 24a, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:
They read and sign "What every Volunteer Alcohol Server Needs to Know"

26. Will servers, security, or ID checkers wear clothing or other designation which readily identifies them as such to patrons? Yes No

If yes, please describe:

ID checkers and security have uniforms, they are from the sheriffs office, servers don't

27. Describe for alcoholic beverages meant for consumption in the licensed area:

	Size of Container (in which the Alcohol will be Served)	Maximum Amount of Alcohol in the Container
Malt Beverages	beer 12oz	7%
Wine	5oz	15%
Cider		
Distilled Spirits	1oz	40%

28. Describe how containers used to serve alcoholic beverages for consumption in the licensed area will be of a different color and type when compared to containers used to serve nonalcoholic beverages:

Beer plastic clear Coors cups, Whiskey clear plastic cup, wine clear plastic cup, Palm Breeze and Mikes in cans, soda in plastic bottles, and water in plastic bottles

29. What is the maximum number of containers of alcoholic beverages meant for consumption in the licensed area that a patron may possess at any one time? 2

30. Describe the level of lighting the licensed area will have to ensure the proper monitoring of patrons:

- A level of lighting sufficient to read common newspaper print; or
 A level of lighting that will be (please describe):

31. If other methods for adequately managing the licensed area will be used, describe them here (or submit a separate written, dated, and signed plan):

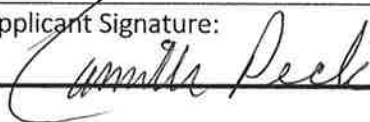
After customers have ID checked a wrist band is place on their left wrist, color changes daily

32. Applicant Name (please print):

Camille Peck

CA

33. Applicant Signature:



34. Date

9 July 2019



RODEO COMMITTEE

P.O. Box 113

Heppner, OR 97836

mocorodeo@hotmail.com

The Oregon Trail Pro Rodeo will be holding a BRN4D Barrel Race on August 24, 2019. The Barrel Race will be called the Janice Healy Davis Memorial Barrel Race. Janice was raised on the Healy Buttercreek Family Ranch. Janice and her 5 sisters were very involved in the Morrow County Fair and Rodeo for years. This race had been hosted in the past by the Britt Family on Buttercreek until they sold their ranch and moved.

The OTPR Committee has been looking at different events to bring to the Morrow County Fairgrounds. Not only will we be honoring Janice, this will be a fund raiser for the Oregon Trail Pro Rodeo. We are hoping to make this an annual event.

Our rodeo arena is known for good ground for barrel racing and has won awards in the past. A lot of these girls have run here in the past and also have held barrel races in the Wilkinson Arena. As a committee our goal is to promote the Morrow County Fairgrounds as a multiuse facility and hope to be able to bring other events to Heppner in the future.

We will have a food vendor and have the beer garden open. The beer garden will be very low key, it will be a shady place for the contestants over 21 family members to enjoy a day of barrel racing.



OREGON LIQUOR CONTROL COMMISSION

TEMPORARY SALES LICENSE – NONPROFIT (TSL-NP) APPLICATION

TEMPORARY SALES LICENSE – NONPROFIT (TSL-NP) PRIVILEGES. The TSL-NP allows you to:

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area (provided you meet the food requirements).
- Sell at retail manufacturer-sealed containers of malt beverage, wine, and cider meant for drinking off of the special event licensed area. Note: you may not sell bottles of distilled spirits.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons.
- Auction (but not raffle) at retail factory-sealed containers of malt beverage, wine, and cider (but not distilled liquor) for consumption off the premises.
- Auction (but not raffle) at retail open containers of alcohol for consumption on the premises.

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- **License Days:** In #8 below, you may apply for a maximum of seven license days per application form.

1. **ELIGIBILITY:** Please read the instructions to determine eligibility for a TSL-NP.

Is your organization a nonprofit or charitable organization with an issued Oregon Registry Number?

No

Yes. Please list the organization's Oregon Registry Number (not EIN): 1346170-91

2. Applicant Name: OREGON TRAIL PRO RODEO

3. Email: mpranch4@hotmail.com

4. Fax: n/a

5. Contact Person: Camille Peck

6. Contact Phone: 541-989-8351

7. Event Name: Janice Healy Memorial Barrel Race

8. Date(s) of event (no more than seven days):
AUGUST 24, 2019

9. Start/end hours of alcohol service: 12 am pm to 7 am pm

10. Address of Special Event:

HEPPNER PILOT ROCK HIGHWAY

City

HEPPNER

Zip

97836

11. Is the event outdoors? Yes No

11a. If the event is only indoors, in what area(s) of the building is the event located?

11b. If any part of the event is outdoors, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

12. Describe the primary activities within the licensed area:

BARREL RACE

13. Will minors be allowed at the event? Yes No

14. If yes, will minors and alcohol be allowed together in the same area? Yes No

15. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 200

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA

If your answer to #15 is 501 or more, **IN ADDITION TO** your answers to questions 16, 17, and 18, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

16. Describe your plan to prevent problems and violations:

ALL PERSONS UNDER 30 WILL BE REQUIRED TO SHOW ID. WE WILL HAVE ALCOHOL MONITORS PRESENT.

17. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:

ALCOHOL IS SERVED IN DESIGNATED ENCLOSED BEER GARDEN WHERE EVERYONE UNDER AGE 30 IS REQUIRED TO SHOW ID.

18. Describe your plan to manage alcohol consumption by adults:

SERVERS ARE REQUIRED TO READ AND SIGN THE BROCHURE "WHAT EVERY VOLUNTEER ALCOHOL SERVER NEEDS TO KNOW" PUBLISHED BY OLCC AND WE HAVE ALCOHOL MONITORS.

ALCOHOL MANAGERS

19. All applicants must list the name(s) of alcohol manager(s) on-duty and in the licensed area.

MEGHAN GOLDEN
COLBY GOLDEN
CAMILLE PECK

LIQUOR LIABILITY INSURANCE

If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168).

20. Insurance Company: **WHEATLAND INSURANCE**

21. Policy #:

22. Expiration Date:

MARIJUANA

23. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? Yes No

FOOD REQUIREMENTS

Please read the instructions to determine the food requirements.

24. Will you serve distilled spirits by the drink? Yes No

24a. If yes, list at least three different substantial food items that will be provided:

1. 2. 3.

24b. If no, list at least two different substantial food items that will be provided:

1. **HAMBERGERS** 2. **HOTDOGS**

GOVERNMENT RECOMMENDATION

Please read the instructions. You must obtain a recommendation from the local city or county named in #25 before submitting this application to the OLCC.

25. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits:

SIGNATURE

I affirm that I am authorized to sign this application on behalf of the applicant.

26. Name (please print): CAMILLE PECK

27. Signature:

Camille Peck

28. Date:

*9 July 2019***CITY OR COUNTY USE ONLY**

The city/county named in #25 above recommends:

Grant

Acknowledge

Deny (attach written explanation of deny recommendation)

(Optional) City/County Contact Person:

(Optional) Phone Number or Email:

City/County Signature:

Date:

FORM TO OLCC

This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

OLCC USE ONLY

Fee Paid:

Date:

Receipt #:

License is:

Approved

Denied

OLCC Signature:

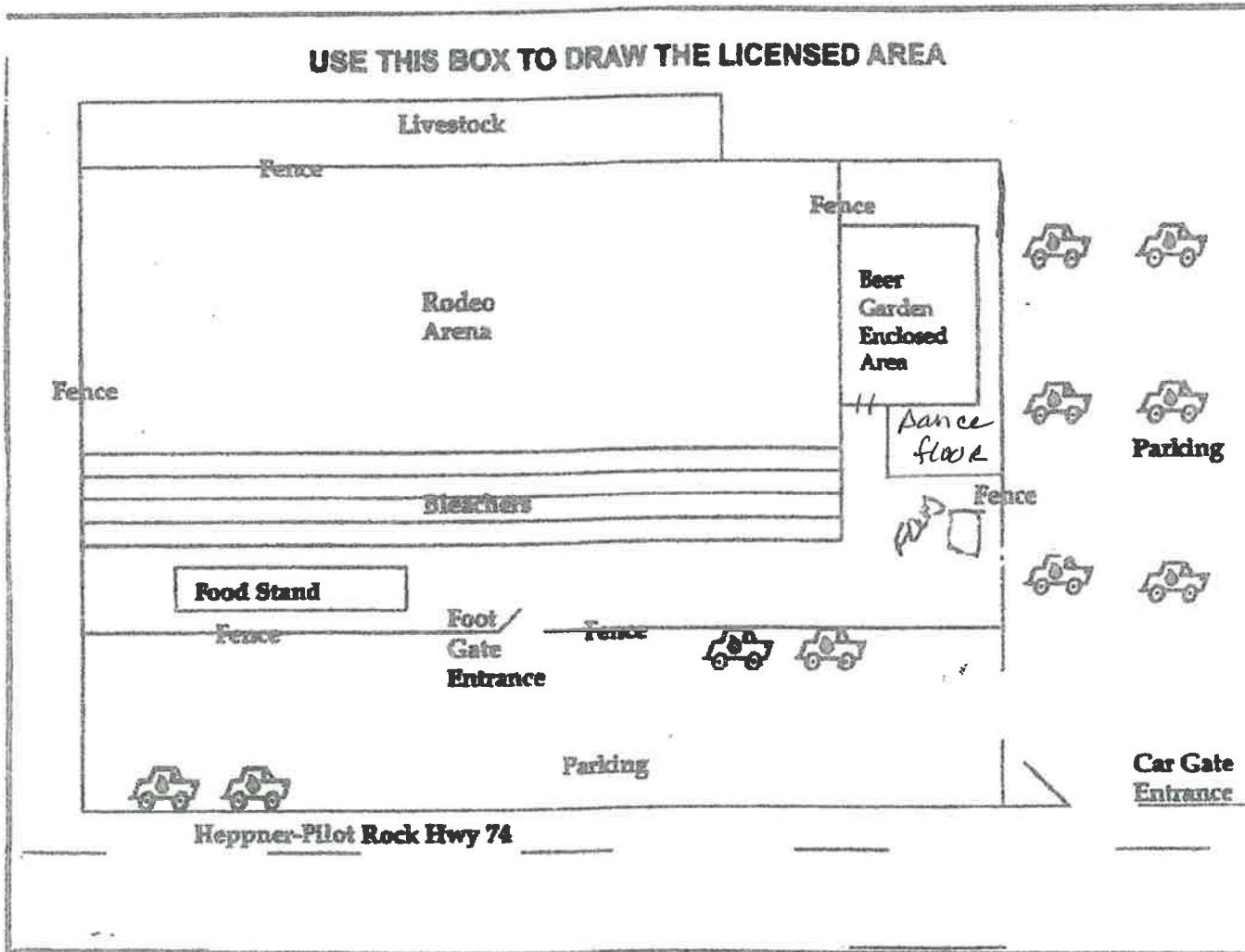
Date:



**OREGON LIQUOR CONTROL COMMISSION
IDENTIFYING A SPECIAL EVENT LICENSED AREA**

The OLCC is prohibited from licensing an area that does not have defined boundaries.
Please complete items 1 – 5 and then use the box below to draw the licensed area.

1. Applicant Name (please print): OREGON TRAIL PRO RODEO ASSN.
2. Event Street Address: HEPPNER-PILOT ROCK HWY 74
3. City/County: HEPPNER / MORROW
4. Date(s) of Event: AUGUST ²⁴ 16-18 2014 AS per Camille Peck
5. Please list and describe what barrier(s) will be used to define the boundaries of the licensed area. For example: "A 6 foot high wooden fence." A 6' HIGH FENCE SURROUNDING ENTIRE AREA.





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

(For BOC Use)
 Item #
 Hd

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500
 Department: Morrow County Public Works - ROAD Requested Agenda Date: 07.17.2019
 Short Title of Agenda Item: **Rock Pit Agreement with Wilkinson Ranches, LLC**
 (No acronyms please)

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

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

N/A **Purchase Pre-Authorizations, Contracts & Agreements**

Contractor/Entity: **Mark and Pam Wunderlich - Wilkinson Ranches, LLC**



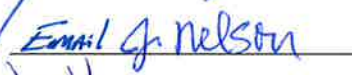

Contractor/Entity Address: **PO Box 787, Heppner, OR 97836**

Effective Dates – From: **07.17.2019** Through: **07, 2024**

Total Contract Amount: **\$200.00 stock pile fee** Budget Line: **202.220.5.20.3815**

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

Reviewed By:

 _____ DATE 7/2/19	Department Head	Required for all BOC meetings
 _____ DATE 7/15/19	Admin. Officer/BOC Office	Required for all BOC meetings
 _____ DATE 6/12/19	County Counsel	*Required for all legal documents
 _____ DATE 7/8/19	Finance Office	*Required for all contracts; other items as appropriate.
_____	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):

Morrow County Road Department has use of a rock pit off of Willow Creek Rd. Outside of Heppner. The County in their budget cycle has plans to crush rock in this pit for surrounding road projects in the area trying to lesson the haul for some projects. Wilkinson Ranches, LLC would like to get the .25 per solid yard of rock extracted. When the area has been extracted and crushed the County will pay the landowner a fee of \$200.00 a year for the stock pile of the rock at the pit.

2. FISCAL IMPACT:

This is providing the County with a good supply of rock. The fee for the stock pile is a minimal cost for a supply that will benefit the County greatly.

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

Motion to accept the Agreement between Morrow County and Wilkinson Ranches, LLC For an aggregate pit site.

Attach additional background documentation as needed.

Sandra Pointer

From: Justin Nelson
Sent: Wednesday, June 12, 2019 7:46 AM
To: Sandra Pointer; Richard Tovey
Subject: Re: Wilkinson Extraction Agreement.doc

The contract can go forward. Then issue is that we may have needed to do the procurement procedures, but the amount we pay will be less than \$10,000, so we are fine.

Justin

From: Sandra Pointer
Sent: Wednesday, June 12, 2019 7:35:13 AM
To: Justin Nelson; Richard Tovey
Subject: FW: Wilkinson Extraction Agreement.doc

Justin and Richard, I am unclear on what we had decided on this agreement, if I can go forward with it or are changes needed to be made.

From: Sandra Pointer
Sent: Monday, June 3, 2019 3:41 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Kate Knop <kknop@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Wilkinson Extraction Agreement.doc

Hello Justin and Richard,

We have a pit/quarry we need to get into and get some material for road projects. Wilkinson current agreement has just stock pile privileges and we are wanting to crush up to 20 to 30K tons. I would like to get a new agreement settled with them and want you to look this over and I will get executed.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

AGREEMENT

This agreement made as of the 26 day of June, 2019 by and between Morrow County, a political subdivision of the State of Oregon Morrow and Wilkinson Ranches, LLC, (Lessor):

WITNESSETH:

That whereas Lessor is the owner of certain real property located in Morrow County, Oregon, to-wit: at or near NW ¼ of Sec.12 on the Section corner common to Sections 1,2,11 and 12, Township 3 South, Range 27 East, E.W.M.; and

Whereas, County desires to use the quarry site located upon said property for the purpose of extracting solid rock to be used for making gravel, said gravel being necessary for the construction, maintenance and repair of County roads; and

Whereas, it will also be necessary for County to obtain the use of additional property for the purpose of storing stockpiled gravel near the quarry site;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Lessor hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.
2. The following definition shall apply:
 “Solid yard” of rock means one cubic yard of rock in the unquarried, and unblasted state.
3. The term of this agreement shall be for a period of five (5) year(s) commencing July 17, 2019 to June, 2024 with optional one-year renewals hereof for stockpile purposes only, up to a maximum of ten (10) years from the date hereof.
4. County shall crush the rock extracted at the site and shall pay to Lessor the sum of \$0.25 (twenty-five cents) per solid yard of rock extracted. Lessors shall notify County, in writing, at the commencement of each crushing season whether payment for that year’s production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

5. In addition to the fees and charges set forth, County shall pay to Lessor the sum of Two Hundred Dollars (\$200.00) per year for use of the property upon which gravel is stockpiled; the first such payment shall be made within twenty-one (21) days of drilling and blasting, with a like payment being made on or before the first day of January for each and every year thereafter during which gravel is stored upon the property.

6. All payments to be made by County to lessor under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to Running W. Ranch.

7. Lessors shall load and haul the rock set aside as the "in kind" payment at a time and in a manner, which does not unreasonably interfere with County operations at said quarry pit site. Lessors will accept delivery of said crushed rock at the quarry location and will load and haul it at their own expense and convenience.

8. Lessor hereby reserves the right to utilize the above-described property for grazing purposes. Lessor covenants and agrees to exercise their right in a manner, which does not unreasonably interfere with County's use of the property as provided above. County agrees to effect timely repair of any damage caused by County operations to any fencing surrounding the property or to the gates or gateposts, which are a part hereof. Repairs made within fifteen (15) days of written notification of any condition-requiring repair shall be considered "timely".

9. Lessor shall make no claim of any kind or nature against County which might arise by reason of damage done to real or personal property as the result of the rock extraction and crushing, stockpiling or transportation operations necessarily contemplated by this agreement, except as may be specifically provided herein; Lessor agrees to this paragraph being fully aware of the potential effects of said activities upon such property as, but not limited to, his livestock, water springs or flow, and hereby releases and holds County harmless from any and all such liability. Also, if for some unforeseen reason any payment should be reasonably late, it will in no way effect the continuation of this agreement as it is written.

10. County shall, at it's own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal; the site shall not be allowed to become cluttered or unsightly. County shall, at it's own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weed on the property as such weeds are defined by County ordinance. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said storage site and restore it in accordance with the standards required by the Oregon Department of Geology.

11. In the event that County is unable to perform it's obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party.

12. In the event suit or action is brought to enforce the terms and provisions of this agreement, or any of them, the prevailing party shall be entitled to an award of it's costs and reasonable

attorneys fees at trial, or upon any appeal there from.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

Morrow County Board of Commissioners, Date _____

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to form:

Morrow County Counsel

Wilkinson Ranches LLC
Lessor by *Don Wunderlich*, member
Date 6/15/19

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Department staff have been working with Cody and Bill Easterday, both principles with Easterday Farms, for several months on various permits and approvals related to redevelopment of the Lost Valley Farm properties. The actions that have been reviewed include a property line adjustment, a land partition in conjunction with two non-farm dwelling requests on property currently owned by Larry and Corrine Lindsay, and various Land Use Compatibility Statements for related state issued permits.

During a recent discussion I did invite both Cody and Bill to attend a Board of Commissioner's meeting to introduce themselves and be available to answer any questions concerning the operations on the subject property.

2. FISCAL IMPACT:

None.

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

None.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
56

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): 5055
Requested Agenda Date: 07-17-2019

Morrow County Grain Growers
Easement Amendment

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 Easement Discussion Continuation

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 07052019 Department Head Required for all BOC meetings
[Signature] 7/15/19 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Department staff have been working with Kevin Grey, MCGG General Manager, and Bill Kuhn, representing attorney, on the proposed easement realignment on property owned by the MCGG in the community of Ione. This discussion is a continuation of one that started in May, working towards an easement modification document to be signed and recorded.

2. FISCAL IMPACT:

None.

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

Concurrence to place the easement modification document on the Consent Agenda.

Attach additional background documentation as needed.

<p><i>After Recording Return To:</i> KUHNS LAW OFFICES P. O. BOX 428 HEPPNER, OR 97836</p> <p><i>Address of Grantor(s):</i> MORROW COUNTY, A Municipal Subdivision of the State of Oregon PO BOX 788 HEPPNER, OR 97836</p> <p><i>Address of Grantee(s):</i> MORROW COUNTY GRAIN GROWERS, INC. An Oregon Cooperative Corporation PO BOX 367 LEXINGTON, OR 97839</p> <p><i>Until a change is requested, all tax statements shall be sent to the following address:</i> MORROW COUNTY GRAIN GROWERS INC. PO BOX 367 LEXINGTON, OR 97839</p>	<p>(Space Reserved for Recorder's Use) <i>Name of Document:</i> Modification of Easement</p> <p><i>Consideration:</i></p>
--	--

MODIFICATION OF EASEMENT

Dated: _____, 2019

Between:

Morrow County
A Municipal Subdivision of the State of Oregon
P.O. Box 788
Heppner, Oregon 97836

“County”

And

Morrow County Grain Growers, Inc.
An Oregon Cooperative Corporation
P.O. Box 367
Lexington, Oregon 97839

“MCGG”

Recitals

By virtue of an Easement Deed and Agreement between Union Pacific Railroad, Grantor, and County, Grantee, dated October 15, 1996, and recorded November 6, 1996, in Morrow County, Oregon Deed Records at M-49401, Union Pacific Railroad granted to Morrow County a non-exclusive, perpetual 100 foot wide easement on property owned by Morrow County Grain Growers, Inc. and along the former Union Pacific Railroad, Heppner Branch Line. The purpose of the easement was to allow the construction, installation, operation, and maintenance of underground pipelines for transmission of irrigation water and natural gas.

Grantee MCGG is willing to reduce the size of the currently existing easement to facilitate the expansion of the MCGG propane plant, a project that will benefit the agricultural business community and the south Morrow County community in general. This real property is encumbered by the County’s easement. The MCGG real property upon which the current easement exists is described in **Exhibit A** attached.

A copy of the Morrow County Easement is attached as **Exhibit B**. The location of the easement as described in the Exhibit B will interfere with the construction of the MCGG Ione propane plant expansion. Both parties desire to preserve the easement but agree to reduce the width of the easement to facilitate the construction of the MCGG Ione propane plant. The reduction in size of the County easement will not interfere with its future intended use.

For the public good and to facilitate the construction of the MCGG lone propane plant expansion and to preserve the right of the County to use the easement for its intended purposes, the parties have agreed to modify the easement as described in this Agreement.

THEREFORE, FOR THE COMMON PUBLIC GOOD OF THE CITIZENS OF MCGG AND COUNTY, THE PARTIES AGREE AS FOLLOWS:

1. **Permanent Easement Location.** The easement location across the MCGG property is modified to reduce its size from 100 feet in width to 25 feet in width. The south boundary of the easement will be the southern boundary of the property described in Exhibit A. The easement will run the entire length, east to west, of the Exhibit A property.
2. **All Other Conditions Unchanged.** Except as modified by the Agreement, the terms and conditions of the County's Easement Deed and Agreement dated October 15, 1996, and recorded at M-49401 Morrow County Deed Records on November 6, 1996, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

MORROW COUNTY, A MUNICIPAL
SUBDIVISION OF THE STATE OF OREGON

By: _____
Melissa Lindsay, Morrow County
Commissioner

By: _____
Don Russell, Morrow County Commissioner

By: _____
Jim Doherty, Chair, Morrow County
Commissioner

State of OREGON)
) ss
County of Morrow)

This record was acknowledged before me on _____, 2019 by JIM DOHERTY, Morrow County, Chair; DON RUSSELL, Morrow County Commissioner and MELISSA LINDSAY, Morrow County Commissioner of Morrow County, a Municipal Subdivision of the State of Oregon.

Notary Public – State of Oregon

Signature and Notary Clause on Following Page

MORROW COUNTY GRAIN GROWERS, INC

By: _____
Kevin Gray, General Manager

State of OREGON)
) ss
County of Morrow)

Personally appeared KEVIN GRAY, who being duly sworn (or affirmed) did say that he is the General Manager of Morrow County Grain Growers, Inc., and that said instrument was signed on behalf of said corporation by authority of its board of directors and acknowledge the instrument to be its voluntary act and deed.

Notary Public – State of Oregon

MCGG/ONE PROJECT/EASEMENT/MORROW COUNTY EASEMENT MODIFICATION (06/18/19)

**EXHIBIT A TO MORROW COUNTY TO MORROW COUNTY
GRAIN GROWERS EASEMENT MODIFICATION**

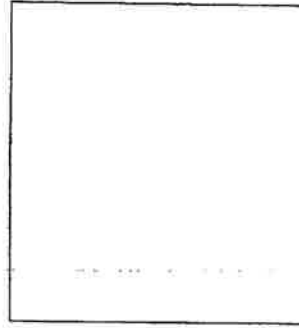
Parcel 1, of MORROW COUNTY REPLAT NO. 2013-05, in the County of Morrow and State of Oregon, EXCEPTING THEREFROM: That portion lying within Oregon State Highway No. 74.
(Tax lot 1S24E 1002)

M-49401

MCTC - A (1463)

After Recording, Mail To:

Morrow County Court
Attn: Louis A. Carlson
Post Office Box 788
Heppner, Oregon 97836



EASEMENT DEED & AGREEMENT

File #: 454-58

THIS EASEMENT DEED & AGREEMENT, made as of the 15th day of October, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor"), and MORROW COUNTY, an Oregon governmental subdivision by and through its County Court ("Grantee").

The Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), the true and actual consideration for this conveyance, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain and sell and convey unto the Grantee and unto its successors and assigns, a non-exclusive, perpetual easement, twenty-five (25.0) feet in width, to be situated between lines parallel to the center line of the Grantor's former Heppner Branch Line (hereinafter referred to as the "Property") in Morrow County, Oregon, as more particularly described in Exhibit "A", hereto attached and hereby made a part hereof, for the construction, installation, operation, maintenance, repair, reconstruction, renewal and use of (i) underground pipe lines of any size for the conveyance of irrigation water, natural and artificial gas and other gaseous or liquid hydrocarbons or any products or by-products thereof, with necessary valves and other such appliances and fittings, and devices for controlling electrolysis in connection with said pipe lines with adequate protection

therefor; and (ii) underground fiber optic, cable TV, and other underground telecommunication wire lines and cables, conduits, splicing boxes, repeaters, repeater housings, surface testing terminals and other electrical conductors, appliances, fixtures and appurtenances of any size (hereinafter, collectively, "Grantee's Facilities"), said easement area to hereinafter be collectively referred to as the "Non-Exclusive Easement Area".

Included in this grant of easement shall be the right of ingress and egress to, from and over the Property by Grantee, its employees, contractors, servants and agents; by such practicable route and routes as shall occasion the least damage and inconvenience to Grantor, for the purpose of exercising the rights granted hereby. The Grantee shall not use or permit use of the surface of the Non-Exclusive Easement Area, however, for any purpose other than those described herein, and no third party shall be admitted by the Grantee to use, occupy or traverse any part of the Property or Non-Exclusive Easement Area without Grantor's written consent.

Further included in this grant of easement shall be the right of Grantee, Grantee's employees, contractors, servants and agents, from time to time: (a) to trim and to cut down and clear away any trees or brush on the Property which now or hereafter, in the sole opinion of Grantee, may be a hazard to the Grantee's Facilities by reason of the danger of falling within the boundaries of the Non-Exclusive Easement Area, PROVIDED, however, that all trees which Grantee removes shall be removed from Grantor's premises by Grantee and all branches, brush, and refuse wood shall be removed or chipped and scattered by Grantee, at Grantee's sole expense; (b) to mark the Non-Exclusive Easement Area by suitable markers, but said markers, when set in the ground, shall be placed in or near fences or other locations which will not interfere with Grantor's use of the surface of the Non-Exclusive Easement Area; and (c) to use such portions of the Property adjacent to and along the Non-Exclusive Easement Area as may be reasonably necessary in connection with the installation, repair and replacement of Grantee's Facilities.

The Non-Exclusive Easement Area shall be twenty-five (25.0) feet in width, with a center line that is to be fixed and established as the actual location of the first installation of Facilities (said center

line to be hereinafter referred to as the "Facilities Center Line") on the Property by the Grantor or the Grantee, and any subsequent Facilities installation by Grantor or Grantee or otherwise shall be between lines parallel to and situate twelve and one-half (12.50) feet of either side of the Facilities Center Line, when measured at right angles therefrom (or tangent thereof if a curve). Upon completion of the first installation of Facilities by Grantor or Grantee, Grantor or Grantee, as the case may be, shall record a "Notice of Location" in Morrow County records setting forth a legal description of the location of the aforesaid initially installed Facilities, and the corresponding outer boundaries of the twenty-five (25.0) foot wide Non-Exclusive Easement Area.

Any and all of the Facilities to be installed within the Non-Exclusive Easement Area by the Grantor or the Grantee are to be located at a minimum depth of thirty-six (36.0) inches below the surface of the ground directly above such Facilities, as such surface elevations exist at the time of construction or installation of Facilities. In addition, all such construction or installation of Facilities shall (i) be in strict conformity with specifications prescribed by the U.S. Department of Commerce, Bureau of Standards (or any successor regulatory agency charged with such standards), subject to the requirements of any overriding or conflicting federal, state or municipal law or regulations; (ii) be at the entire cost and expense of the Grantor or Grantee, as the case may be; (iii) require the burial of a six (6.0) inch wide warning tape at a depth of twelve (12.0) inches above the applicable Facilities; and (iv) include all reasonable steps to restore the Property, as nearly as possible, to its pre-construction condition within sixty (60) days following completion of such construction.

In connection with the installation of Grantee's Facilities, Grantee agrees to pay the Grantor, its successors, assigns or lessees, for damage to personal property, fences, livestock, growing crops and Grantor's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, and in connection with the installation of Grantor's Facilities, Grantor agrees to pay Grantee, its successor and assigns, for damage to Grantee's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, PROVIDED, that all claims for damages are submitted within sixty (60) days of such occurrence, otherwise, it is agreed that any claims for damages shall have been waived. Furthermore, Grantee shall not permit:

(a) any mechanics or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the insistence or request or on behalf of Grantee, excepting only those liens that may result from work required to cure negligent acts of Grantor; (b) any taxes, charges and assessments to be levied upon Grantor or the Property with respect to, or on account of, the Non-Exclusive Easement Area; or (c) encumbrances of the Non-Exclusive Easement Area or the Facilities, save and except blanket encumbrances of Grantee's easement interest hereunder given to secure the indebtedness evidenced by bonds or other debt instruments issued by Grantee.

Grantee agrees to indemnify and hold harmless the Grantor from any "Loss" which is due to, or arises from: (i) the prosecution of any work contemplated hereunder, including the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of Grantee's Facilities or any portion thereof; or (ii) the presence, operation or use of Grantee's Facilities or products conducted through or escaping therefrom; EXCEPT to the extent that a "Loss" is caused by the negligence of the Grantor. For the purposes of this paragraph, "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever; and (b) damage to, or loss, or destruction of property whatsoever.

Nothing herein prohibits Grantor, its heirs, successors, assigns or lessees, from using and enjoying the surface of the Property and the Non-Exclusive Easement Area for any purpose not inconsistent or interfering with the rights granted hereby, including the cultivation of crops, grazing of livestock and the installation of fencing, PROVIDED, such fencing contains gates for access to the Non-Exclusive Easement Area by Grantee. Where Grantor grants Grantee, Grantee's employees, contractors, servants and agents access to the Property and Non-Exclusive Easement Area over Grantor's private driveways and roadways, however, such fencing shall not be required to contain gates. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the Non-Exclusive Easement Area, or diminish or substantially add to the ground cover within the Non-Exclusive Easement Area, without having first

obtained Grantee's written permission.

This grant of easement is for anticipated Facilities. It is expressly made a condition hereof, therefore, that mere non-use of this easement or the Non-Exclusive Easement Area for any or all of the purposes described herein-above, for any period of time, shall not be deemed an abandonment of the Non-Exclusive Easement Area or any portions thereof unused, and abandonment of this easement shall occur only upon execution and recordation by Grantee of an effective notice of such abandonment in Morrow County, Oregon records. Abandonment of this easement or the Non-Exclusive Easement Area, however, shall not affect any rights, obligations or liabilities of Grantee, accrued or otherwise, which may have arisen prior to such abandonment.

This deed is made **SUBJECT** to licenses for the continued maintenance, operation, repair, renewal and reconstruction of the wires, pipes, cables and roadways which are the subject of certain license agreements between the Grantor, or its predecessor in interest, and the licensees outlined in Exhibit "B" (hereto attached and hereby made a part hereof), or their successor(s) in interest; and (ii) all other outstanding right and conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property or Non-Exclusive Easement Area, whether recorded or unrecorded, including, but not by way of limitation, public roadways. Grantee acknowledges that Grantor shall have the right to grant perpetual easements to any of the said licensees for the same purposes as the license agreements.

The waiver by Grantor or Grantee of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Grantee or Grantor shall in no way impair the right of the Grantor or Grantee to avail itself of any subsequent breach thereof.

The easement herein granted is limited to such rights as the Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of the Grantee or because of failure of, or defect in, Grantor's title.


This easement shall be binding upon and inure to the benefit of both Grantor and Grantee, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY


Assistant Secretary


By: 
R.D. Uhrich
Assistant Vice President -
Contracts & Real Estate

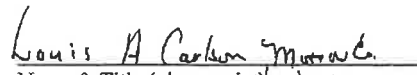
(Seal)

IN WITNESS WHEREOF, the Grantee has caused this deed to be duly executed as of the date first herein written.

MORROW COUNTY

Attest

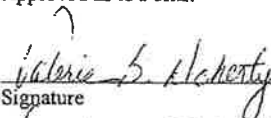
By: 
Signature


Name & Title (please print) Justice

By: 
Signature

Ray French - Morrow Co
Name & Title (please print) Commissioner

Approved as to Form:

By: 
Signature

VALERIE B. Doherty
Morrow County Counsel
Name & Title (please print)

(Seal)

ACKNOWLEDGMENT - CORPORATION

STATE OF _____ }
COUNTY OF _____ }

BE IT REMEMBERED, That on this _____ day of _____, 19 ____, the undersigned, a Notary Public
in and for the State of _____, this instrument was acknowledged before me by

_____ AS _____
OF _____

NOTARY PUBLIC FOR _____ My commission expires _____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }

BE IT REMEMBERED, That on this _____ day of _____, 19 ____, before me, the undersigned, a
Notary Public in and for the State of _____, personally appeared the within named _____

_____ known to me to be the identical individual described in and who executed the within instrument
and acknowledged to me that _____ executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above
written.

Notary Public for _____

My commission expires _____

**EXHIBIT "A" TO THE
EASEMENT DEED & AGREEMENT**

All right, title and interest in and to those certain agreements entitled "Easement Deed and Agreement" between the Union Pacific Railroad Company (named therein as Grantee) and the parties set out herein below (named therein as Grantor) affecting certain real estate in Morrow County, Oregon described therein, said "Easement Deed & Agreement" documents having been filed for record in the said Morrow County as indicated herein below:

UPRR Folder #	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Recorder's Index #
454-04	Morrow County	09/06/95	10/04/95	46182	154122
454-08	Morrow County Grain Growers	09/11/95	10/05/95	46193	154134
454-01	Kathryn Hoskins	09/11/95	09/27/95	46127	154067
454-03	Willow Creek Country Club	09/11/95	09/27/95	46125	154065
454-02	John W. & Louise E. Wood	09/11/95	09/26/95	46110	154050
454-27	Kinzua Resources, LLC	09/05/95	10/12/95	46251	154192
454-34	Anna J. Graham Trust	09/21/95	10/03/95	46177	154117
454-32	Terry E. & Karen J. Thompson	09/11/95	09/22/95	46073	154013
454-35	Barnard & Jean Marie Damon	09/11/95	10/03/95	46175	154115
454-28	Donna M. Osmin	09/11/95	09/22/95	46069	154009
454-25	Oliver J. & Monique Devin	09/11/95	09/26/95	46113	154053
454-29	James E. Starr	10/13/95	10/25/95	46335	154276
454-07	Morrow County Grain Growers	10/09/95	10/19/95	46288	154229
454-50	Vilas D. & Deborah G. Ropp	12/18/95	01/16/96	47105	155650
454-40	Robert W. & Sharon L. Harrison	09/25/95	03/14/96	47519	154634
454-51	Jerald E. Rea, et al	11/20/95	03/11/96	47498	NONE
454-46	Charles C. & Delpha K. Jones	10/09/95	10/23/95	46311	154252
454-11	Marion L. & Mary Ann Palmer	09/05/95	09/22/95	46065	154005
454-05	Jordan Elevator Company	09/05/95	09/22/95	46075	154015
454-09	Emert Ranches, Inc.	09/11/95	10/11/95	46231	154172
454-22	James R. & B.J. Colvin-King	09/05/95	09/22/95	46071	154011
454-06	City of Ione	09/21/95	09/29/95	46158	154098
454-38	Morrow County Grain Growers	09/07/95	10/05/95	46197	154138
454-10	Ronald T. & Terri J. Palmateer	09/21/95	10/23/95	46313	154254
454-45	Lorraine M. Ladd	10/09/95	10/30/95	46372	154313
454-38	Morrow County Grain Growers	09/11/95	10/05/95	46195	154136
454-24	Richard D. & Margo E. Sherer	09/05/95	09/22/95	46067	154007
454-37	Gerald A. & Judith A. Ripka	09/25/95	03/11/96	47500	NONE

_____ - Modification of Easement

EXHIBIT "A" TO THE
EASEMENT DEED & AGREEMENT
(Page 2 of 2)

UPRR Folder #	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Recorder's Index #
454-41	Jackson L. & Wendy L. Archer	09/21/95	09/29/95	46156	154096
454-54	James P. Sullivan	12/01/95	01/30/96	47209	155155
454-36	MacWheat, Inc.	10/28/95	11/17/95	46579	154522
454-47	Triple H Farms	10/09/95	10/24/95	46326	154267
454-21	Crowell & Crowell	09/11/95	09/27/95	46123	154063
454-44	Krebs Ranches	10/09/95	02/13/96	47302	155248
454-43	Willow Creek Ranch, LLC	09/21/95	09/29/95	46160	154100
454-00	James A. Ginella Trust	09/07/95	10/17/95	46276	154217
454-23	Michael A. & Sherry P. Eaton	09/11/95	09/26/95	46108	154048

_____ - Modification of Easement

Exhibit B
Page 11 of 17

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
77716	9.60	6	2N	23E	Hynd Brothers Company	u.g. comm. cable
102304 (2)	9.60	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
75161	10.10	6	2N	23E	The Jamison Ranch	u.g. comm. cable
102304 (3)	10.11	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68082	10.25	6	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
102794	10.26	6	2N	23E	Edward V. Patton	water line
76573	10.30	6	2N	23E	Ed McIntyre	u.g. comm. cable
102304 (4)	10.33	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (1)	10.35	6	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (5)	10.90	8	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (2)	10.91	8	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
100747 (1)	11.50	8	2N	23E	David Cheney	irrig. ditch, water line
100747 (2)	12.00	8	2N	23E	David Cheney	irrig. ditch, water line
87256 (3)	12.07	17	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
106126	12.54	17	2N	23E	David Cheney	water line
68081	12.83	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
89678	13.30-95	20	2N	23E	Krebs Brothers	irrigation ditch/ culvert
128788	13.39	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
87256 (4)	14.50	29	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
103197	15.20	33	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
104675	17.10	9	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68083	17.25	9	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
128691 (1)	18.52	17	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
120572	19.78	22	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68086	21.79	27	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
102102	21.85	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
87256 (5)	22.16	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (1)	23.50	35	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87652	24.15	2	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (2)	24.20	2	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94435	24.66-85	1	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
101859	25.07	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
101767	25.25	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68822	25.30-40	1	1S	23E	Phill G. Emert	irrigation ditch + encr.
90862	25.92	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (6)	25.98	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94436	26.23-55	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.
103569 (1)	26.24	7	1S	24E	Elmer & Lorraine Ladd	private road
103568	26.26	7	1S	24E	Elmer & Lorraine Ladd	u.g. comm. cable
102304 (7)	26.29	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
79625	26.35	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
88050	26.48	7	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
103569 (2)	27.08	8	1S	24E	Elmer & Lorraine Ladd	private road
70760	27.16	8	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
163378	27.50	8	1S	24E	Pacific Gas Transmission Co.	gas pipe line
103567 (1)	27.72	9	1S	24E	Elmer & Lorraine Ladd	water line
84903	27.80	9	1S	24E	Pacific Gas Transmission Co.	gas pipe line
15261 (1)	27.82	9	1S	24E	M. R. Morgan	water line
15261 (2)	27.83	9	1S	24E	M. R. Morgan	water line
15261 (3)	27.83	9	1S	24E	M. R. Morgan	water line
102304 (8)	27.84	9	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
136299	27.86	9	1S	24E	Morrow County Grain Growers	water line
103567 (2)	27.90	9	1S	24E	Elmer & Lorraine Ladd	water line
102304 (9)	27.96	4	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
80499	28.20	4	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
74923	28.40	4	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
114988	28.52	4	1S	24E	City of Ione	water line
118519 (1)	28.75	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
71933	28.80	3	1S	24E	City of Ione	water line
49303	28.90	3	1S	24E	Emma Holub	water line
92600	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68742	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable

Heppler Branch Abandonment
Morrow County, Oregon
Schedule of License Agreements

Exhibit "B"
Page 3

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
120695	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
49649	29.45	3/10	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
5596	29.65	10	1S	24E	B.F. Akers	private road
118519 (2)	29.66	10	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
1844	29.85	11	1S	24E	W. R. Cochran	private road
135789 (1)	29.90-31.15	11/12	1S	24E	State of Oregon	public road
26577	30.36	11	1S	24E	Pacific Power & Light Co.	o.h. wire line
3321	30.40	11	1S	24E	Alex Lindsey	private road
96089	30.79	11	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
99462	30.80	12	1S	24E	Jordan Elevator Co.	private road
104066	30.85	12	1S	24E	US West Communications	u.g. comm. cable + encr.
128691 (2)	30.97	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
78589	31.15	12	1S	24E	Jordan Elevator Co.	dike
68087	31.20	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
118518	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
74069	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
59697	31.20	12	1S	24E	Lawrence & Maryan Mc Elligott	irrigation ditch
57576	31.36	12	1S	24E	C.B. Rea	irrigation ditch
118454	31.45	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3908	32.20	18	1S	25E	A.G. Davis	private road
70457	32.4-33.4	18/19	1S	25E	Columbia Basin Electric Coop.	o.h. wire line + encr.
14415	32.63	18	1S	25E	R.B. Wilcox	private road
118709 (1)	32.81	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
118709 (2)	33.28	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
105162	33.33	19	1S	25E	Charles & Delpha Jones	water line
14441	33.46	19	1S	25E	Elbert McMillan	private road
135789 (2)	33.90-35.30	20/21/28	1S	25E	State of Oregon	public road
15631	34.00	20	1S	25E	Mary Phillips	water line
118709 (3)	34.03	20	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4125	34.15	20	1S	25E	L.A. Palmer	private road
58504	34.70	21	1S	25E	Columbia Basin Electric Coop.	o.h. wire line

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
69774	34.76	21	1S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
68357	35.32	28	1S	25E	Columbia Basin Electric Coop.	o.h. wire line
118453	36.22	27	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm cable
12570	36.30	27	1S	25E	Gerald White	gate
14405	36.35	27	1S	25E	Jos. Burgoyne & Fred Kuns	private road
70123	36.40	27	1S	25E	Columbia Basin Electric Coop.	o.h. comm. cable
124329	36.50	27/34	1S	25E	City of Lexington	water line
120693	37.9-39.3	35/36, 1	1S, 2S	25E	State of Oregon	public road
12891 (1)	38.40	35/36	1S	25E	Heppner Light & Water Co.	u.g. wire line
12891 (2)	38.70	1	2S	25E	Heppner Light & Water Co.	u.g. wire line
99811	38.70	1	2S	25E	Columbia Basin Electric Coop.	o.h. wire line
99998 (1)	38.75	1	2S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
14783	39.00	1	2S	25E	W.V. Pedro	private road
69483	39.73	1	2S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
96186	40.27	7	2S	26E	Donald K. Evans	water line
56318	40.45	7	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (2)	40.48	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
93631	40.53	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
69481	40.57	7	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
71276	41.30	8	2S	26E	Ralph Beamer	culvert & ditch x-ing
102992	41.37	8	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (3)	41.66	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
98488	41.88	17	2S	26E	J. Mollahan	water line
94491	42.64	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
163746 (1)	42.68	21	2S	26E	State of Oregon	public road
163746 (2)	42.70	21	2S	26E	State of Oregon	public road
77083	42.85	21	2S	26E	Pacific Power & Light	o.h. wire line
83062	43.11	21	2S	26E	Pacific Power & Light	o.h. wire line
106291	43.37	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
134327 (1)	43.40	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
78995 (1)	43.40	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
62579	43.45	21	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
78995 (2)	43.45	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (2)	43.45	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
87769	43.45	21	2S	26E	Kinzua Corp.	private road
85987 (1)	43.45	21	2S	26E	Kinzua Corp.	u.g. fire line
134327 (3)	43.50	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
68679	43.50	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
85987 (2)	43.55	21	2S	26E	Kinzua Corp.	u.g. fire line
50927	43.55	21	2S	26E	Kinzua Corp.	private road
78995 (3)	43.60	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (4)	43.62	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
117249	43.70	21	2S	26E	Kinzua Corp.	water line + encr.
134327 (5)	43.71	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (6)	43.90	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (7)	43.95	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
92264	44.00	21	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (4)	44.04-30	21/28/27	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
91233	44.20	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (5)	44.20	28	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (4)	44.23	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
145975	44.37	27	2S	26E	U.S. West Communications	u.g. comm. cable
163746 (3)	44.60-80	27	2S	26E	State of Oregon	public road
68744	44.70	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (5)	44.80	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
168284	45.20	27	2S	26E	Morrow County School District	right of entry

----- END OF MORROW COUNTY, OREGON -----

STATE OF OREGON

County of Morrow

} SS

I certify that this instrument was received and recorded in the book of records of said county.

BARBARA BLOODSWORTH,
Morrow County Clerk

by: *Shirley McCarl* Deputy.

DOC#: 49401
RCPT: 2340
11/06/96 1:22 PM

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

(For BOC Use)
 Item #
 50

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
 Department: Public Health Requested Agenda Date: 07/17/19
 Short Title of Agenda Item: **School Based Health Center Agreement Between Morrow County Public Health Department and Community Counseling Solutions**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Community Counseling Solutions**
 Contractor/Entity Address: **550 W Sperry St., P.O. Box 469, Heppner, Or 97836**
 Effective Dates – From: **07/01/19** Through: **06/30/21**
 Total Contract Amount: **\$68,451 per Biennium** Budget Line: **101-114-5-20-3471**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith	07/10/19	Department Head	Required for all BOC meetings
	7/15/19	Admin. Officer/BOC Office	Required for all BOC meetings
email	7-12-19	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 Health Dept currently receives funding to support the School Based Health Center (SBHC) aka lone Community Health Clinic funding which is received through two different program elements: PE #44-01 SBHC; and PE #44-02 SBHC Mental Health Expansion.

The original grant (PE #44-01 SBHC) was awarded in FY 2014 as an implementation grant in the creation of the lone SBHC through a partnership of the Morrow County Health Dept., Morrow County Health District, lone School District, CCS and Advantage Dental. The funding is allocated to Morrow County Health Dept (serving as the fiscal agent) and funds are then passed on to the Morrow County Health District serving as the Medical Sponsor. A SBHC Partner Agreement created in 2015 with Exhibit A lists the responsibilities of each of the partnering agencies (attached for your information) and included provisions for the passing of funds to the Health District serving as the Medical sponsor.

In FY 2015, Morrow County was awarded funding for PE #44-02 SBHC (School Based Health Center) Mental Health Expansion. Since this funding is also received from OHA, funding is directed to the Health Dept. and then passed through to CCS for services rendered. Currently CCS submits invoices on a quarterly basis to the Health Dept for reimbursement of service delivery costs. The OHA State Fiscal representative requests there be a more formal process in place; a written agreement with concessions for accountability of services rendered and associated costs.

2. FISCAL IMPACT:

OHA funding received will be utilized to reimburse CCS for cost accrued in the delivery of mental health services through the SBHC based on Invoices submitted quarterly.

Admin cost retained by the Health Dept.; no other fiscal impact or change in the level of staff FTE.

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

Following review per county counsel, the BOC to review, approve and sign the SBHC Agreement between the Health Dept and CCS to support payment of Invoices submitted for reimbursement of costs for delivery of Mental Health services.

Attach additional background documentation as needed.

**School Based Health Center Agreement
Between Morrow County Health Department
and
Community Counseling Solutions**

This agreement is between Morrow County Health Department (MCHD) and Community Counseling Solutions (CCS). This agreement is for the duration of fiscal years 2019 – 2021, effective July 1, 2019 ending on June 30, 2021.

WHEREAS:

- MCHD has applied for, with final approval pending, a Mental Health Expansion Grant from Oregon Health Authority (OHA) for Fiscal Years 2019 – 2021 in the amount of \$68,451 for the Biennium.
- Community Counseling Solutions has partnered with MCHD to provide Mental Health services at the School Based Health Center (SBHC), a.k.a. Ione Community Health Clinic.
- MCHD has agreed to be the fiscal agent holding these grant funds and facilitating their portion of the reports for CCS, which will implement the grant;

THEREFORE PENDING RECEIPT OF MENTAL HEALTH EXPANSION GRANT FUNDING:

1. CCS agrees to provide a minimum of sixteen (16) hours per week in Ione. Services will include the following activities: Mental health treatments for children, teens, families and adults; substance abuse and addiction counseling, focused mental health/depression services and early childhood mental health screening in the local day care facilities, preschool and Ione Community Charter School.
2. CCS will submit invoices to MCHD for reimbursement to CCS for those categories described in the budget.
3. Upon receipt of invoices, MCHD will reimburse CCS for those expenses by check, up to the amount of the approved budget. Invoices are to be submitted on a quarterly basis for services provided within the corresponding quarter of the grant period. All Invoices must be received prior to the close of the fiscal year budget (invoices received after the close of the fiscal year budget cannot be paid).
4. CCS will keep appropriate detail to back-up those expenses at its home office in Heppner. These shall be available for an audit requested of the grant expenditures.
5. CCS will send in completed and accurate documentation for all required reporting on an ongoing basis including patient specific data to the OHA.
6. CCS and MCHD as Grantees will each prepare and submit their own reports as required by OHA.

7. MCHD will withhold a 10% administrative fee from the actual grant funds received to partially cover its expenses.

BUDGET: MCHD will be the fiscal agent and funds will be disbursed to CCS via subcontract and by invoice.

ENTERED INTO BY:

Signature: _____ **Date:** _____
Chair, Morrow County Board of Commissioners
Morrow County Local Public Health Authority

Signature: _____ **Date:** _____
Kimberly L. Lindsay, CEO, Community Counseling Solutions

SCHOOL-BASED HEALTH CENTER SERVICES AGREEMENT

This Agreement is made and entered into, by and between Morrow County Health District, hereinafter referred to as "MCHD", Morrow County Health Department, hereinafter referred to as "COUNTY", Ione Community School, hereinafter referred to as "SCHOOL", Community Counseling Solutions, hereinafter referred to as "CCS" and Advantage Dental Clinics, LLC and Advantage Dental Services, LLC, hereinafter referred to as "DENTAL". Collectively, these organizations shall be referred to as "PARTNERS".

Definition specific to School-Based Health Center ("SBHC"): School-Based Health Centers are medical clinics that offer primary care services either within or on the grounds of a school. With easy access to health care in a school setting, SBHC's reduce the barriers such as cost, transportation and concerns about confidentiality that have kept children and youth from seeking the health services they need. SBHC's provide a full range of physical, mental and preventive health services to all students, regardless of their ability to pay.

The parties agree as follows:

1. **Term.** The effective date is 5/31/2015, or upon final signature, whichever is later. The expiration date is: 6/30/2020; unless otherwise amended.
2. **List of Exhibits.** The following exhibits are attached hereto and by this reference incorporated into the terms of this Agreement:
 - a. Exhibit 1: The responsibilities of each Partner, including compensation, if any.
3. **Adherence to Law.** Each Partner agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement. Each Partner shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
4. **Business Associate Agreement.** Each Partner represents and warrants that it is a covered entity as defined under HIPAA and for the purpose of Protected Health Information (PHI) security, confidentiality and exchange for treatment, payment or healthcare services reasons. If a Partner is not a covered entity as defined under HIPAA, that Partner shall agree to execute a Business Associate Agreement with each Partner that is a covered entity prior to any exchange of PHI.
5. **Independent Contractors.** Each Partner is an independent contractor with regard to each other and agrees that the performing Partner has no control over the work and the manner in which it is performed. No Partner is an agent or employee of any other. No Partner or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
6. **Termination.** This Agreement may be terminated, with or without cause and at any time, by a party by providing 90 days written notice of intent to the other parties.

7. **Modifications.** Modifications to this Agreement are valid only if made in writing and signed by all Partners.
8. **Assignment.** None of the Partners may assign this Agreement, in whole or in part, without the prior written consent of all other Partners.
9. **Governing Law and Venue.** Any dispute under this agreement shall be governed by Oregon law with venue being located in Morrow County, Oregon, where the work is located.
10. **Severability.** If any part of this agreement shall be held unenforceable, the rest of this agreement will remain in full force and effect.
11. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
12. **Force Majeure.** During the term of this agreement there may be unforeseen circumstances such as inclement weather, or other *force majeure* events that may arise and may affect a party's ability to perform under the terms of this Agreement. In the event of such unforeseen circumstances, the party unable to perform will contact the other parties immediately and work on an alternative arrangement agreeable to all parties.
13. **Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitee's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
14. **Notice.** Any notice given in connection with this agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in the signature line of this agreement. Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
15. **Insurance Requirements.** Each party must maintain insurance levels or self-insurance for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
16. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
17. **Entire Agreement.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the Partners and executed by the duly authorized signatures below.

MORROW COUNTY HEALTH DISTRICT:

[Signature]
Signature

6/17/15
Date

Daniel Grigg
Printed Name

CEO
Title

Address: P.O. Box 9 Heppner, OR 97836

MORROW COUNTY HEALTH DEPARTMENT:

[Signature]
Signature

6/24/2015
Date

Judge Terry K Tallman
Printed Name

Morrow County Judge
Title

Address: PO Box 1788 Heppner, OR 97836

[Signature]
Morrow County Clerk



IONE COMMUNITY SCHOOL:

[Signature]
Signature

6/17/15
Date

Sarah Crane
Printed Name

Principal
Title

Address: PO Box 167, Ione OR 97843

COMMUNITY COUNSELING SOLUTIONS:

[Signature]
Signature


6-17-15
Date

Kimberly Lindsay
Printed Name

Executive Director
Title

Address: P.O. Box 469 Heppner OR 97836

ADVANTAGE DENTAL CLINICS, LLC:


Signature

Thomas S. Tucker, DMD
Printed Name

6/22/15
Date

CEO
Title

Address: 442 SW Umatilla Avenue, Redmond, Oregon 97756

ADVANTAGE DENTAL SERVICES, LLC:


Signature

Thomas S. Tucker, DMD
Printed Name

6/22/15
Date

CEO
Title

Address: 442 SW Umatilla Avenue, Redmond, Oregon 97756

Exhibit 1

Exhibit 1 serves to clarify the roles and responsibilities related to the relationship between the parties in this agreement: Morrow County Health District (MCHD), Morrow County Health Department (COUNTY), Ione Community School (SCHOOL), Community Counseling Solutions (CCS), and Advantage Dental Clinics and Advantage Dental Services, LLC (DENTAL) in the operation of the school-based health center (SBHC) located at Ione Community School, Ione, Oregon.

Responsibilities:

To ensure the ongoing success and long-term sustainability of this SBHC, all parties in this agreement consent to actively participate in this collaboration which may include but is not limited to: meeting attendance; provision of data when requested; collaboration in meeting the Oregon School-Based Health Centers current Standards for Certification; and the promotion of the SBHC in Morrow County.

A. Morrow County Health District (MCHD) will:

1. As the Medical Sponsor, collaborate with School on the design and construction of the clinic space and enter into a lease agreement for ongoing use of the space for the purpose of operating a school-based health center.
2. Provide all materials, supplies, equipment and other items necessary to the provision of physical care services and provide the use of one (1) furnished consult room/exam room for provision of care by Partner organizations at times mutually agreeable to the parties.
3. Provide the use of the Ione Community Clinic office equipment, such as photocopier, fax machine and/or phone for reasonable office use.
4. Provide a clinic site coordinator and oversight to the SBHC For a minimum of 15 hours per week in accordance with SBHC protocols and certification requirements. The clinic site coordinator will be responsible for all communications with Partners and their employees and for creating mutually agreed upon schedules for all Partners to provide services.
5. In collaboration with Ione Community School, establish a Policy and Procedure Manual that operationalizes the responsibilities outlined in this Agreement.
6. Be responsible for obtaining and maintaining all required licenses, waivers and certifications for the SBHC.
7. Be responsible for the hiring and supervision of the medical providers and office staff of the SBHC.
8. Be responsible for credentialing medical providers including confirmation of malpractice insurance and provide documentation of all required licensure and professional insurance.
9. Establish and maintain a medical record for students and other patients who receive services at the SBHC and provide a secure space for the storage of dental, mental health and public health records in compliance with state and federal regulations.
10. Provide and oversee medical services in a timely manner including screenings, well child exams, immunizations, sports and job physicals, acute care, chronic disease management and referrals regardless of insurance coverage.
11. Provide services to children and community residents. The children of Ione Community School will be given priority for scheduling appointments. Clients living in the city and surrounding communities will be seen if there is time available.
12. Provide 24 hour access to medical services to serve the needs of the Ione Community School children. This will include medical personnel onsite five (5) hours per day two days per week, except for holidays, closures due to weather, or other infrequent events. Access to care outside of the onsite hours will be provided via telephone and referral to affiliated providers.

13. Participate in the SBHC Advisory Council, which includes representation from a wide variety of stakeholders including but not limited to the medical sponsor, school personnel, mental health sponsor, dental sponsor, county health department, parents, students, the business community and others to provide input to and support for the SBHC.
14. Establish a SBHC quality improvement plan that includes performance measures and patient satisfaction.
15. Manage medical claim and encounter submissions, including submission of bills to health insurance companies in a timely manner.
16. Deliver all services described in this Agreement in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated there under, and other governing state and/or federal laws and regulations.
17. Protect the privacy and confidentiality of patient health information in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.
18. Share client information with Ione Community School as necessary for the provision of services, administration of the SBHC, and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations.
19. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.
20. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.

B. Ione School District will:

1. Own, maintain and make available the clinic and facility space to Morrow County Health District.
2. Lease the clinic and facility space to Morrow County Health District at a rate of \$600/mos.
3. Obtain consent and enrollment information from parents or legal guardians so that students can access the Ione Community Clinic.
4. Provide appropriate referrals and facilitate appointment logistics of students to the Ione Community Clinic.
5. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic. Establish, with Morrow County Health District, an SBHC Advisory Council.
6. Provide maintenance services for the Ione Community Clinic as needed. Provide monthly invoices to Morrow County Health District for the cost of leasing the facility.
7. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Parts 160 and 164, Related Excerpts from the Preamble and Final Regulation Text Amended as of August 14, 2002: 160.102 Applicability and 164.504. Comply with the Family Education Rights and Privacy Act, (FERPA), *as amended*, 20 U.S.C. 1232g, Distinguishing Education Records from Health Records, and Access to and Use of School-Based Student Health Information, U.S. Department of Health and Human Services, "Standards for Privacy of Individually Identifiable Health Information, Federal Register 65, no. 250 (December 28, 2000): 82483, 82496, 82595.
8. Share client information with Morrow County Health District as necessary for the provision of services, administration of the SBHC and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations.
9. Notify Morrow County Health District of any unauthorized possession, use, knowledge, or attempt thereof, of any protected health information data files or other confidential information; promptly furnish to Morrow County Health District full details of the unauthorized release of such confidential information; and assist with the investigation or prevention of the further release of such information.
10. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.

C. Advantage Dental will:

1. Based on the availability of the appropriate dental hygiene professionals, Advantage Dental agrees to provide at least 5 hours per week dental hygiene clinic services at the Ione Community Clinic during the term of this Agreement. The time and dates at which the dental hygiene clinics are performed shall be mutually agreed upon between Advantage Dental's Regional Managers/Community Liaison and Ione Community Clinic's site coordinator.
2. Confirm that all dental professionals performing services under this Agreement are appropriately licensed.
3. Either maintain or require the dental professionals to maintain adequate professional liability insurance for the dental professionals as outlined in the agreement and provide proof of insurance when requested.
4. Provide limited dental hygiene services pursuant to this agreement independent of Ione Community Clinic. It is understood Advantage Dental, its employees and volunteers are not employees of Ione Community Clinic. Advantage Dental shall provide proof, upon request, of Workers' Compensation insurance to cover Advantage Dental's dental professionals. Advantage Dental will provide Expanded Practice Permit dental hygienist(s) to deliver the dental hygiene services to Ione Community Clinic clients pursuant to this Agreement. Dental hygiene services may include the following: oral health screenings, fluoride varnish treatments, sealants, oral hygiene instructions, and/or anticipatory dental hygiene guidance.
5. Advantage Dental, at their expense, will provide dental hygiene and oral disease prevention supplies to include but shall not be limited to: fluoride varnish, gloves, and disinfectant wipes. Advantage Dental may also provide, subject to availability; toothbrushes, toothpaste, and floss.
6. Advantage Dental, at their expense, will provide educational and anticipatory dental hygiene guidance pamphlets/brochures in both English and Spanish.
7. Obtain Ione Community Clinic client signatures for consent-to-treat, when necessary, and any other documentation required in order to perform dental hygiene services prior to dental hygiene services being performed. Advantage Dental shall create, maintain, and retain all clinical records of the dental hygiene services performed on for each of the Ione Community Clinic clients it treats under this Agreement. Such information will only be shared with the Partners in compliance with appropriate rule and regulation, including but not limited to HIPAA.
8. Comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules. Comply with all applicable regulations regarding the security and confidentiality of patient health care information under HIPAA.
9. Assist Ione Community Clinic clients in obtaining dental follow-up services by referring them to a dentist, assisting them in making an appointment, and if requested, giving them directions to the closest dental clinic.
10. Advantage Dental will not seek compensation for services provided under this Agreement from either Ione Community Clinic clients, provided, however Advantage Dental shall be permitted to report the performed dental hygiene services, (i.e. encounter data) to the Oregon Health Plan for those Ione Community Clinic clients who are Oregon Health Plan recipients assigned to Advantage Dental Services, LLC.
11. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.

D. Community Counseling Solutions will:

1. Based on the availability of the appropriate mental health professional, Community Counseling Solutions agrees to provide at least 5 hours per week mental health services at the Ione Community Clinic during the term of this Agreement. The time and dates at which the mental health services are performed shall be mutually agreed upon between Community Counseling Solutions and Ione Community Clinic's site coordinator.
2. Confirm that all mental health professionals are appropriately trained.
3. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.
4. Provide mental health services independent of Ione Community Clinic. It is understood Community Counseling Solutions, its employees and volunteers are not employees of Ione Community Clinic. Community Counseling Solutions shall provide proof of Workers' Compensation insurance to cover mental health professionals.
5. Comply with all applicable regulations regarding the security and confidentiality of patient health care information.
6. Community Counseling Solutions will provide mental health professional to deliver mental health services that include substance abuse and mental health screenings and assessments, brief counseling/treatment, case management and linkage to treatment providers in the community, family engagement/counseling and coordination with school staff and other agencies engaged with particular youth and families.
7. Obtain Ione Community Clinic client signatures for consent-to-treat and any other documentation required in order to perform mental health services prior to mental health services being performed. Community Counseling Solutions shall retain and maintain the mental health records for each Ione Community Clinic client.
8. Comply with the provisions of this Memorandum of Understanding, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
9. Mental health services will be offered to all students, and insurance reimbursement will be accessed according to Community Counseling Solutions policy and procedures.
10. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.

E. Morrow County Health Department will:

1. Based on the availability of the appropriate public health professional, Morrow County Health Department agrees to provide at least 5 hours per week public health services at the Ione Community Clinic during the term of this Agreement. The time and dates at which the public health services are performed shall be mutually agreed upon between Morrow County Health Department and Ione Community Clinic's site coordinator.
2. Confirm that all public health professionals are appropriately licensed.
3. Maintain adequate liability insurance as outlined in this agreement and provide proof of insurance when requested.
4. Provide public health services independent of Ione Community Clinic. It is understood Morrow County Health Department, its employees and volunteers are not employees of Ione Community Clinic. Morrow County Health Department shall provide proof of Workers' Compensation insurance to cover public health professionals.
5. Comply with all applicable regulations regarding the security and confidentiality of patient health care information.
6. Obtain Ione Community Clinic client signatures for consent-to-treat and any other documentation required in order to perform public health services prior to public health services being performed. Morrow County Health Department shall retain and maintain the public health records for each Ione Community Clinic client.

7. Comply with the provisions of this Memorandum of Understanding, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
8. Public health services will be offered to all students, and insurance reimbursement will be accessed according to Morrow County Health Department policy and procedures.
9. Upon receipt of proper invoice, distribute school-based health center funding on behalf of the Oregon Department of Human Services, Public Health Division, Adolescent Health Section and funds from other sources as appropriate to Morrow County Health District for provision of healthcare services.
10. Purchase, manage and administer the Vaccines for Children program.
11. Assure that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the Oregon DHS certification review cycle.
12. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.



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

County Clerk
Bobbi A. Childers Ext. 5601

July 11, 2019

Quarterly Report/ County Clerk (July 17, 2019 meeting)

Dear Commissioners,

Since my last report, I'd told you I was looking into having my HP LaserJet P4515 Printer looked at to see if it could be fixed instead of purchasing a new one. I had it fixed at Protos Office Technology in Walla Walla. Jordan Standley took it and Stanley from Protos picked it up in Pendleton. The cost to us with parts and labor was \$360.44, my print cartridges for this machine cost more than that, and I use it for printing election envelopes during elections and research from the vault and receipts from our recording program.

I billed the Special Districts for the May 21, 2019 Election, the total costs of the Election were \$8,915.80. Special District Elections have an allocated cost and apportioned cost that I use to determine what each district will pay to the County Clerk after the Election. The Election cost per registered voter was \$1.42, the cost per actual ballots cast were \$4.08. The Actual total costs were \$9,108.07 but when I run publishing for measures or amendments to the original Special District open office publication, those extra costs are dedicated expenses only to those districts that I published for, at this election it was Boardman Park and Recreation District and Morrow County Health District.

As I told you in April, I have an onsite assessment of my Election Office, with Cybersecurity and Infrastructure Security with the U.S. Department of Homeland Security July 16, 2019, I will not be able to attend the Meeting of Department Heads, as this was set prior to the Department Head meeting.

I had requested the audio recording from the April 24, 2019 BOC Meeting, after I received them from Roberta, I listing to the meeting and was stunned by our County Counsels' interpretation on who is the owner/keeper of a public record. Mr. Nelson stated that you could go to another office where they have a record from another department and get it cheaper if they have it, he has police reports and he could give it out since he has it. I would ask that the BOC does not follow that train of thought. If you have a copy from my office or any office, it's just a copy, you have no idea if it's been manipulated. We all know that copy machines can replicate most things well enough to make you wonder which one is the original and which is the copy. That said, if you have a copy from another department can you guarantee the copy/record you have is the same as the copy from that department. Many times, copies are taken and changed, I'd stick to getting the copy from the department that certifies it, you start giving out cheap copies, we could have a liability issue in the end that aren't cheap. We have a Fee Schedule that is set up to show charges for all departments and we should be using it within all the departments regardless.

I'm including the following 166-150-0045 information on required County Retention Schedules because I'd like to talk about my office only keeping the minutes, agendas, resolutions and Ordinances. I'd like you to present us with only what the court deems to be a permanent record. Then I will film only the permanent records. The contracts and agreements should be kept with, and tracked by the County Accountant. The non-pertinent information should be destroyed in a 5-year retention window. Please take your time and let me know if you would be willing to try to do this in the future. I would still be keeping anything that's permanent but not

all the other pages. The vault is getting full of the BOC Documents, and this might keep down the number of boxes stacking up in the vault.

166-150-0045

County Court and Commissioners Records (1) Annexation Records: Records documenting the annexation of areas into boundaries. Used to determine legal areas in which permitting, elections, taxation, and other services will be provided. May include description of property annexed, effective date of annexation, map of area annexed, and approval from Department of Revenue. May also include staff reports, petitions, service district withdrawal records, surveys, boundary commission recommendations and judgments, census reports, franchise notices, maps, and important related correspondence and memoranda. (Minimum retention: Permanent)

(2) Board of Commissioners or County Court Meeting Records: Official proceedings of regularly scheduled, special, executive session, and emergency meetings of the governing body. Includes date, time, and location of meeting, names of members present and absent, subjects discussed, statements of intent, and records of actions taken. (Minimum retention: (a) Retain minutes, agendas, resolutions, indexes, and exhibits not retained permanently elsewhere in agency records: Permanent (b) Retain executive session minutes: 10 years (c) Retain audio or visual recordings: 1 year after minutes prepared and approved (d) Other records and exhibits not pertinent to minutes: 5 years)

(3) Ordinances: Legislative action of the Board of Commissioners or County Court to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or condition authorized by Oregon Revised Statutes. Ordinances typically include a title, preamble, ordaining clause, subject clause, penalty

As always, I try to put something in my report that might interest the BOC about our elections and who votes. I ran some demographic reports and thought I'd share with the Commissioners.

In Precinct 1 – Boardman

Ages 18-24 had 325 eligible voters in that age range and of that 34 cast a ballot, for a return rate of 10.46%.
Ages 25-39 had 492 eligible voters in that age range and of that 87 cast a ballot, for a return rate of 17.68%.
Ages 40-54 had 413 eligible voters in that age range and of that 120 cast a ballot, for a return rate of 29.06%
Ages 55+ had 606 eligible voters in that age range and of that 257 cast a ballot, for a return rate of 42.41%
All ages 1836 voters were eligible to cast a ballot, 498 cast a ballot for a total of 27.12% in precinct 1 Boardman.

In Precinct 2 – Irrigon

Ages 18-24 had 296 eligible voters in that age range and of that 18 cast a ballot, for a return rate of 6.08%.
Ages 25-39 had 486 eligible voters in that age range and of that 23 cast a ballot, for a return rate of 4.73%.
Ages 40-54 had 488 eligible voters in that age range and of that 74 cast a ballot, for a return rate of 15.16%
Ages 55+ had 1040 eligible voters in that age range and of that 377 cast a ballot, for a return rate of 36.25%
All ages 2310 voters were eligible to cast a ballot, 492 cast a ballot for a total of 21.30% in precinct 2 Irrigon.

In Precinct 3 – Lexington

Ages 18-24 had 30 eligible voters in that age range and of that 8 cast a ballot, for a return rate of 26.67%.
Ages 25-39 had 81 eligible voters in that age range and of that 25 cast a ballot, for a return rate of 30.86%.
Ages 40-54 had 85 eligible voters in that age range and of that 38 cast a ballot, for a return rate of 44.71%
Ages 55+ had 211 eligible voters in that age range and of that 139 cast a ballot, for a return rate of 65.88%
All ages 407 voters were eligible to cast a ballot, 210 cast a ballot for a total of 51.60% in precinct 3 Lexington.

In Precinct 4 – Ione

Ages 18-24 had 38 eligible voters in that age range and of that 7 cast a ballot, for a return rate of 18.42%.
Ages 25-39 had 68 eligible voters in that age range and of that 20 cast a ballot, for a return rate of 29.41%.
Ages 40-54 had 87 eligible voters in that age range and of that 44 cast a ballot, for a return rate of 50.57%
Ages 55+ had 233 eligible voters in that age range and of that 174 cast a ballot, for a return rate of 74.68%

All ages 426 voters were eligible to cast a ballot, 245 cast a ballot for a total of 57.51% in precinct 4 Ione.

In Precinct 5 – Heppner

Ages 18-24 had 92 eligible voters in that age range and of that 20 cast a ballot, for a return rate of 21.74%.
Ages 25-39 had 222 eligible voters in that age range and of that 74 cast a ballot, for a return rate of 33.33%.
Ages 40-54 had 260 eligible voters in that age range and of that 124 cast a ballot, for a return rate of 47.69%.
Ages 55+ had 729 eligible voters in that age range and of that 511 cast a ballot, for a return rate of 70.10%.
All ages 1303 voters were eligible to cast a ballot, 729 cast a ballot for a total of 55.95% in precinct 5 Heppner.

In All Precincts combined

Ages 18-24 had 781 eligible voters in that age range and of that 87 cast a ballot, for a return rate of 11.14%.
Ages 25-39 had 1349 eligible voters in that age range and of that 229 cast a ballot, for a return rate of 16.98%.
Ages 40-54 had 1333 eligible voters in that age range and of that 400 cast a ballot, for a return rate of 30.01%.
Ages 55+ had 2819 eligible voters in that age range and of that 1458 cast a ballot, for a return rate of 51.72%.
All ages 6282 voters were eligible to cast a ballot, 2174 cast a ballot for a total of 34.61% in all precincts.

I've attached what I've done so far in the way of a brochure for the County Fair, as requested.

Respectfully submitted,



Bobbi Childers
Morrow County Clerk

Morrow County Clerk's Office:

Administrator of All Elections in Morrow County

Register to you to Vote/ change parties and update addresses and name changes

Preserve various records and making them available to the public

Record land transactions, mortgages and liens. Issue Marriage licenses

Preform Marriage Ceremonies

BOPTA (Board of Property Tax Appeal Administrator)

Morrow County Death Registrar:

Certificates available first 6 months, if death occurred in Morrow County
State Ethics Liaison

Election Night Results:

<https://results.oregonvotes.gov>

Passport Acceptance Agent:

Apply and get pictures taken in our office, all passport forms are available.

Internet Users:

Passport Information, status checks Forms & Travel Advisories see: <http://travel.state.gov>

For Requirements crossing the Canadian or Mexican border or taking ocean cruises see:

<http://www.DHS.gov>

For other government websites <http://www.USA.gov>

Ballot Drop Boxes are available during all Countywide Elections, all Cities in Morrow County have an Official Election Drop Box, available until 8 p.m. Election Day.



Bobbi Childers
Morrow County Clerk
100 S. Court St., Suite 101
PO Box 338
Heppner, OR 97836-0338
<https://www.co.morrow.or.us/clerk>
Phone: (541) 676-5604

Elections in Oregon are all held using a vote by mail system. All registered voters receive their ballots via postal delivery and can vote from their homes. A State Voters' Pamphlet is mailed to every household in Oregon about three weeks before each statewide election. **The deadline to register is 21 days before Election Day.** Offices that file with the County Clerk are: Assessor, Clerk, Commissioner, Sheriff, Treasurer and Justice of the peace.

Each major political party uses the **Primary** Election to nominate their party candidates for the November **General** Election. Each state has different rules governing Primary Elections.

In Oregon, major parties have the option of choosing a "closed system," meaning only registered voters in that party can vote for candidates of the same party. Or, a major party can choose an "open system" where the major party allows registered voters who are not registered with any party to vote for candidates in their party's Primary Election.

Primary - May 19, 2020

General - November 3, 2020

Irrigon Satellite Office
Morrow County Clerk
Irrigon/Boardman Assistance Building:
290 NE Main Ave. Irrigon, OR
Phone: (541) 256-0970
(Emergency Assistance Center)
Open Thursdays only 9-4
bchilders@co.morrow.or.us
<https://www.co.morrow.or.us/clerk>

Snowbirds, college students and travelers

If you are going to be away during an election but would still like to vote, you can request an absentee ballot. Please provide the first and last days you plan to receive mail at this address, and we will send your ballot to this address between those dates (541) 676-5604. The post-office will not forward your ballot from your home address, so it is important we have the address where you'll be during the election.

Address for the Absentee Ballot Request Form: <https://sos.oregon.gov/elections/Documents/SEL111.pdf>

Military request form - www.fvap.gov

When are Ballots Mailed?

Approximately two weeks before an election you will get your ballot in the mail.

To Register to vote in Oregon, you must be a U.S. citizen, an Oregon resident and at least 16 years old. **If you are not yet 18 years of age, you will not receive a ballot until an election occurs on or after your 18th birthday.**

**ELECTED OFFICIALS REPRESENTING
MORROW COUNTY**

Senate District 29:

Senator Bill Hansell
(503) 986-1729
Sen.BillHansell@oregonlegislature.gov

House District 57:

Representative Greg Smith
(503) 986-1457
Rep.GregSmith@oregonlegislature.gov

Congressional Dist. 2: Representative Greg

Walden
(541) 389-4408
<http://walden.house.gov/>

What's going on at the Oregon Capital

oregoncapitalinsider.com



OREGON SECRETARY OF STATE

<https://sos.oregon.gov>

REGISTER TO VOTE OR UPDATE REGISTRATION

Use this site for:

Information for Voters with Disabilities

Voting in Oregon

Campaign Finance: See who's spending or donating money to campaigns.

Military and Overseas Voting (Federal Voting Assistance)

How to file - Initiatives, Referendums and Referrals

Election Laws, Rules and Publications

Get involved: Run for office, affect the law, form a political party, recall an official.

Manuals and Tutorials

Election Forms - Candidate forms; prospective Petition forms

Civics Toolkits

Laws, Rules, Restrictions and Statistics

Archival Records Searching

State Audits and Reviews

Business Information - How to start a business

Register a Business

Authentication (Apostille)

Oregon Business - Name Searches

Register New Businesses

Reinstate Past Business

Uniform Commercial Code (UCC)

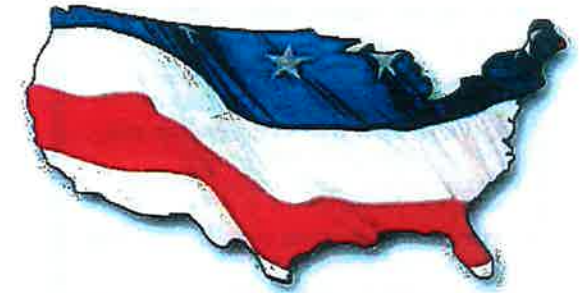
Nonprofit Services

Notary Information

Oregon Blue Book - <https://sos.oregon.gov/blue-book/Pages/fun.aspx> this link has games that are about Oregon.

Access to Oregon Administrative Rules this includes:

"The Oregon Bulletin" it has all the information on Executive Orders and Other Notices to the public, along with any "Notices of Proposed Rulemaking"



**VOTING
IS PATRIOTIC**

Morrow County has 5 Precincts:

Precinct 1 Boardman including City of Boardman, 1868 registered voters

Precinct 2 Irrigon including City of Irrigon, 2344 registered voters

Precinct 3 Lexington including Town of Lexington, 409 registered voters

Precinct 4 Ione including City of Ione, 431 registered voters.

Precinct 5 Heppner including City of Heppner, 1310 registered voters.

Registration by Party: July 2019

Democrat: 1206

Republican: 2170

Independent: 298

Nonaffiliated: 2561

Others: 127

Total Reg. 6362



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: July 5, 2019
RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during July, August and further into the year. It is not exhaustive.

Buildable Lands Inventory and Housing Analysis:

Please do put the Work Session with the Planning Commission scheduled for July 30 on your calendars!! It will be held at the Bartholomew Building as part of the Planning Commission's regular business, following a single public hearing. Should start this discussion at about 7:30 p.m. Look for a mailing that will come out of the Planning Department on July 19 and will include the Housing Strategies Report with a staff memorandum.

Community Wildfire Protection Plan:

As a reminder a public hearing has been scheduled for Wednesday, July 24, at 9:00 a.m. at the Bartholomew Building on this item. The public hearing notice will be published in the Heppner Gazette on July 3 and 17, and in the East Oregonian during the July 13 weekend edition. A press release is also being planned for distribution early in the week of July 15. An email went to interested parties on Wednesday July 3 with distribution to our city partners on July 5. Look for a packet to be mailed that will include the final draft Community Wildfire Protection Plan and a staff memorandum on July 12.

LIDAR Project:

It is complete and we now have 3 terabytes of data. Yep, terabytes. Which is 1,000 gigabytes. It was so much that the county server could not hold it, so we had to purchase an external hard drive. Any way... Please see the attached PowerPoint provided by the DOGAMI staff and contractors that completed this project. There is some interesting information included, and to be honest some information that I really don't understand! We have already had several interested parties express interest in the data set to use to better plan various projects. It can also be used to support application for floodplain modifications through the FEMA modification process. When the data collection project was envisioned it was done so in support of our next update to the Natural Hazards Mitigation Plan.

Code Enforcement:

The Code Enforcement Task Force will be kicking off in August, using the list of participants authorized in your recent appointment action. Once it is underway a more robust report will be provided.

Green Energy Corridor:

It is finally happening. The Department of Land Conservation and Development is initiating rulemaking in support of the Green Energy Corridor. The project proposal will be discussed by

the Land Conservation and Development Commission at their July meeting in Condon, Oregon. Initial local conversation is being initiated to include Morrow County, Umatilla County, the impacted agricultural producers and Umatilla Electric. As the Rulemaking Advisory Committee is established I am confident there will be others from the area identified to participate with a make-up similar to that from the original Task Force.

Navy Executive Summary Memorandum/Fire & Emergency Services/NWSTF Boardman:
Attached find a summary concerned with Wildland Assets at NWSTF Boardman provided by Kim Peacher, Community Planning & Liaison Officer for Whidbey Island.



Data collected for:
Oregon Department of Geology and Mineral Industries

800 NE Oregon Street
Suite 965
Portland, OR 97232



Prepared by:
Quantum Spatial

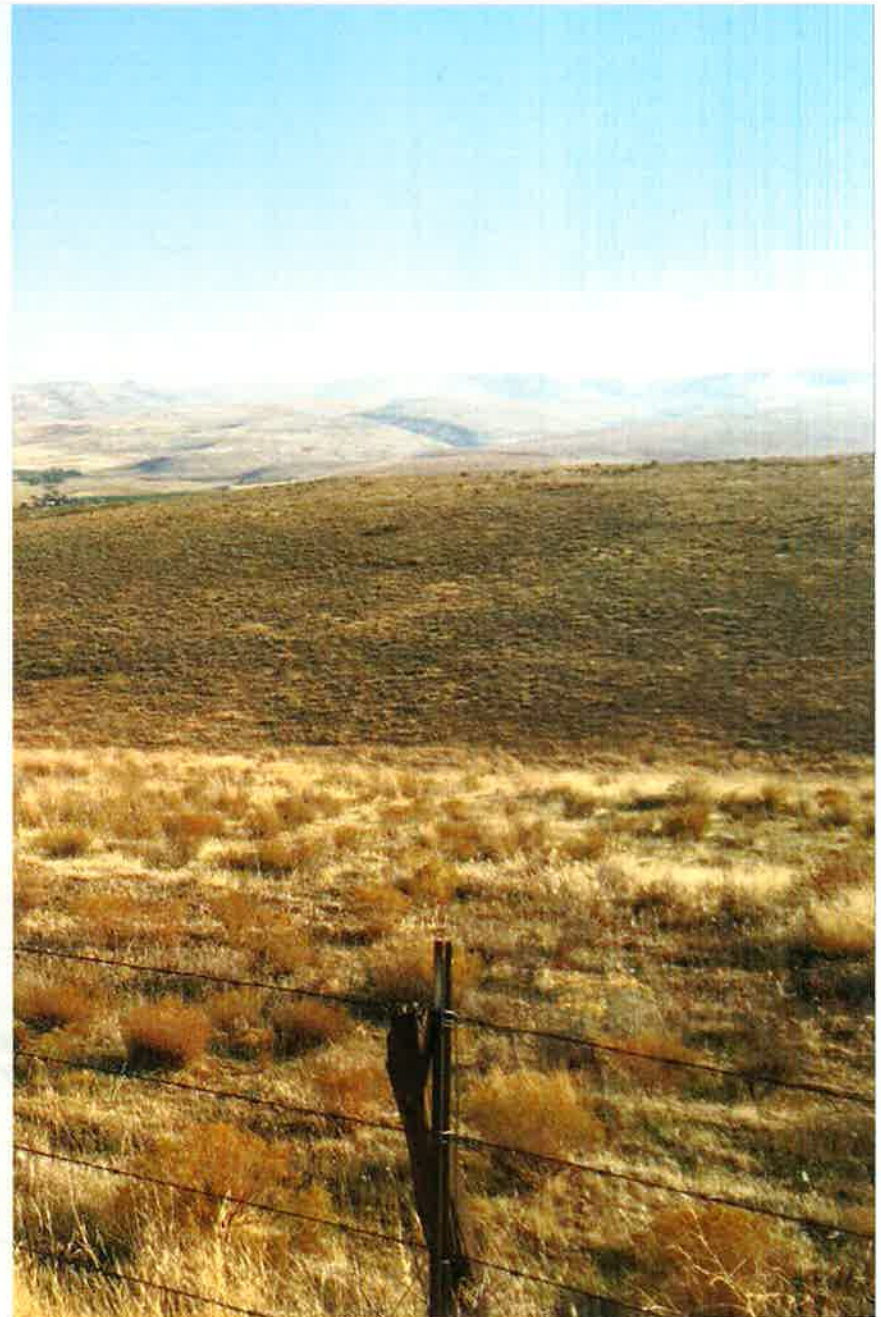
421 SW 6th Avenue
Suite 800
Portland, OR 97204
phone: (503) 505-5100
fax: (503) 546-6801

1100 NE Circle Blvd # 126
Corvallis, OR 97330
phone: (541) 752-1204
fax: (541) 752-3770



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- 4 - Deliverable OLC Products
- 5 - Deliverable 3DEP Products
- 6 - Aerial Acquisition
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 - 16 - Pulse Density
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Project Overview

QSI has completed the acquisition and processing of Light Detection and Ranging (LIDAR) data describing the Oregon LIDAR Consortium's (OLC) Morrow County 3DEP 2018 Study Area. The Morrow County TAF (total area flown) shown in Figure 1 encompasses 918,649.3 acres. Terminology used within this report aligns with OLC preferred language; Table 1 includes synonymous USGS 3DEP terminology.

The collection of high resolution geographic data is part of an ongoing pursuit to amass a library of information accessible to government agencies as well as the general public.

LiDAR data acquisition began on October 3, 2018 and ended November 15, 2018. Settings for LiDAR data capture produced an average resolution of at least eight pulses per square meter. Final products are listed on pages four and five.

QSI acquires and processes data in the most current, NGS-approved datums and geoid. For OLC Morrow County, all final deliverables are projected in Oregon Lambert, endorsed by the Oregon Geographic Information Council (OGIC),¹ using the NAD83 (2011) horizontal datum and the NAVD88 (Geoid 12B) vertical datum, with units in International feet.

For Morrow County 3DEP products, all final deliverables are projected in Universal Transverse Mercator (UTM) Zone 11 N, using the NAD83 (2011) horizontal datum and the NAVD88 (Geoid 12B) vertical datum, with units in meters.

Table 1: OLC/3DEP synonymous terminology

OLC Terminology	USGS 3DEP Terminology
Area of Interest (AOI)	Defined Project Area (DPA)
Total Area Flown (TAF)	Buffered Project Area (BPA)
Ground Survey Point (GSP)	Check Point
Ground Control Point (GCP)	Control Point

¹ <http://www.oregon.gov/DAS/EISPD/GEO/pages/coordination/projections/projections.aspx>

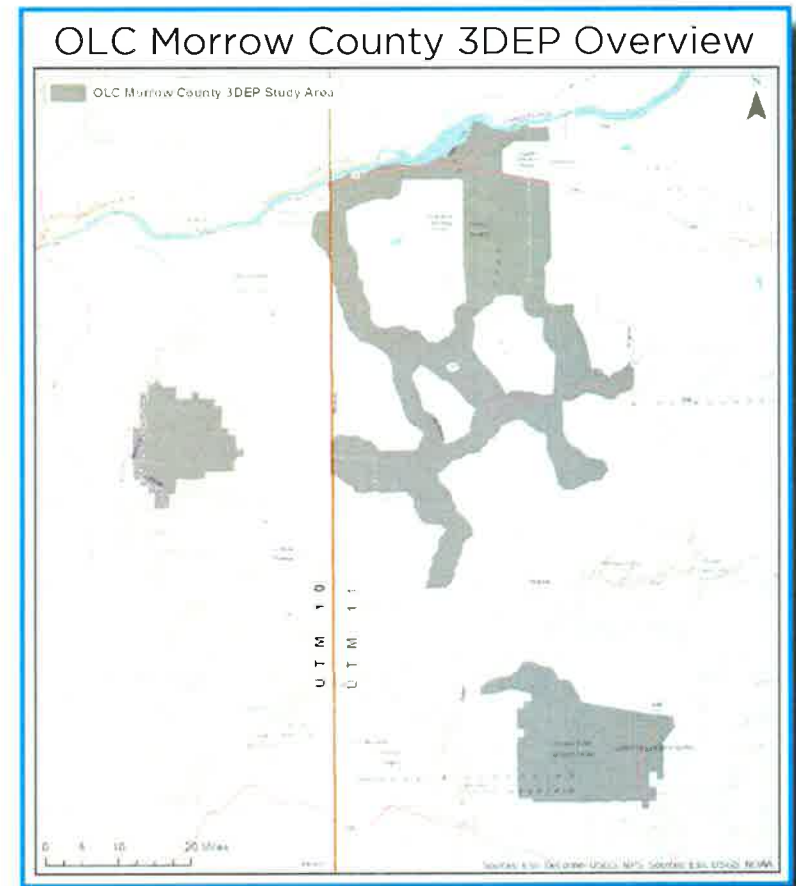
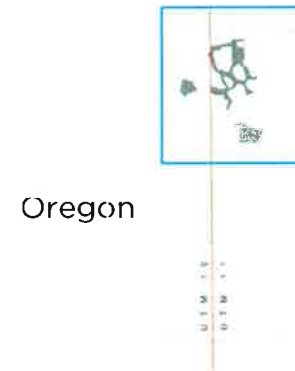


Figure 1: OLC Morrow County 3DEP study area location

Table 2: OLC Morrow County delivery details

OLC Morrow County	
Acquisition Dates	10/3/2018 - 11/15/2018
Area of Interest	894,129.1 acres
Total Area Flown	918,649.3 acres
Projection	UTM 10 & 11
Datum: horizontal & vertical	NAD83 (2011) NAVD88 (Geoid 12B)
Units	meters

Table 3: Morrow County 3DEP delivery details

Morrow County 3DEP	
Acquisition Dates	10/3/2018 - 11/15/2018
Defined Project Area	894,129.1 acres
Buffered Project Area	918,649.3 acres
Projection	Albers Equal Area Conic
Datum: horizontal & vertical	NAD83 (2011) NAVD88 (Geoid 12B)
Units	Meters



Figure 2: Zephyr GNSS Geodetic Model 2 antenna set up over RB1491 monument

Deliverable OLC Products

Table 4: Products delivered for the OLC Morrow County study area.

OLC Morrow County Projection: UTM 10 & UTM 11 Horizontal Datum: NAD83 (2011) Vertical Datum: NAVD88 (GEOID12B) Units: meters	
Points	<p>LAS v 1.2 tiled by 0.075 minute USGS quadrangles</p> <ul style="list-style-type: none"> • Default (1), and ground (2) classified points • RGB color extracted from NAIP imagery • Intensities
Rasters	<p>1 m resolution ESRI GRID tiled by 7.5 minute USGS quadrangles</p> <ul style="list-style-type: none"> • Bare earth model • Highest hit model <p>0.5 m GeoTiffs tiled by 7.5 minute USGS quadrangles</p> <ul style="list-style-type: none"> • Intensity images
Vectors	<p>Shapefiles (*.shp)</p> <ul style="list-style-type: none"> • Total area flown (TAF) boundary • TAF tile index of 0.075 minute USGS quadrangles • TAF tile index of 7.5 minute USGS quadrangles • Ground control points • Ground survey points (used to assess accuracy) • Survey monuments • Acquisition flightlines
Metadata	<ul style="list-style-type: none"> • FGDC-compliant metadata for all data products

Deliverable 3DEP Products

Table 5: Products delivered for the Morrow County 3DEP study area.

Morrow County 3DEP Projection: Albers Horizontal Datum: NAD83 (2011) Vertical Datum: NAVD88 (GEOID12B) Units: meters	
Points	<p>LAS v 1.4 tiled by 750 meter processing tiles</p> <ul style="list-style-type: none"> • Default (1), ground (2), low noise (7), water (9), bridge decks (17), high noise (18), Ignored ground near a breakline (20) classified points. <p>LAS v 1.4 Swath files</p> <ul style="list-style-type: none"> • Unclassified points
Rasters	<p>1 meter resolution ESRI GRID tiled to match 1,000 meter LAS processing tiles</p> <ul style="list-style-type: none"> • Hydroflattened bare earth model
Vectors	<p>Shapefiles (*.shp)</p> <ul style="list-style-type: none"> • Defined project area (DPA) • Buffered project area (BPA) • 750 meter LAS tiling scheme, clipped to the DPA • Hydro breaklines in file geodatabase • Check points used for testing Non-Vegetated Vertical Accuracy • Check points used for testing Vegetated Vertical Accuracy • Ground control points used for LiDAR calibration • Project survey monuments
Metadata	<ul style="list-style-type: none"> • USGS-compliant metadata for all data products, as well as project-level metadata.

Aerial Acquisition

LiDAR Survey

The LiDAR survey utilized a Riegl 1560i sensor mounted in a Piper Navajo. For system settings, please see Table 6. These settings are developed to yield points with an average native density of greater than eight pulses per square meter over terrestrial surfaces.

The native pulse density is the number of pulses emitted by the LiDAR system. Some types of surfaces such as dense vegetation or water may return fewer pulses than the laser originally emitted. Therefore, the delivered density can be less than the native density and lightly vary according to distributions of terrain, land cover, and water bodies. The study area was surveyed with opposing flight line side-lap of 20 percent and 50 percent to reduce laser shadowing and increase surface laser painting. The system allows an unlimited number of measurements per pulse, and all discernible laser returns were processed for the output data set.

To solve for laser point position, it is vital to have an accurate description of aircraft position and attitude. Aircraft position is described as x, y, and z and measured twice per second (two hertz) by an onboard differential GPS unit. Aircraft attitude is measured 200 times per second (200 hertz) as pitch, roll, and yaw (heading) from an onboard inertial measurement unit (IMU).

Table 6: OLC Morrow County 3DEP acquisition specifications

OLC Morrow County 3DEP Acquisition		
Sensors Deployed	Riegl 1560i	
Aircraft	Piper Navajo	
Survey Altitude (AGL)	1,300 m	1,800 m
Pulse Rate	2,000 kHz	1,000 kHz
Pulse Mode	Multi (MPiA)	
Field of View (FOV)	58.5°	
Scan Rate	375 Hz	211 Hz
Overlap	20% sidelap	50% sidelap

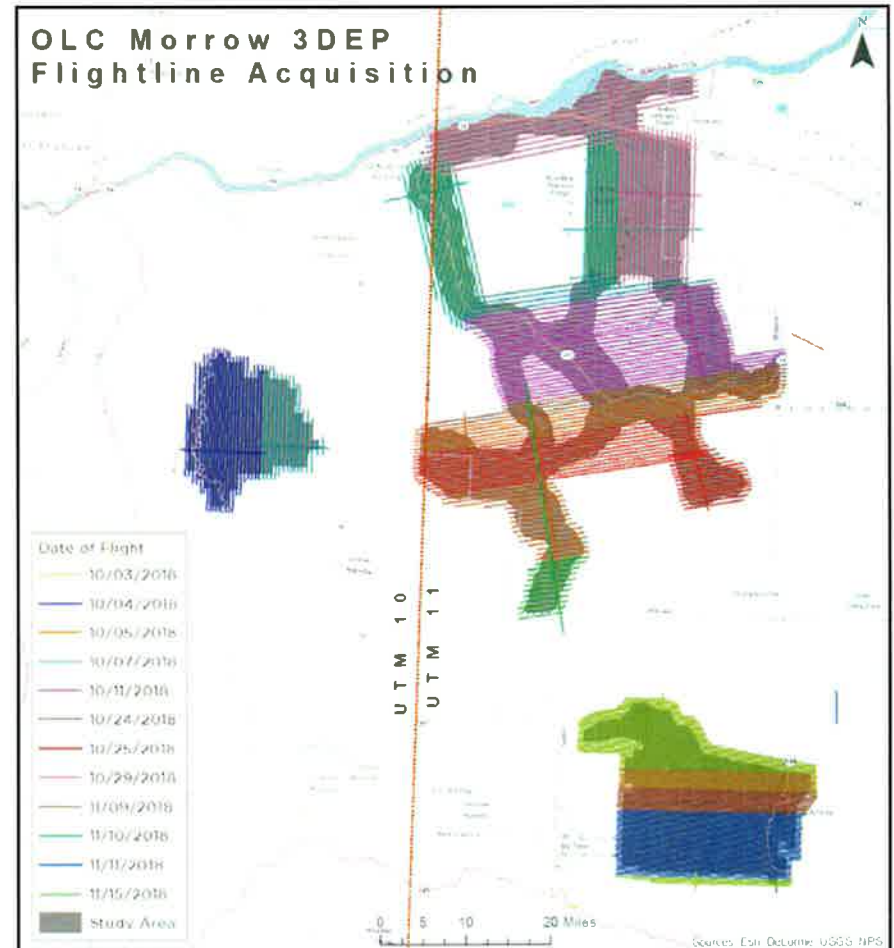


Figure 3: OLC Morrow County 3DEP acquisition flightlines

Ground Survey

Ground control surveys were conducted to support data acquisition, including monumentation, ground control points (GCPs), and ground survey points (GSPs). Bare earth GCPs were collected to correct the final dataset to match the true ground surface and correct any bias from the satellite-based aircraft positional data, sensor installation, or sensor ranging. GSPs, however, were withheld from the calibration process and compared to the final ground surface (within vegetated and non-vegetated land cover) providing an independent assessment of the non-vegetated and Vegetated Vertical Accuracy of the LiDAR point data. Survey monuments and permanent base stations from the Oregon Real-Time GNSS Network (ORGN) were utilized to support collection of GCPs and GSPs. A table of the monuments used during ground survey are included in Table 7 on the page 9.

Instrumentation

All Global Navigation Satellite System (GNSS) static surveys utilized Trimble R7 GNSS receivers with Zephyr Geodetic Model 2 RoHS antennas. Rover surveys for GCP and GSP collection were conducted with Trimble R8 GNSS receivers.

Monumentation

Monuments were used for collection of ground control points and ground survey points using real time kinematic (RTK), post processed kinematic (PPK), and fast static (FS) survey techniques. Monument locations were selected with consideration for satellite visibility, field crew

Methodology

Ground control points and ground survey points were collected using real time kinematic (RTK), post-processed kinematic (PPK), and fast static (FS) survey techniques. For RTK surveys, a base receiver was positioned at a nearby monument to broadcast a kinematic correction to a roving receiver; for PPK and FS surveys, however, these corrections were post-processed. RTK and PPK surveys recorded observations for a minimum of five seconds, while FS surveys recorded observations for up to fifteen minutes on each GCP/GSP in order to support longer baselines for post-processing. All GCP and GSP measurements were made during periods with a Position Dilution of Precision (PDOP) no greater than 3.0 and in view of at least six satellites for both receivers. Relative errors for the position were required to be less than 1.5 centimeters horizontal and 2.0 centimeters vertical in order to be accepted.

In order to facilitate comparisons with high quality LiDAR data, GCP and GSP measurements were not taken on highly reflective surfaces such as center line stripes or lane markings on roads. GCPs and GSPs were taken no closer than one meter to any nearby terrain breaks such as road edges or drop offs. GCPs and GSPs were collected within as many flight lines as possible; however, the distribution depended on ground access constraints and may not be equitably distributed throughout the study area.

Ground Survey

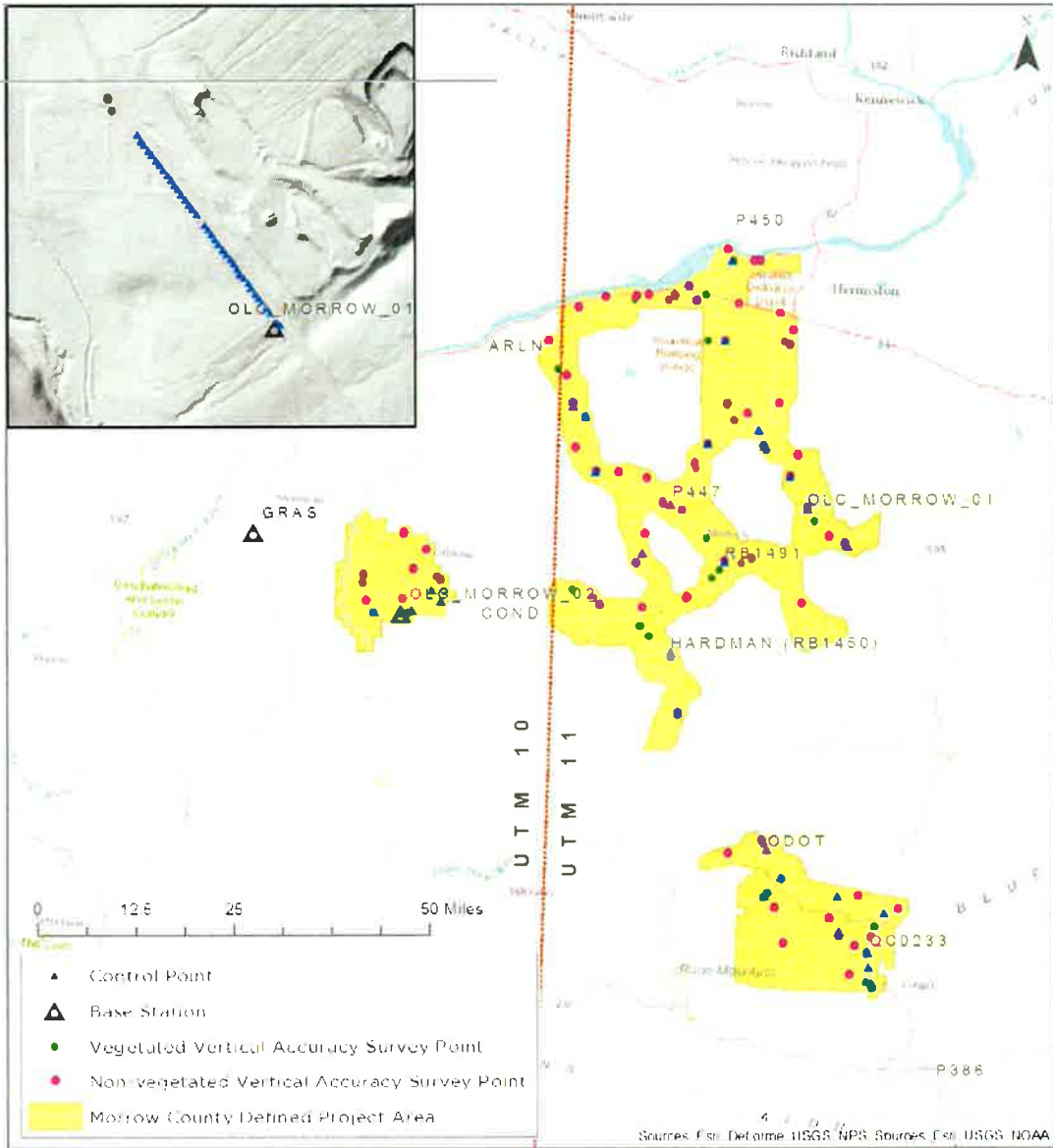


Figure 4: Morrow County study area ground survey map



Figure 5: Base station set up over monument OLC_Morrow_01



Figure 6: OLC_Morrow_01 monument cap

Table 7: OLC Morrow monuments and ORGN stations. Coordinates are on the NAD83 (2011) datum, epoch 2010.00. NAVD88 height referenced to Geoid12B

Type	PID	Latitude	Longitude	Ellipsoid Height (m)	Orthometric Height (m)
ORGN	ARLN	45° 42' 29.52532"	-120° 10' 59.71154"	120.812	142.429
ORGN	COND	45° 14' 16.44868"	-120° 10' 52.90279"	865.844	886.328
ORGN	GRAS	45° 21' 51.87542"	-120° 47' 14.62113"	677.871	698.904
NGS Monument	HARDMAN (RB1450)	45° 10' 29.45437"	-119° 40' 58.02623"	1084.509	1104.649
DOT Monument	ODOT	44° 48' 57.52503"	-119° 24' 59.89277"	589.243	608.530
QSI Monument	OLC_MORROW_01	45° 26' 45.14704"	-119° 20' 00.47978"	621.344	642.124
QSI Monument	OLC_MORROW_02	45° 13' 40.16461"	-120° 23' 35.71619"	871.847	892.446
ORGN	P386	44° 24' 10.16342"	-118° 58' 04.08532"	1103.980	1122.167
ORGN	P447	45° 27' 10.14043"	-119° 41' 24.39074"	471.680	492.819
ORGN	P450	45° 57' 11.98969"	-119° 32' 39.04141"	164.111	185.827
NGS Monument	QC0233	44° 38' 17.57247"	-119° 08' 40.62769"	1317.126	1335.285
NGS Monument	RB1491	45° 20' 38.60887"	-119° 32' 56.48085"	645.300	665.971

Table 8: Ground survey instrumentation

Instrumentation			
Receiver Model	Antenna	OPUS Antenna ID	Use
Trimble R7 GNSS	Zephyr GNSS Geodetic Model 2 RoHS	TRM57971.00	Static
Trimble R8 GNSS	Integrated Antenna	TRMR8_GNSS	Rover

Table 9: Monument accuracy

Network Accuracy	
FGDC-STD-007.2-1998 Rating	
St Dev NE	2 cm
St Dev Z	2 cm

Geospatial Corrections of Aircraft Positional Data

PP-RTX

To improve precision and accuracy of the aircraft trajectory, the latest generation of Global Navigation Satellite System (GNSS) satellites and recent advances in GNSS post-processing technology have made possible trajectory processing methods that do not require conventional base support: specifically, Trimble® CenterPoint™ Post-Processed Real-Time Extended (PP-RTX).

PP-RTX using Applanix POSPac MMS software leverages near real-time atmospheric models from Trimble's extensive worldwide network of continuously operating base stations to produce highly accurate trajectories.

When utilized properly and sufficiently controlled by a ground survey during post-processing, PP-RTX has the following advantages over conventional collection methods:

- **Agility:** The airborne acquisition is untethered by access constraints of the ground survey team at the time of acquisition, particularly in remote areas that lack permanent base stations.
- **Flexibility:** The airborne acquisition team can instantly shift collection priorities based on weather and client needs without waiting for a ground survey team to relocate.
- **Accuracy:** If properly controlled with a ground survey and datum adjustment during post-processing, PP-RTX produces results at least as accurate as conventional methods utilizing base stations.



Processing

This section describes the processing methodologies for all data acquired by QSI for the 2018 OLC Morrow County 3DEP LiDAR project.

LiDAR Processing

Once the LiDAR data arrived in the laboratory, QSI employed a suite of automated and manual techniques for processing tasks. Processing tasks included: GPS, kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, and assessments of statistical absolute accuracy. The general workflow for calibration of the LiDAR data was as follows:

LiDAR Processing Step	Software Used
Resolve GPS kinematic corrections for aircraft position data using kinematic aircraft GNSS (collected at 2 Hz) and IMU (collected at 200 Hz) with Trimble CenterPoint PP-RTX methodologies.	POSGNSS Trimble CenterPoint PosPac MMS
Develop a smoothed best estimate of trajectory (SBET) file that blends post-processed aircraft position with attitude data. Sensor heading, position, and attitude are calculated throughout the survey.	POSGNSS POSPac MMS
Calculate laser point position by associating SBET information to each laser point return time, with offsets relative to scan angle, intensity, etc. included. This process creates the raw laser point cloud data for the entire survey in *.las (ASPRS v. 1.4) format, in which each point maintains the corresponding scan angle, return number (echo), intensity, and x, y, z information. These data are converted to orthometric elevation (NAVD88) by applying a Geoid 12B correction.	RiProcess
Import raw laser points into subset bins. Filter for noise and perform manual relative accuracy calibration.	LASTools TerraScan Custom QSI software
Classify ground points and test relative accuracy using ground classified points per each flight line. Perform automated line-to-line calibrations for system attitude parameters (pitch, roll, heading), mirror flex (scale), and GPS/IMU drift. Calibrations are performed on ground classified points from paired flight lines. Every flight line is used for relative accuracy calibration.	TerraMatch TerraScan Custom QSI software
Assess Non-Vegetated Vertical Accuracy and Vegetated Vertical Accuracy via direct comparisons of ground classified points to reserved non-vegetated and vegetated checkpoint survey data.	TerraScan
Assign headers (e.g., projection information, variable length record, project name) to *.las files.	Las Monkey

LAS Classification Scheme

The classification classes are determined by the USGS LiDAR Base Specification, version 1.3 specifications and are an industry standard for the classification of LiDAR point clouds. The classes used in the dataset are as follows and have the following descriptions:

- **Class 1 - Processed, but unclassified.** This class covers features such as vegetation, cars, utility poles, or any other point that does not fit into another deliverable class.
- **Class 2 - Bare earth ground.** Points used to create bare earth surfaces.
- **Class 7 - Low noise.** Erroneous points not meant for use below the identified ground surface.
- **Class 9 - Water.** Point returned off water surfaces.
- **Class 17 - Bridge decks.** Points falling on bridge decks.
- **Class 18 - High noise.** Erroneous points above ground surface not attributed to real features.
- **Class 20 - Ignored grounds.** Ignored grounds near breakline features.

Hydro-Flattened Breaklines

Class 2 LiDAR was used to create a bare earth surface model. The surface model was then used to heads-up digitize 2D breaklines of inland streams and rivers with a 100 foot nominal width and inland ponds and lakes of two acres or greater surface area.

Elevation values were assigned to all inland ponds and lakes, inland pond and lake islands, inland streams and rivers and inland stream and river islands using Quantum Spatial proprietary software

All ground (ASPRS Class 2) LiDAR data inside of the collected inland breaklines were then classified to water (ASPRS Class 9) using TerraScan macro functionality. The breakline files were then translated to Esri file geodatabase format using Esri conversion tools.

Hydro-Flattened Raster DEM Creation

Hydro flattening breaklines are merged with Class 2 LAS and set to enforce elevations within closed areas identified as water while retaining near shore LiDAR elevations. This process is used to ensure a downstream gradient along streams and waterbodies are level.

LiDAR Accuracy Assessments

Relative Accuracy

Relative vertical accuracy refers to the internal consistency of the data set and is measured as the divergence between points from different flightlines within an overlapping area. Divergence is most apparent when flightlines are opposing. When the LiDAR system is well calibrated the line to line divergence is low (<10 centimeters). Internal consistency is affected by system attitude offsets (pitch, roll, and heading), mirror flex (scale), and GPS/IMU drift.

Relative accuracy statistics, reported in Table 10 are based on the comparison of 282 full and partial flightlines and over 113 billion sample points.

Table 10: Relative accuracy

Relative Accuracy Calibration Results		
Project Average	0.026 m	0.087 ft
Median Relative Accuracy	0.026 m	0.084 ft
1 σ Relative Accuracy	0.027 m	0.090 ft
2 σ Relative Accuracy	0.037 m	0.121 ft
Flightlines	n = 282	
Sample points	113,336,007,728	

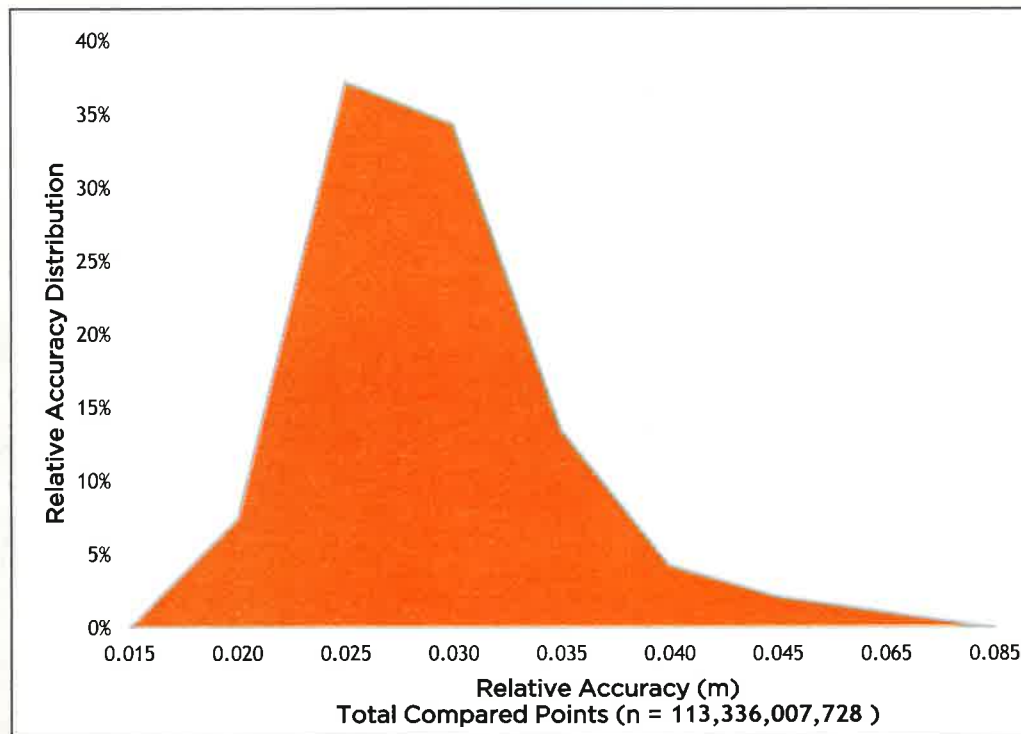
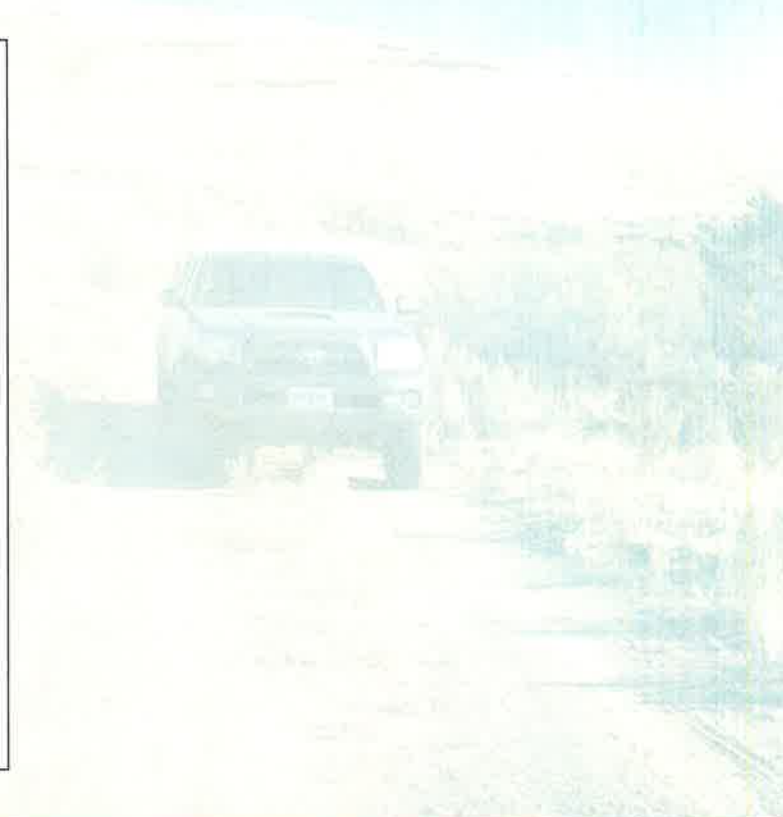


Figure 7: Relative accuracy based on 282 flightlines.



Accuracy

Vertical Accuracy

Vertical Accuracy reporting is designed to meet guidelines presented in the National Standard for Spatial Data Accuracy (NSSDA) (FGDC, 1998) and the ASPRS Positional Accuracy Standards for Digital Geospatial Data V1.0 (ASPRS, 2014). The statistical model compares known ground survey points (GSPs) to the ground model, triangulated from the neighboring laser points. Vertical accuracy statistical analysis uses ground survey points in open areas where the LiDAR system has a “very high probability” that the sensor will measure the ground surface and is evaluated at the 95th percentile.

For the OLC Morrow County 3DEP study area, a total of 1,148 ground control points were collected and used for calibration of the LiDAR data. An additional 84 reserved ground survey points were collected for independent verification. LAS data from the OLC Morrow County 3DEP project was compared to the reserved ground survey points to determine the Non-Vegetated Vertical Accuracy (NVA) of the LAS and of the Bare Earth DEM; see table 11 for results.

QSI collected 82 additional ground survey points in areas of vegetated land cover. These vegetated ground survey points were tested against the bare earth DEM to determine the Vegetated Vertical Accuracy (VVA) of the DEM; results are included in table 12 on the following page.

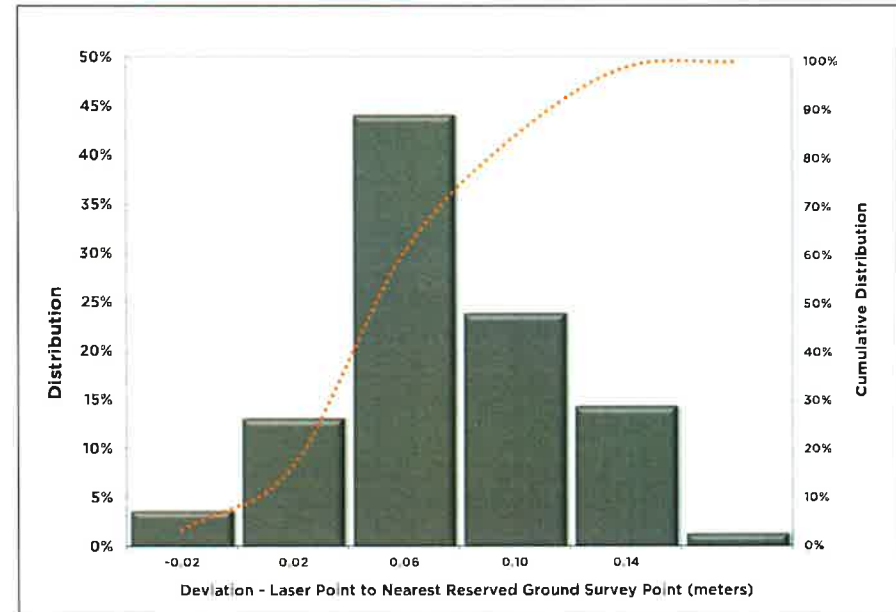


Figure 8: Non-Vegetated Vertical Accuracy distribution; points tested against the unclassified TIN.

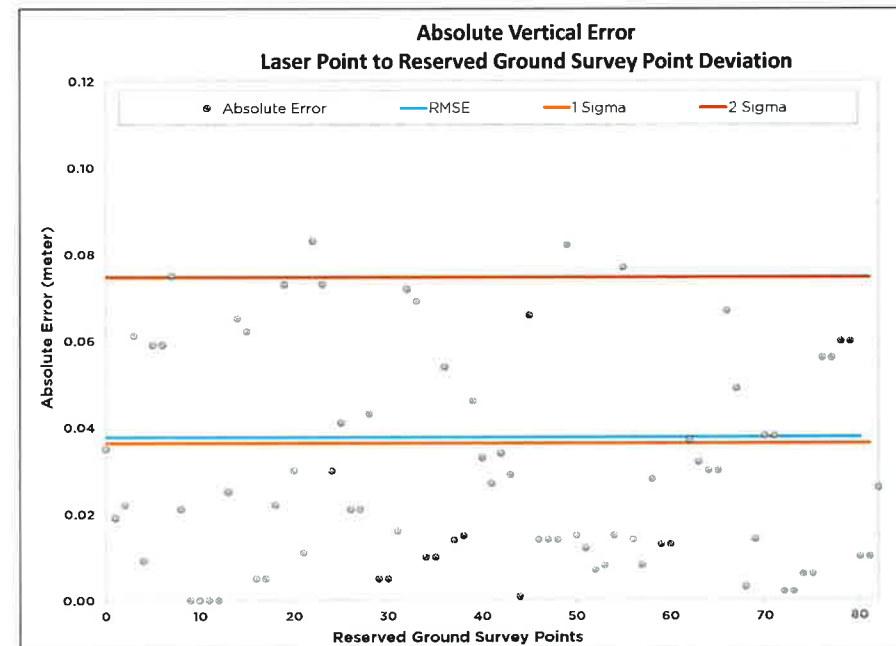


Figure 9: Reserved ground survey point absolute error; points tested against the unclassified TIN.

Vertical Accuracy

LAS Swath NVA:

Required NVA of the LiDAR-swath data is 19.6 centimeters according to specification. Morrow County NVA at a 95 percent confidence level (derived according to NSSDA, in open terrain using 0.038 m (RMSEz) x 1.96000 as defined by the National Standards for Spatial Data Accuracy (NSSDA)) is **0.074 m**; assessed and reported using National Digital Elevation Program (NDEP)/ASPRS Guidelines.

Bare Earth DEM NVA:

Required NVA of the bare earth DEM is 19.6 centimeters according to specification. OLC Morrow County NVA at a 95 percent confidence level (derived according to NSSDA, in open terrain using 0.039 m (RMSEz) x 1.96000 as defined by the National Standards for Spatial Data Accuracy (NSSDA)) is **0.077 m**; assessed and reported using National Digital Elevation Program (NDEP)/ASPRS Guidelines.

Bare Earth DEM VVA:

The required VVA at the 95th percentile according to specification is 29.4 centimeters. The VVA tested **0.146 m** at the 95th percentile using National Digital Elevation Program (NDEP)/ASPRS Guidelines against the DEM using 10 VVA points.

Table 11: Non-Vegetated Vertical Accuracy

Non-vegetated Vertical Accuracy	Tested against Unclassified TIN		Tested against BE DEM	
	84 Reserved Ground Survey Points		84 Reserved Ground Survey Points	
Sample Size (n)				
Vertical Accuracy at 95% confidence level (RMSE*1.96)	0.074 m	0.243 ft	0.077 m	0.251 ft
Root Mean Square Error	0.038 m	0.124 ft	0.039 m	0.128 ft
Standard Deviation	0.036 m	0.119 ft	0.040 m	0.131 ft
Minimum Deviation	-0.073 m	-0.240 ft	-0.083 m	-0.272 ft
Maximum Deviation	0.113 m	0.371 ft	0.113 m	0.371 ft

Table 12: Vegetated Vertical Accuracy results

Vegetated Vertical Accuracy	Tested against BE DEM	
	82 Reserved Ground Survey Points	
Sample Size (n)		
Vertical Accuracy at 95th percentile	0.146 m	0.479 ft
Root Mean Square Error	0.063 m	0.206 ft
Standard Deviation	0.077 m	0.251 ft
Minimum Deviation	-0.084 m	-0.276 ft
Maximum Deviation	0.206 m	0.676 ft

Density

Pulse Density

Final pulse density is calculated after processing and is a measure of first returns per sampled area. Some types of surfaces (e.g., dense vegetation, water) may return fewer pulses than the laser originally emitted. Therefore, the delivered density can be less than the native density and vary according to terrain, land cover, and water bodies. Density histograms and maps have been calculated based on first return laser pulse density. Densities are reported for the entire study area.

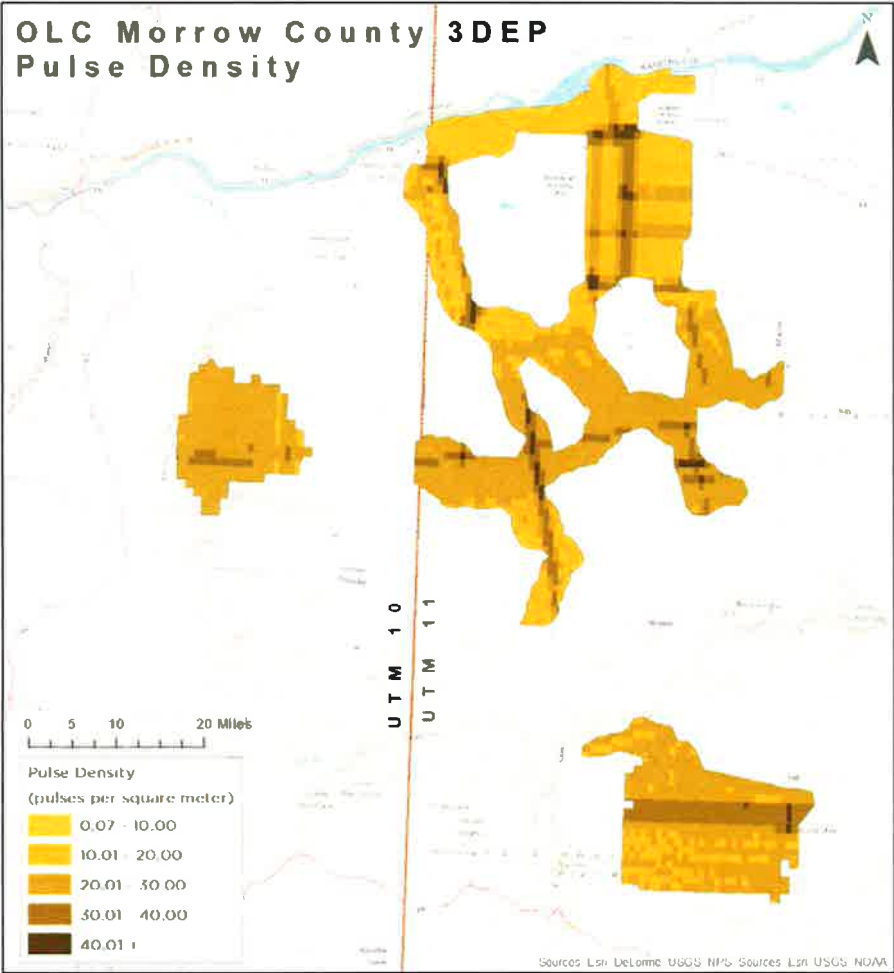


Table 13: Average pulse density

Average Pulse Density	pulses per square meter	pulses per square foot
	22.63	2.10

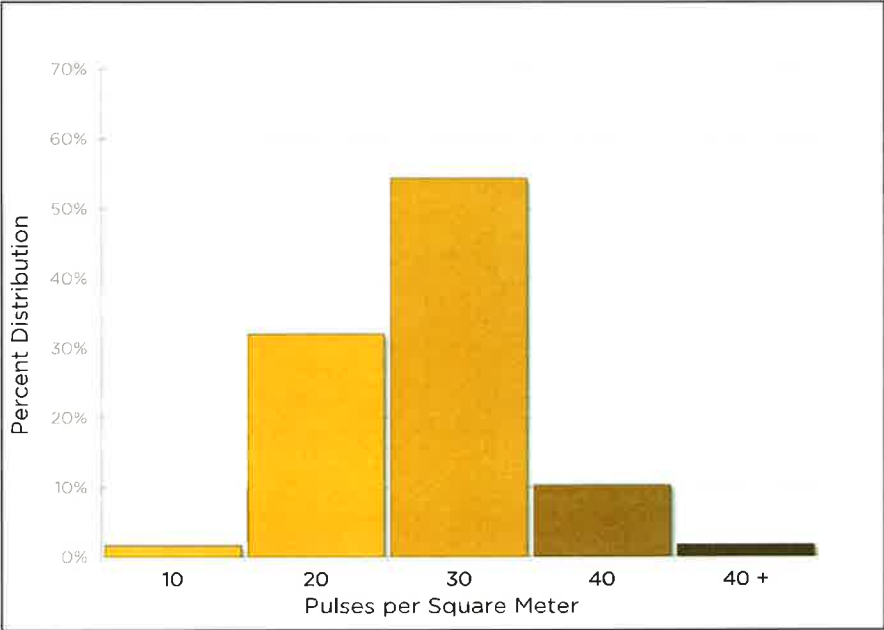


Figure 10: Average pulse density per 0.75' USGS Quad (color scheme aligns with density chart).

Ground Density

Ground classifications were derived from ground surface modeling. Further classifications were performed by reseeding of the ground model where it was determined that the ground model failed, usually under dense vegetation and/or at breaks in terrain, steep slopes, and at tile boundaries. The classifications are influenced by terrain and grounding parameters that are adjusted for the dataset. The reported ground density in Table 14 is a measure of ground-classified point data for the entire study area.

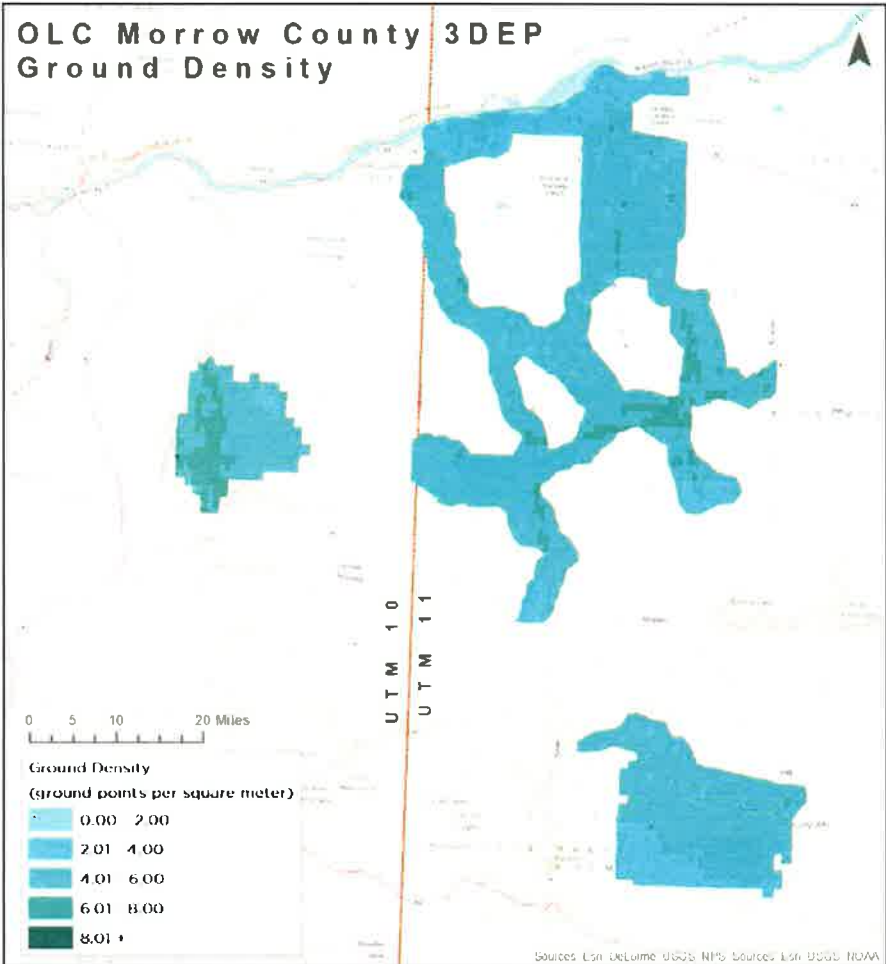


Table 14: Average ground density

Average Ground Density	points per square meter	points per square foot
	4.74	0.44

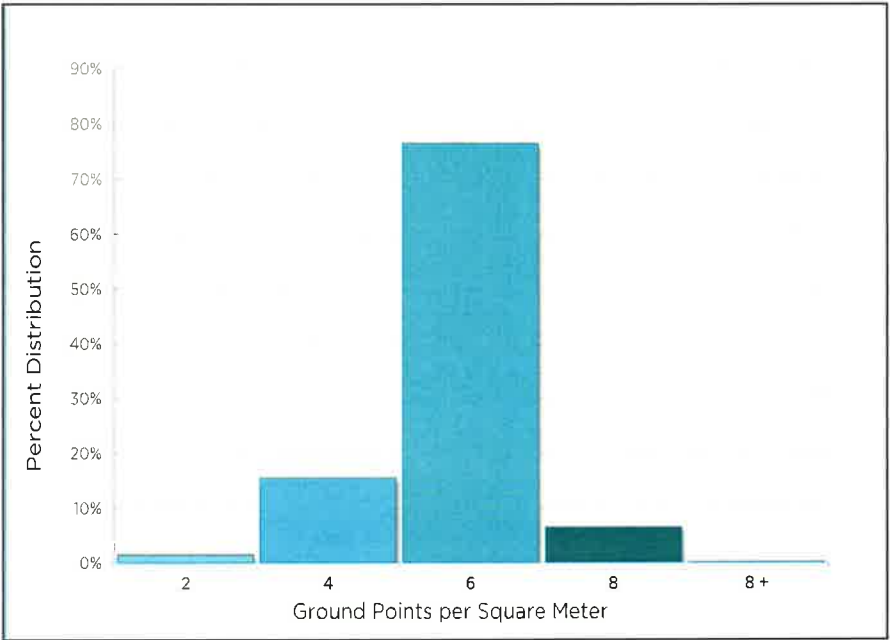


Figure 11: Average ground density per 0.75' USGS Quad (color scheme aligns with density chart).

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Appendix A : Certifications

Quantum Spatial, Inc. provided LiDAR services for the OLC Morrow 3DEP project as described in this report.

I, John English, have reviewed the attached report for completeness and hereby state that it is a complete and accurate report of this project.

John T English
John T English (Apr 5, 2019)

Apr 5, 2019

John English, PMP
Project Manager
Quantum Spatial, Inc.

I, Evon P. Silvia, being duly registered as a Professional Land Surveyor in and by the state of Oregon, hereby certify that the methodologies, static GNSS occupations used during airborne flights, and ground survey point collection were performed using commonly accepted Standard Practices. Field work conducted for this report was conducted between October 3 and November 15, 2018.

Accuracy statistics shown in the Accuracy Section of this Report have been reviewed by me and found to meet the "National Standard for Spatial Data Accuracy".

Evon P. Silvia

Apr 5, 2019

Evon P. Silvia, PLS
Quantum Spatial, Inc.
Corvallis, OR 97330

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Evon P. Silvia

OREGON
JUNE 10, 2014
EVON P. SILVIA
81104LS

EXPIRES: 06/30/2020

EXECUTIVE SUMMARY MEMORANDUM (ESM)
**Navy Region Northwest Fire & Emergency Services Wildland Assets at Naval Weapons Systems
Training Facility (NWSTF), Boardman**

NWSTF Boardman

- **OVERVIEW:** Navy Region Northwest Fire & Emergency Services currently maintains a Wild land fire program which covers all real property to include the range located in Boardman Oregon. The range at Boardman has 6 Active Duty Sailors who are permanently assigned full time to the facility. They are trained and equipped to provide wild land fire protection at the Firefighter 2 level and have equipment to support Operations.
- **BACKGROUND:** The range at Boardman has been with the Department of the Navy since after World War II when the Army turned the facility over to the Navy. The staffing of assigned personnel has changed many times since then but has remained at a constant for approximately ten years at six Active Duty Sailors who have multiple responsibilities to include range management and wild land fire protection. All assigned personnel attend the Central Oregon Fire Management Service Guard School at the BIAK Training Center receiving S130, S190, ICS 100 and L180 and are fully qualified at the wild land Firefighter 2 level. There are also four (4) Type 6 Brush trucks permanently stationed at the Boardman NWSTF which all meet NFPA 1906 requirements. These apparatuses all have 250-300 gallon tanks with 500 gallon per minute pumps delivering over the required 100 pounds per square inch. They carry over 300 feet of inch and one-half hose and 300 feet of one-inch hose. These apparatuses are permanently located at the range and have a regular service cycle that is handled by a local provider. There is also a Tractor with a disc implement at the facility that is capable of cutting a fire break; however, due to unexploded ordnance, historical, cultural and environmental preservation there are limitations on where fire line may be cut.
- Navy Region Northwest also has Mutual Aid Agreements with the Oregon Military Department, Yakima Training Center and Fairchild Air Force Base Fire Departments, which in the event of a large fire, will send available resources to the range to assist NWSTF Boardman in controlling and containing any fire. The Region will also deploy two Type 3 Wildland Engines with 4 staffed personnel when requested and two overhead positions for Command and Control.

Oregon Military Department Fire Program

- The Oregon Military Department is building a Wildland Fire Program at Umatilla. Currently approved for one fulltime Forest Officer and four fulltime Wildland Fire Suppression Specialists.
- Of the five FTE, four have been hired and the fifth is being recruited.
 - Approved to hire fourteen seasonal Wildland Fire Suppression Specialists.
- Of the 14 seasonals, one has been hired and the remaining are under recruitment. The goal is to have the seasonals hired by the end of April 2019.
- For apparatuses, currently there are two Type 4 engines, one Type 7 engine, and one Utility Terrain Vehicle on Umatilla.

- Recently received approval to buy two additional Type 4 engines.
- Of these, one will be fielded at Umatilla. It will take a year or so to have these built.
- Umatilla can also draw from additional OMD Wildland Fire staff and apparatuses as required from Biak Training Center (Redmond, OR), Najaf Training Center (Corvallis, OR), and Camp Rilea (Astoria, OR) as necessary (13 additional firefighters and 12 apparatuses).
- Developing plans that would allow us to tap into Army aviation assets located in Pendleton, OR during training events during high risk periods in order to have flight crews standing by.
- Mutual Aid Agreement in place with Umatilla County Fire District #1 to provide support to any National Guard Training events if needed. If the Guard is doing training at NWSTF Boardman, they will be on site throughout the training event to provide support.

Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 4, 2018-2019)

Year: 2018-2019 Last Quarter: 4th (April 1, 2019-June 30, 2019)
 Director: Unknown Report Date: July 17, 2019

Referral Stats: (Youth/Referrals)

Quarter: #1	Kids	22	Referrals	51 (27 runaways same kid)
Quarter: #2	Kids	20	Referrals	21
Quarter: #3	Kids	11	Referrals	24
Quarter: #4	Kids	16	Referrals	26
Year (7/1/18-6/30/19)	Kids	61	Referrals	113
Year (7/1/17-6/30/18)	Kids	77	Referrals	96
Year (7/1/16-6/30/17)	Kids	54	Referrals	61 <u>Record low</u>
Year (7/1/15-6/30/16)	Kids	86	Referrals	96
Year (7/1/14-6/30/15)	Kids	62	Referrals	78
Year (7/1/13-6/30/14)	Kids	68	Referrals	85
Year (7/1/12-6/30/13)	Kids	71	Referrals	79
Year (7/1/11-6/30/12)	Kids	91	Referrals	116
Year (7/1/10-6/30/11)	Kids	96	Referrals	123

Detention Stats:

@ \$180 per day

Quarter: #1	New Admits	4	New Law	2	PV/CR	2
Quarter: #2	New Admits	2	New Law	2	PV/CR	0
Quarter: #3	New Admits	1	New Law	1	PV/CR	1
Quarter: #4	New Admits	0	New Law	0	PV/CR	1

Total Detention Admissions (All Reasons)

2018-2019	8
2017-2018	9
2016-2017	9
2015-2016	13
2014-2015	15
2013-2014	16
2012-2013	15
2011-2012	14
2010-2011	30
2009-2010	16

Length of Stay by Quarter

Quarter: #1	10
Quarter: #2	8
Quarter: #3	16 (YCF Commit)
Quarter: #4	3

Length of Stay 2018-2019	37 days served (Not counting CEOJJC YCC referrals)
Length of Stay 2017-2018	157 days served (Not counting CEOJJC YCC Referral)
Length of Stay 2016-2017	265 days served <u>Record High</u>
Length of Stay 2015-2016	189 days served
Length of Stay 2014-2015	159 days served

Notes

LeAnn and Sherry attended at training in Pendleton on JCP Basic services changes. This was a free training on changes to the application process and how to use JJIS to track services.

LeAnn will be attending the SRO Conference at the end of July. This Conference has some great speakers that will provide valuable information. (See attached Conference schedule).

Sherry attended the CEOJJC meeting in May where a lot budget changes with OYA and Senate bills were discussed. Also

Referral numbers are somewhat high 113 for the 2018/2019 year, this is relatable to the Homestead kids that ran. We have received all of the police reports and are preparing to move forward.

For the 4th quarter we had 26 referrals and only 2 were for felony charges. There were a total of 16 violations, most which consisted of Tobacco and Marijuana offenses.

We have 2 Interstate Compact referrals, 1 from Washington and 1 from California. Both are somewhat serious cases.

Respectfully submitted by: Sherry Wright
Sherry Wright, Juvenile Probation Counselor

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Detention Stats:

@ \$180 per day

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Quarter: #2	New Admits	2	New Law	2	PV/CR	0
Quarter: #3	New Admits	1	New Law	1	PV/CR	1
Quarter: #4	New Admits	0	New Law	0	PV/CR	1

Total Detention Admissions (All Reasons)

2018-2019	8
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2016-2017	9
2015-2016	13
2014-2015	15
2013-2014	16
2012-2013	15
2011-2012	14
2010-2011	30
2009-2010	16

Length of Stay by Quarter

Quarter: #1	10
Quarter: #2	8
Quarter: #3	16 (YCF Commit)
Quarter: #4	3

Length of Stay 2018-2019	37 days served (Not counting CEOJJC YCC referrals)
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For the 4th quarter we had 26 referrals and only 2 were for felony charges. There were a total of 16 violations, most which consisted of Tobacco and Marijuana offenses.

We have 2 Interstate Compact referrals, 1 from Washington and 1 from California. Both are somewhat serious cases.

00057 - Allegation Report by Referral Received Date

Original Referral County: **Morrow**
 Start Date: **04/01/2019**
 End Date: **06/30/2019**

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Person														
Assault	1		0	1	0	0	0	1	0	0	0	0	0	0
Total	1		0	1	0	0	0	1	0	0	0	0	0	0
Property														
Burglary	2		1	1	0	1	1	0	0	0	0	0	2	0
Theft	2		1	1	0	1	1	0	0	0	0	0	2	0
Total	4		2	2	0	2	2	0	0	0	0	0	4	0
Public Order														
Disorderly Conduct	1		1	0	0	0	1	0	0	0	0	0	1	0
Harassment	1		0	1	0	1	0	0	0	0	0	0	1	0
Total	2		1	1	0	1	1	0	0	0	0	0	2	0
Substance/Alcohol														
Substance/Alcohol	1		0	1	0	0	0	1	0	0	0	0	1	0
Total	1		0	1	0	0	0	1	0	0	0	0	1	0
Total Criminal	8		3	5	0	3	3	2	0	0	0	0	7	1
%		30.8%	37.5%	62.5%	0.0%	37.5%	37.5%	25.0%	0.0%	0.0%	0.0%	0.0%	87.5%	12.5%
<u>Non-Criminal</u>														
Curfew														
Curfew	1		1	0	0	0	1	0	0	0	0	0	1	0
Total	1		1	0	0	0	1	0	0	0	0	0	1	0
Marijuana Offenses														
Marijuana Offenses	5		0	5	0	0	5	0	0	0	0	0	5	0
Total	5		0	5	0	0	5	0	0	0	0	0	5	0
Motor Vehicle														
Motor Vehicle	2		0	2	0	0	2	0	0	0	0	0	2	0
Total	2		0	2	0	0	2	0	0	0	0	0	2	0
Tobacco														
Tobacco	8		1	7	0	1	6	1	0	0	0	0	8	0
Total	8		1	7	0	1	6	1	0	0	0	0	8	0
Total Non-Criminal	16		2	14	0	1	14	1	0	0	0	0	16	0
%		61.5%	12.5%	87.5%	0.0%	6.3%	87.5%	6.3%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%
<u>Delinquency Other</u>														
Delinquency Other														
Delinquency Other	2		0	2	0	0	0	2	0	0	2	0	0	0
Total	2		0	2	0	0	0	2	0	0	2	0	0	0

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
Delinquency Other														
Total Delinquency Other	2		0	2	0	0	0	2	0	0	2	0	0	0
%		7.7%	0.0%	100.0	0.0	0.0	0.0	100.0	0.0	0.0	100.0	0.0	0.0	0.0
Totals Allegations	26		5	21	0	4	17	5	0	0	2	0	23	1
%			19.2%	80.8	0.0	15.4	65.4	19.2	0.0	0.0	7.7	0.0	88.5	3.8

Unduplicated Count of Referrals 18

Unduplicated Count of Youth 16

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Type Code by ORS Class Code

	A	B	C	D	U	None	Total Allegations
Felony	0	0	2	0	0	0	2
Misdemeanor	4	2	0	0	0	0	6
Violation	0	7	0	8	1	0	16
Other	0	0	0	0	0	2	2
Total Allegations	4	9	2	8	1	2	26

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Chapter by ORS Type Code

	Felony	Misdemeanor	Violation	Other	Total Allegation
Person	0	1	0	0	1
Property	2	2	0	0	4
Public Order	0	2	0	0	2
Substance/Alcohol	0	1	0	0	1
Curfew	0	0	1	0	1
Marijuana Offenses	0	0	5	0	5
Motor Vehicle	0	0	2	0	2
Tobacco	0	0	8	0	8
Other	0	0	0	2	2
Total Allegations	2	6	16	2	26

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

The information in this section is the selection/filtering criteria for the report. There is a 250 character limit to this field. If the selection/filtering criteria is larger than 250 characters, go to the Select Expert and click "show formula" and do a screen print.

00057 - Allegation Report by Referral Received Date

Last Fiscal Year

Original Referral County: Morrow
Start Date: 07/01/2018
End Date: 06/30/2019

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Person														
Assault	12		7	5	0	3	6	3	0	0	2	0	9	
Sex Offense	2		0	2	0	2	0	0	0	0	2	0	0	
Total	14		7	7	0	5	6	3	0	0	4	0	9	
Property														
Arson	2		0	2	0	0	2	0	0	0	0	0	0	
Burglary	9		1	8	0	1	5	3	0	0	0	3	2	
Criminal Mischief	5		0	5	0	0	4	1	0	0	0	0	1	
Criminal Trespass	11		1	10	0	0	7	4	0	0	0	6	1	
Theft	24		3	21	0	4	14	6	0	0	2	8	6	
Total	51		5	46	0	5	32	14	0	0	2	17	10	2
Public Order														
Disorderly Conduct	11		7	4	0	2	7	2	0	0	1	0	8	
Harassment	11		5	6	0	3	6	2	0	0	0	0	9	
Total	22		12	10	0	5	13	4	0	0	1	0	17	
Substance/Alcohol														
Substance/Alcohol	1		0	1	0	0	0	1	0	0	0	0	1	
Total	1		0	1	0	0	0	1	0	0	0	0	1	
Criminal Other														
Criminal Other	18		1	17	0	0	6	12	0	0	3	1	10	
Total	18		1	17	0	0	6	12	0	0	3	1	10	
Total Criminal	106		25	81	0	15	57	34	0	0	10	18	47	3
%		60.9%	23.6%	76.4%	0.0%	14.2%	53.8%	32.1%	0.0%	0.0%	9.4%	17.0%	44.3%	29.1%
<u>Non-Criminal</u>														
Alcohol/MIP														
Alcohol/MIP	3		3	0	0	0	1	2	0	0	0	0	3	
Total	3		3	0	0	0	1	2	0	0	0	0	3	
Curfew														
Curfew	1		1	0	0	0	1	0	0	0	0	0	1	
Total	1		1	0	0	0	1	0	0	0	0	0	1	
Marijuana Offenses														
Marijuana Offenses	13		0	13	0	1	8	4	0	0	2	0	10	
Total	13		0	13	0	1	8	4	0	0	2	0	10	
Motor Vehicle														
Motor Vehicle	8		0	8	0	2	4	2	0	0	0	0	8	
Total	8		0	8	0	2	4	2	0	0	0	0	8	

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Type Code by ORS Class Code

	A	B	C	D	U	None	Total Allegations
Felony	0	1	18	0	0	0	19
Misdemeanor	48	21	18	0	0	0	87
Violation	0	23	1	13	1	0	38
Dependency Status	0	0	0	0	0	27	27
Other	0	0	0	0	0	3	3
Total Allegations	48	45	37	13	1	30	174

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Chapter by ORS Type Code

	Felony	Misdemeanor	Violation	Dependency Status	Other	Total Allegation
Person	3	11	0	0	0	14
Property	13	38	0	0	0	51
Public Order	1	21	0	0	0	22
Substance/Alcohol	0	1	0	0	0	1
Criminal Other	2	16	0	0	0	18
Alcohol/MIP	0	0	3	0	0	3
Curfew	0	0	1	0	0	1
Marijuana Offenses	0	0	13	0	0	13
Motor Vehicle	0	0	8	0	0	8
Tobacco	0	0	13	0	0	13
Dependency Status Offense	0	0	0	27	0	27
Other	0	0	0	0	3	3
Total Allegations	19	87	38	27	3	174

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

The information in this section is the selection/filtering criteria for the report. There is a 250 character limit to this field. If the selection/filtering criteria is larger than 250 characters, go to the Select Expert and click "show formula" and do a screen print.

00058a - Referral Report by Referral Received Date

Original Referral County: **Morrow**
 Start Date: **07/01/2018**
 End Date: **06/30/2019**

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Alcohol														
Prohibitions	1		0	1	0	0	0	1	0	0	0	0	1	0
Total	1		0	1	0	0	0	1	0	0	0	0	1	0
Cosmetic Professionals														
Body Art Practitioners	1		0	1	0	0	0	1	0	0	1	0	0	0
Total	1		0	1	0	0	0	1	0	0	1	0	0	0
Fraud/Decp														
Misc. Fraud or Deception	1		0	1	0	0	0	1	0	0	0	0	1	0
Total	1		0	1	0	0	0	1	0	0	0	0	1	0
Person														
Assault	12		7	5	0	3	6	3	0	0	2	0	9	1
Sex Offense	1		0	1	0	1	0	0	0	0	1	0	0	0
Total	13		7	6	0	4	6	3	0	0	3	0	9	1
Property														
Arson	2		0	2	0	0	2	0	0	0	0	0	0	2
Burglary	7		1	6	0	1	4	2	0	0	0	2	2	3
Criminal Mischief	3		0	3	0	0	3	0	0	0	0	0	0	3
Criminal Trespass	3		1	2	0	0	1	2	0	0	0	1	1	1
Theft	11		1	10	0	2	7	2	0	0	1	3	4	3
Total	26		3	23	0	3	17	6	0	0	1	6	7	12
Public Order/Firearm/Weapons/Racketeering														
Disorderly Conduct	3		2	1	0	0	3	0	0	0	0	0	2	1
Harassment	5		0	5	0	1	2	2	0	0	0	0	3	2
Total	8		2	6	0	1	5	2	0	0	0	0	5	3
Rules of the Road for Drivers														
Accidents	3		0	3	0	0	0	3	0	0	0	0	2	1
Obeying Police	1		0	1	0	0	0	1	0	0	1	0	0	0
Total	4		0	4	0	0	0	4	0	0	1	0	2	1
State/Public Justice														
Obstret Gvmt Admin	2		1	1	0	0	2	0	0	0	0	0	2	0
Total	2		1	1	0	0	2	0	0	0	0	0	2	0
<u>Total Criminal</u>														
Total	56		13	43	0	8	30	18	0	0	6	6	27	17
%		49.6%	23.2%	76.8	0.0	14.3	53.6	32.1	0.0	0.0	10.7	10.7	48.2	30.4

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Non-Criminal</u>														
Alcohol														
Prohibitions	3		3	0	0	0	1	2	0	0	0	0	3	0
Total	3		3	0	0	0	1	2	0	0	0	0	3	0
Cannabis Regulation														
Penalties	12		0	12	0	1	8	3	0	0	2	0	10	0
Total	12		0	12	0	1	8	3	0	0	2	0	10	0
Driving Privileges, Licenses and Permits														
Requirement	2		0	2	0	0	2	0	0	0	0	0	2	0
Total	2		0	2	0	0	2	0	0	0	0	0	2	0
Juvenile Code: Delinquency														
Curfew	1		1	0	0	0	1	0	0	0	0	0	1	0
Total	1		1	0	0	0	1	0	0	0	0	0	1	0
Public Health/Decency/Animals														
Tobacco	9		3	6	0	2	3	4	0	0	2	0	6	1
Total	9		3	6	0	2	3	4	0	0	2	0	6	1
Rules of the Road for Drivers														
General Driving Rules	1		0	1	0	1	0	0	0	0	0	0	1	0
Total	1		0	1	0	1	0	0	0	0	0	0	1	0
Total Non-Criminal	28		7	21	0	4	15	9	0	0	4	0	23	1
%		24.8%	25.0%	75.0	0.0	14.3	53.6	32.1	0.0	0.0	14.3	0.0	82.1	3.6
<u>Delinquency Other</u>														
Juvenile Code: Delinquency														
Interstate Compact	1		0	1	0	0	0	1	0	0	1	0	0	0
Total	1		0	1	0	0	0	1	0	0	1	0	0	0
Other Jurisdiction														
Other	1		0	1	0	0	1	0	0	0	0	0	0	1
Total	1		0	1	0	0	1	0	0	0	0	0	0	1
Total Delinquency Other	2		0	2	0	0	1	1	0	0	1	0	0	1
%		1.8%	0.0%	100.0	0.0	0.0	50.0	50.0	0.0	0.0	50.0	0.0	0.0	50.0
<u>Dependency Status Offense</u>														
Dependency Status Offense														
Runaway	27		1	26	0	0	1	26	0	0	0	0	1	26
Total	27		1	26	0	0	1	26	0	0	0	0	1	26
Total Dependency Status Offense	27		1	26	0	0	1	26	0	0	0	0	1	26
%		23.9%	3.7%	96.3	0.0	0.0	3.7	96.3	0.0	0.0	0.0	0.0	3.7	96.3
Totals Referrals														
	113		21	92	0	12	47	54	0	0	11	6	51	45
%			18.6%	81.4	0.0	10.6	41.6	47.8	0.0	0.0	9.7	5.3	45.1	39.8

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

Unduplicated Count of Youth

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Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Type Code by ORS Class Code

	A	B	C	D	U	None	Total Referrals
Felony	0	1	16	0	0	0	17
Misdemeanor	25	7	7	0	0	0	39
Violation	0	18	0	9	1	0	28
Dependency Status	0	0	0	0	0	27	27
Other	0	0	0	0	0	2	2
Total Referrals	25	26	23	9	1	29	113

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Chapter by ORS Type Code

	Felony	Misdemeanor	Violation	Dependency Status	Other	Total Referrals
Alcohol	0	1	3	0	0	4
Cannabis Regulation	0	0	12	0	0	12
Cosmetic Professionals	0	1	0	0	0	1
Dependency Status Offense	0	0	0	27	0	27
Driving Privileges, Licenses and Permits	0	0	2	0	0	2
Fraud/Decp	1	0	0	0	0	1
Juvenile Code: Delinquency	0	0	1	0	1	2
Other Jurisdiction	0	0	0	0	1	1
Person	3	10	0	0	0	13
Property	11	15	0	0	0	26
Public Health/Decency/Animals	0	0	9	0	0	9
Public Order/Firearm/Weapons/Racketeering	1	7	0	0	0	8
Rules of the Road for Drivers	1	3	1	0	0	5

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown
	Felony	Misdemeanor or	Violation	Dependency Status	Other	Total Referrals							
State/Public Justice	0	2	0	0	0	2							
Total Referrals	17	39	28	27	2	113							

Dependency Status Offenses: Not all counties enter dependency status referrals.

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

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00220a - Detention Length of Stay by Demographics-Current Juris.

Based on Release Date

Begin Date: 04/01/2019

End Date: 06/30/2019

Admission Reason	Total		Length of Stay		Sex			Age at Admission				Race/Ethnicity					
	Total Admits	% of Admits	Days of Custody	Average LOS	Female	Male	Unknown	<= 12	13 - 15	16 - 17	18+	African Am.	Asian	Hispanic	Native Am.	Other/Unkn.	White
2019 Detention Length of Stay by Demographics																	
<u>Morrow - Current Jurisdiction</u>																	
Warrant and Other 1 - 3 Days	1	100.0%	3		0	1	0	0	0	1	0	0	0	0	0	1	0
Total Warrant and Other	1		3	3.0	0	1	0	0	0	1	0	0	0	0	0	1	0
%					0%	100.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.00	100.0	0.0	
Warrant and Other % of County Total		100.0%															
Total Admissions for Morrow	1		3	3.0	0	1	0	0	0	1	0	0	0	0	1	0	
%					0.0%	100.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	100.0	0.0	
Morrow % of Statewide Total		0.1%			0.0%	0.1	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.1	0.0	

00216a - Detention Admission Reasons by Demographics-Current Juris.

Based on Admission Date

Begin Date: 01/01/2018

End Date: 12/31/2018

Admission Reason	Total	%	Sex			Age at Admission				Race/Ethnicity					
			Female	Male	Unknown	12 and Younger	13 - 15	16 - 17	18 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
2018 Detention Admission Reasons by Demographics															
<u>Morrow County - Current Jurisdiction</u>															
Pre Adjudicatory															
New Law Violation	7	77.8%	0	7	0	0	6	1	0	0	0	1	0	1	5
Probation Violation	1	11.1%	0	1	0	0	1	0	0	0	0	0	0	0	1
Violation of Conditional Release	1	11.1%	0	1	0	0	1	0	0	0	0	0	0	0	1
Total Pre Adjudicatory	9		0	9	0	0	8	1	0	0	0	1	0	1	7
%			0%	100.0	0.0	88.9	11.1	0.0		0.0	0.0	11.1	0.0	11.1	77.8
Pre Adjudicatory % of County Total	90.0%														
Warrant and Other															
Warrant	1	100.0%	0	1	0	0	0	1	0	0	0	0	0	1	0
Total Warrant and Other	1		0	1	0	0	0	1	0	0	0	0	0	1	0
%			0%	100.0	0.0	0.0	100.0	0.0		0.0	0.0	0.0	0.0	100.0	0.0
Warrant and Other % of County Total	10.0%														
Total Admissions for Morrow	10		0	10	0	0	8	2	0	0	0	1	0	2	7
%			0.0%	100.0	0.0	0.0	80.0	20.0	0.0	0.0%	0.0	10.0	0.0	20.0	70.0
Morrow % of Statewide Total	0.2%		0.0%	0.2	0.0	0.0	0.2	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.1

00220a - Detention Length of Stay by Demographics-Current Juris.

Based on Release Date

Begin Date: 01/01/2018
End Date: 12/31/2018

Admission Reason	Total		Length of Stay		Sex			Age at Admission				Race/Ethnicity					
	Total Admits	% of Admits	Days of Custody	Average LOS	Female	Male	Unknown	<= 12	13 - 15	16 - 17	18+	African Am.	Asian	Hispanic	Native Am.	Other/Unkn.	White
2018 Detention Length of Stay by Demographics																	
<u>Morrow - Current Jurisdiction</u>																	
Pre Adjudicatory																	
Non-BM11																	
1 - 3 Days	5	50.0%	8	6.3	0	5	0	0	5	0	0	0	0	0	0	1	4
4 - 8 Days	3	30.0%	17	6.3	0	3	0	0	3	0	0	0	0	0	0	0	3
9 - 30 Days	2	20.0%	38	6.3	0	2	0	0	0	2	0	0	1	0	0	0	1
Total Non-BM11	10		63	6.3	0	10	0	0	8	2	0	0	0	1	0	1	8
Total Pre Adjudicatory	10		63	6.3	0	10	0	0	8	2	0	0	0	1	0	1	8
%					0 %	100.0	0.0	0.0	80.0	20.0	0.0	0.0	0.0	10.0	0.00	10.0	80.0
Pre Adjudicatory % of County Total																	
Warrant and Other																	
1 - 3 Days	1	100.0%	1	1.0	0	1	0	0	0	1	0	0	0	0	0	1	0
Total Warrant and Other	1		1	1.0	0	1	0	0	0	1	0	0	0	0	0	1	0
%					0 %	100.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.00	100.0	0.0	0.0
Warrant and Other % of County Total																	
Total Admissions for Morrow	11		64	5.8	0	11	0	0	8	3	0	0	0	1	0	2	8
%					0.0%	100.0	0.0	0.0	72.7	27.3	0.0	0.0	0.0	9.1	0.0	18.2	72.7
Morrow % of Statewide Total																	
		0.2%			0.0%	0.2	0.0	0.0	0.2	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.2

00217a - Detention Length of Stay by Admission Reason-Current Juris.

Begin Date: 01/01/2018
End Date: 12/31/2018

Based on Admission Date

Admission Reason	Total	%	Length of Stay						
			1 - 3 Days	4 - 8 Days	9 - 30 Days	31 - 59 Days	60 - 89 Days	90 + Days	Not Released
<u>Morrow County - Current Jurisdiction</u>									
Pre Adjudicatory									
New Law Violation	7	77.8%	4	2	1	0	0	0	0
Probation Violation	1	11.1%	1	0	0	0	0	0	0
Violation of Conditional Release	1	11.1%	0	1	0	0	0	0	0
Total Pre Adjudicatory	9		5	3	1	0	0	0	0
%			55.6%	33.3	11.1	0.0	0.0	0.0	0.0
Pre Adjudicatory % of County Total	90.0%								
Warrant and Other									
Warrant	1	100.0%	1	0	0	0	0	0	0
Total Warrant and Other	1		1	0	0	0	0	0	0
%			100.0%	0.0	0.0	0.0	0.0	0.0	0.0
Warrant and Other % of County Total	10.0%								
Total Admissions for Morrow									
%	10		6	3	1	0	0	0	0
			60.0%	30.0	10.0	0.0	0.0	0.0	0.0
Morrow % of Statewide Total	0.2%		0.1%	0.1	0.0	0.0	0.0	0.0	0.0

"Educators and Law Enforcement: Bridging the Future Together"

Instructor Biographies / Class Descriptions



JERMAINE GALLOWAY "TALL COP"
"High in Plain Sight"

You asked us to bring him back and we listened. OSROA is pleased to welcome Jermaine Galloway to our conference. Jermaine's unique and ever-changing presentation will cover drug and alcohol trends including: drug clothing, stash compartments, underage drinking, vaping, synthetic drugs, marijuana concentrates, marijuana extraction labs, electronic dance music events, inhalants, fake ID's, party drugs, over-the-counter drugs, cough medicines, designer drugs, the influence of drug legalization, marijuana edibles, drug concealment methods and concealment products, drug paraphernalia, alcohol, logos, and identifiers. This session will be tailored to our state and is not to be missed.



DR. BERNARD JAMES
"School Law & Policy"

Dr. Bernard James is a Professor of Law at Pepperdine University. He teaches courses in Civil Rights, Federalism, Individual Rights, Education Law, State Constitutional Law and Introduction to American Law. Bernie also serves as a senior consultant to the US Department of Justice and he is the contributing legal editor to the NASRO Journal of School Safety. Dr. James teaches annually at the NASRO conference. His interactive presentation will cover the most current updates regarding Legal Issues, Search and Seizure, Immigration, Students' Rights and much more. Please join us as we welcome Dr. James back to our 2019 School Safety Conference.



RUDY PEREZ
"Preventing the Tipping Point Utilizing Technology"

Detective Rudy Perez is a 17-year veteran of the Los Angeles School Police Department and the Second Vice President of the National Association of School Resource Officers. He works as a patrol sergeant in downtown LA. Rudy will describe how LASPD is using technology in a proactive way to prevent violent actions against the school environment and community. His presentation will include mental health cases and the "evolution of radicalization" that has become more prevalent in recent years. Sgt. Perez will teach SRO's and school staff how to monitor social media and phone applications, and how to use the information obtained as a threat assessment tool. He holds a Bachelor's Degree in Criminal Justice Management and has completed dozens of specialized and advanced officer training courses.



SHERRI CORONADO
"Dynamics of Autism: The Law Enforcement Perspective"

For students with Autism Spectrum Disorder (ASD) learning to interact with first responders is critical. It is just as essential for School Resource Officers to have an understanding of Autism and to be prepared to respond effectively and safely to situations involving students on the spectrum. OSROA is pleased to welcome Corporal Sherri Coronado as a keynote presenter for our 2019 School Safety Conference. Even those with experience working with kids on the spectrum will learn something as Sherri brings her experience as both a law enforcement officer and as the parent of an Autistic child.



PAUL COUGHLIN
"The Real World and Real Solutions to Adolescent Bullying"

Paul Coughlin founded "The Protectors" in 2005 out of personal experience and a unique understanding into a fundamental weakness of existing anti-bullying programs. Unlike traditional efforts that focus on reforming the bully, Paul focuses on the potential strength and rescuing capacity of bystanders. Paul dispels the myths about bullying and will help us to inspire children who bully to employ their power in life-affirming directions instead. Paul is a Fox News analyst and contributor. He has authored eight books, including the resource, "Raising Bully-Proof Kids," and his anti-bullying curriculum is used throughout the world. OSROA is excited to welcome Paul to our conference.



LT. BRIAN MURPHY
"Sikh Temple Debrief"

Lt. Murphy began his law enforcement career in 1980 in the U.S. Marines where he served until 1985. He then served 5 years as a security officer at the United Nations. In 1990, Lt. Murphy started with the Jefferson, WI, Sheriff's Department for one year before joining the Oak Creek Police Department. There, he has served for over 22 years and was a member of the OCPD Emergency Response Unit from 1992-2009. He was an entry team member, explosive breacher, and ERU team leader. Lt. Murphy holds a Bachelor of Science in Criminal Justice and a Master of Science degree in Organizational Leadership from Marian University. In August 2012, Lt. Murphy was the first responding officer to the Sikh Temple massacre which left 6 dead and another 3 wounded. Lt. Murphy was shot 15 times during the gunfight. Lt. Murphy has been recognized on a state and national level for his actions.

REGISTRATION INFO

2019 OSROA Annual School Safety Conference

When: 07-28-2019 / 6:00 pm – 8:00 pm
 07-29-2019 / 8:00 am – 5:00 pm
 07-30-2019 / 8:00 am – 3:00 pm
 07-31-2019 / 8:00 am – 12:00 pm

Where: Mountain Hood Resort
 68010 East Fairway Avenue
 Welches, Oregon, OR 97067

Cost: \$249 if paid by 6/15; \$269 after 6/15

Register: www.osroa.net

Contact: contact.osroa@yahoo.com

Lodging: \$139 + tax – Standard Room
 \$159 + tax – Fireside Room
 \$99 + tax – *Croft Room (not updated)*
 Contact Mount Hood Resort directly at (503) 622-3101 for reservations
Ask for the OSROA group rate

Cancellations will incur the following fees:
 Up to July 1st: no charge
 July 1 – July 19: \$25 processing fee
 July 20 – July 26: \$100 processing fee
 July 27 and beyond: No refund

EDUCATORS AND ADMINISTRATORS:



OSROA and Southern Oregon University are again partnering to offer our conference as part of a 3-credit school safety class that will fulfill an elective in your **Masters of Education** or **Continuing Administrator Licensure** Program. Credits will easily transfer within the Oregon University System. Course details are available through OSROA's school representative, Aaron Luksich. Email him directly aaron.luksich@medford.k12.or.us or take a look at www.osroa.net for details. The biggest requirement is attendance! Last year's course was very successful. We are thrilled to partner with SOU to make this post-graduate college credit available!



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

(For BOC Use)
Item #
6d

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

Presenter at BOC: Anita Pranger
Department: The Loop Morrow Co Transportation
Short Title of Agenda Item: Quarterly Report
(No acronyms please)

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: July 17, 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 Quarterly 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:
Anita Pranger 7-11-2019 Department Director Required for all BOC meetings
[Signature] 7/19/19 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):

ODOT Rail and Public Transit has received a grant for a pilot project to assess transportation programs that need technology for their programs to decide which technology would be best for that program. Morrow County was selected one of the programs to receive the assessment. I have met with Kevin Chambers of Full Path Transit Technology & Trillium Solutions out of Portland and visited with him a couple of times on the phone. He has done a draft document and hopes to have a final document at the end of July. This document will hopefully help me decide what kind of vehicle on board technology would work best in The Loop Morrow County Transportations vehicles.

May 22 and 23 the program had an RLS Federal Review. The final document had 14 compliance findings. I have 60 days to complete all of the findings with the start of the 60 days was on July 1, 2019. Several of the issues that need to be completed have to do with the website. The program needs a maintenance plan and a procurement policy. The Passenger Service and Operational Guidelines Manual and the Coordinated Human Services Plan needs to be updated. Also a couple of Financial issues that I am working with Kate on.

2. FISCAL IMPACT:

None

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

None

Attach additional background documentation as needed.



MORROW COUNTY SHERIFF

325 Willow View Drive :- P.O. Box 159
 Heppner, OR 97836
 Phone: (541)676-5317
 Fax: (541)676-5577

Kenneth W. Matlack, Sheriff
 John A. Bowles, Undersheriff

MEMORANDUM

Morrow County Sheriff's Office

Date: 07-01-2019

To: Morrow County Board of Commissioners

From: John A. Bowles, Undersheriff

Re: 4th. Quarter Emergency Management Report (Apr-Jun)

Recent activities regarding Morrow County Emergency Management.

1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, and preparedness).
2. Ham Radio Net Check every Sunday
3. EMPG Billing Apr-\$2,638.00
 May-\$2,924.00
 Jun- \$ 897.13
4. **Apr 02/ 2019**, 2019 Spring Natural Hazards Mitigation Plan Meeting.
5. **Apr 03/ 2019**, Community Wildfire Protection Plan Meeting.
6. **Apr 10/ 2019**, Active Shooter/ Active Threat Presentation at IJC.
7. **Apr 11/ 2019**, Parks Committee Meeting.
8. **Apr 12/ 2019**, Search and Rescue for a male lost and stuck in the snow on the 21 Road.
9. **Apr 23/ 2019**, AlertSense Refresher Training.
10. **Apr 24/ 2019**, Community Wildfire Protection Plan Meeting.
11. **Apr 26/ 2019**, Senior and Disabled Persons Fair in Ione.
12. **May 04/ 2019**, EOSAR Drone searching skills training in Baker.
13. **May 13-15/ 2019**, LEPC Conference in Pendleton.
14. **May 16/ 2019**, OEMA meeting in Pendleton.
15. **May 23/ 2019**, NOAA South Morrow County Flash Flood Tabletop Exercise.
16. **May 30/ 2019**, Annual U.S. DOE Hanford Exercise.
17. **Jun 02/ 2019**, Fatal MVA on I-84 MP 175 and follow-up investigation.
18. **Jun 03/ 2019**, Attended autopsy in Clackamas regarding the fatal on I-84.
19. **Jun 04/ 2019**, Meeting with SFC Steve Freeland with the Oregon National Guard at MCSO.
20. **Jun 06/ 2019**, Meeting with SFC Steve Freeland and other National Guard Staff at UCSO.
21. **Jun 09/ 2019**, Updated Active Shooter/ Active Threat presentation.
22. **Jun 10/ 2019**, Working on reporting.
23. **Jun 11/ 2019**, Sent off the 2019-2020 EMPG Grant Application.
24. **Jun 26/ 2019**, Meeting with Radio Data District- over an emergency communications study at UCSO.
25. **Jun 27/ 2019**, Meeting on the Willow Creek Dam at the Bartholomew Building in Heppner.

All MCSO staff have completed ICS 100, 200, 700, 800.

Supervisory staff is working on completing ICS 300, 400 and have completed Search and Rescue Training. Having a trained and informed staff has been a big help when working major incidents. Incidents that involve many agencies and jurisdictions.

Public Comment Deadline Extension and Transcripts Available on Proposed Boardman to Hemingway Transmission Line

On May 22, 2019 the Oregon Department of Energy (Department) issued a draft proposed order (DPO) for the proposed Boardman to Hemingway Transmission Line. From June 18, 2019 to June 27, 2019 the Department and the Energy Facility Siting Council (EFSC) held a series of public hearings on the DPO in each of the five counties that the proposed facility crosses.

Public Comment Deadline Extension

In response to requests made by the public at the June 26, 2019 hearing in Pendleton, EFSC extended the public comment period from July 23, 2019 to August 22, 2019.

Transcripts Available

Each of the public hearings on the DPO was recorded by a certified court reporter and the verbatim transcripts of each of the hearings are available for viewing and downloading at the project webpage.

The transcripts, DPO and complete application with additional information errata sheets are available to download and view from the Department website at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx>.

Additional Contact Information:

For additional questions about the Boardman to Hemingway Transmission Line or the EFSC review process, please contact the siting analyst at the contact information provided below:

Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
550 Capitol St N.E.
Salem, OR 97301
Phone: (503) 373-0214
Email: Kellen.Tardaewether@oregon.gov

You received this announcement either because you previously signed up for email updates through GovDelivery related to specific siting projects, or all Energy Facility Siting Council activities (the "General List"). You will automatically receive all future announcement and notices on this facility per your request or GovDelivery choices, unless you unsubscribe via GovDelivery or by contacting the Department.

 SHARE

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For questions about the content of this message, please contact us at AskEnergy@Oregon.gov.

Economic summit to explore Eastern Oregon's opportunities and potential

HERMISTON, Oregon – The inaugural Eastern Oregon Economic Summit will offer in-depth discussion about factors affecting rural Oregon's economy, from the impacts of legislation enacted during the 2019 session to changes in technology, demographics and environmental resources.

The summit, hosted by the Eastern Oregon Women's Coalition, and sponsored by Eastern Oregon businesses and associations, is Friday, July 26 from 8:30 a.m. to 5:00 p.m. at Hermiston High School, 600 S. First St., Hermiston. It is for private and public sector leaders throughout Eastern Oregon interested in learning how to tap into the growth and potential of the regional economy.

Industry experts and state and federal lawmakers will be the speakers, providing updates on current legislation and economic trends with an emphasis on leveraging Eastern Oregon's growing economy to develop a stronger voice in Salem and beyond. U.S. Rep. Greg Walden (R-Oregon), state representatives from Eastern Oregon and leaders from sawmill operator Woodgrain Millworks and aerospace developer PAE ISR will be featured speakers.

Afternoon discussion panels led by state and industry experts will focus on:

- Navigating public contracts, land use rules and Oregon's new business tax
- Meeting housing and workforce needs
- Understanding water, forest and wildlife management
- Recruiting businesses interested in relocation
- Making the most of expanding broadband capabilities
- Influencing state and federal policy

Registration is required. To register for the summit and accommodations and view a full list of topics, visit www.easternoregonsummit.com.

**Eastern Oregon Economic Summit
Friday, July 26, 8:30 a.m. to 5 p.m.
Hermiston High School, 600 S. First St., Hermiston**



LEGISLATIVE WINS

2019 OREGON LEGISLATIVE SESSION

UNITED COUNTIES. UNITED OREGON.

ASSOCIATION OF OREGON COUNTIES | WWW.OREGONCOUNTIES.ORG

Executive Summary

After a tumultuous Session with twists and turns, and plenty of partisan animosity, the Legislature was able to pass final budget bills and move the Session to a close hours before the constitutionally mandated sine die of June 30 at 11:59pm.

A number of ambitious bills were passed, including a gross receipts tax on corporations for education funding ([HB 3427](#)), modest Public Employees Retirement System (PERS) reform ([SB 1049](#)), paid family leave ([HB 2005](#)), a tobacco tax being sent to voters in 2020 ([HB 2270](#)), an increase in the 9-1-1 tax ([HB 2449](#)), a first-in-the-nation statewide rent control ([SB 608](#)), limitations on single-family zoning ([HB 2001](#)), and drivers licenses for undocumented immigrants ([HB 2015](#)). And, of course, one bill that didn't pass, cap and trade ([HB 2020](#)), died after the Senate Republicans left the state to protest the vote, but will undoubtedly return in the short session (or even potentially as an executive order from Governor Brown).

For counties, this was a hit-and-miss session. There were many successful outcomes, whether it was funding for new courthouses, increased land use opportunities in Eastern Oregon, election reforms, the last-minute death of a bad court fee bill, and stopping dozens of truly bad bills, among many others. At the same time, there were also some disappointments. Budgets for community corrections and community mental health were on the low side, the Regional Infrastructure Fund within Regional Solutions received no funding at all, and priority bills on video lottery, rural Accessory Dwelling Units (ADUs), building codes, and housing technical assistance did not make it to the finish line.

As with any session, we know incremental change is a win, and AOC staff will be engaged in continuous education on services and needs of counties for new and incumbent legislators. We will continue to strengthen the state-county partnership and hope to see outcomes improve in 2020 and beyond.

In the pages that follow, please find an overview of the AOC legislative wins for the 2019 Session. The summaries encompass not only identified priorities on AOC's short list, but also other key policies and budgetary wins that will impact AOC members.

2019 Priorities

General Government

Priority: Support Public Employee Retirement System (PERS) Reforms

AOC Position: AOC supports legislation to further address the Public Employee Retirement System (PERS) and its Unfunded Actuarial Liability (UAL), including, but not limited to, prospective employee cost sharing, benefit equalization between Tier 1/2 and Oregon Public Service Retirement (OPSRP), more local options, and a new Tier 4 defined contribution plan.

Outcome: *Moderate Reforms to PERS, Burden to Local Government Reduced*

Highlights:

- Some Employee Cost Sharing
- Contributions to Employer Incentive Fund (EIF) for PERS Side Accounts
 - \$100 million -General Funds- one-time contribution
 - Dedication of new lottery sports betting revenues for PERS side accounts
- Retiree Work-Back Plan
 - Options for PERS retirees to continue working
- Cap on Final Average Salary
- Reduction in Employer Rates
 - Extends the amortization period for the PERS UAL

Employee Cost Sharing

The bill redirects a portion of employee contributions to support their pension benefits. Oregon was one of only two states that did not require public employees to contribute to their own pension benefits. This was arguably the most divisive and controversial issue in the bill and will likely lead to litigation.

The bill also directs net proceeds of sports betting games to the EIF. Impact of this allocation is yet to be determined, as sports betting has yet to be formally approved and implemented by the Lottery Commission.

Contributions to Incentive Fund for PERS Side Accounts

\$100 million was allocated from the general fund to the EIF to be used for state matching funds to support employer side accounts in softening the impact of rising PERS rates due to the UAL. The EIF will be used to match up to 25 percent of employer contributions to their own side accounts.

Retiree Work-Back Plan

SB 1049 allows retirees to continue to work through retirement for a five year period, where the workers are granted an exemption on hours requirements, and employers are granted an exemption from paying contributions to the retired member's payroll. A retiree cannot accrue additional PERS retirement benefits while participating in the work-back plan - offering an affordable method to be staffed during a time of record-low unemployment, and provide a method for retirees to bring in additional income, without adding extreme cost to the already overburdened pension system.

Cap on Final Average Salary

SB 1049 places a limit on the final average salary of \$195,000 for Tier 1, Tier 2, and OPSRP employees retiring under formula plus annuity and full formula benefit plans. The \$195,000 cap is indexed to inflation on an annual basis.

Reduction in Employer Rates

The overall cost savings of the PERS reform passed in SB 1049 reduces the 2021-2023 biennium employer net rate that was scheduled to increase from 18.31 percent to 24.07 percent, a 5.76 percent total increase. Through the policy in SB 1049, the anticipated reduction in cost to employers is 5.43 percent. For some counties, immediate cost relief will be achieved through the extension of the amortization period for the PERS UAL.

Health and Human Services

Priority: Fund Public Health Modernization

AOC Position: This Session, AOC advocated for funding \$47.7 million in the 2019-2021 Oregon Health Authority (OHA) budget to implement public health initiatives needed to achieve sustainable and measurable improvements in population health as well as strengthen and expand our local public health system, focusing on communicable disease control and environmental health programs.

Outcome: Total Public Health Related Investments \$25.2 million

Highlights:

- \$15 million- OHA General Fund- Public Health Modernization
- \$5.5 million- OHA General Fund- to Offset Local Public Health Authority Revenue Declines from Medical Marijuana Sales
- \$4.7 million- Combined General Fund and Federal Funds- Universal Home Visiting

Public Health Modernization

The 2019-2021 OHA budget (SB 5525) was approved with \$10 million of additional general fund allocation to support Public Health Modernization. Current funding is \$5 million. The total OHA allocation of **\$15 million** for Public Health Modernization will be utilized to expand

communicable disease prevention and response activities, support efforts to improve health equity, increase emergency response planning, and help develop tribal modernization plans, among other key modernization priorities, a previously underfunded priority of the Legislature.

Offset Local Public Health Authority Revenue Declines from Medical Marijuana Sales

SB 5525 also provided a critical infusion of **\$5.5 million** of general fund dollars to offset a decline in medical marijuana revenue that would have otherwise been a funding cut for local public health authorities. This investment will be used to sustain several core, local public health programs, including, drinking water and emergency medical services. Laws passed during the 2015, 2016, and 2017 sessions related to recreational marijuana have significantly reduced medical marijuana program revenue.

Universal Home Visiting

SB 526 directs OHA to design, implement, and maintain a voluntary, statewide, evidence-based, universal newborn nurse home visiting program with services provided by registered nurses licensed in Oregon. The bill requires OHA to collaborate with health benefit plan insurers, hospitals, local public health authorities, the Early Learning Division, existing early childhood home visiting programs, community-based organizations, and social service providers in designing the program. This investment totals **\$4.7 million**, including \$2.9 million in general fund dollars, that will be used to administer services in partnership with commercial health insurance carriers and Coordinated Care Organizations (CCOs) without any cost-sharing for families who choose to participate in the program.

Priority: Ensure CCO 2.0 Contracts Strengthen Behavioral Health-Physical Health-Housing Integration Efforts

AOC Position: AOC supported the original vision of Oregon CCOs as community-based, locally governed entities. CCO 2.0 contracts need to incentivize and promote more extensive behavioral health-physical health-supported housing collaboration between CCOs, Local Mental Health Authorities (LMHAs), housing developers, and local public safety system partners. Behavioral Health Justice Reinvestment Initiative (BHJRI) will provide a key opportunity to launch efforts to divert mentally ill individuals from county jails and to align healthcare and housing initiatives (i.e. the governor's \$406 million 2019-21 Housing Plan, including \$54.5 million for "supported housing" and \$22.5 for veterans housing).

Outcome: \$55.2 million for Supported Housing and \$16.8 million for Veterans Housing and Services

Highlights:

- \$50.7 million- General Obligation Bonds- Permanent Supportive Housing
- \$4.5 million- General Funds- Rental Assistance
- \$14.7 million- Dedicated Document Recording Fees-Veterans Housing, Critical Needs, and Technical Assistance
- \$1,070,900- Lottery Funds- Veterans' Services Fund
- \$1,000,000- Lottery Funds- Veterans Affordable Housing

Permanent Supportive Housing/Rental Assistance

As part of [HB 5005](#), the Legislature approved **\$50.7 million** of Article XI-Q bonds for the creation of permanent supportive housing units across the state. This investment was made in tandem with [SB 5525](#), which will provide **\$4.5 million** of general funds of rental assistance for the individuals who will live in these new supportive housing units. This investment will yield approximately 500 additional supportive housing units, largely targeted at serving people with mental health and/or substance needs.

In addition, as part of [SB 973](#) and the new "IMPACTS" program, AOC will be collaborating with state agencies for coordinated housing strategies to better serve mentally ill individuals involved in our local justice systems.

Veterans Housing, Critical Needs, and Technical Assistance

Approximately **\$14.7 million** of document recording fees for veterans housing was left intact by the Legislature. Under ORS 458.665, 25 percent of all document recording fees are deposited into Oregon Housing and Community Services (OHCS) General Housing Account and must be dedicated "for expenditure to meet the critical housing needs of veterans in this state." This resource continues to grow, and AOC will work with OHCS to ensure these dollars can be accessed by all counties, especially smaller and rural counties that will likely need technical assistance.

Veterans' Services Fund

\$1,070,900 of lottery fund dollars were allocated to the Veterans' Services Fund in [SB 5538](#) (the Oregon Department of Veterans Affairs budget). Eligible recipients of these grants include nonprofits; National Service Organizations; and state, county, local, and tribal governmental agencies. In addition to housing security, grants are awarded for services and programs that benefit veterans, housing supports, including mental and physical health care, employment opportunities, education, and transportation accessibility.

Veterans Affordable Housing

\$1,000,000 of lottery fund dollars were allocated through the support for the Christmas tree bill, [HB 5050](#), as a grant to the Family YMCA of Marion and Polk Counties to construct veterans affordable housing in Salem.

Priority: Fund a Behavioral Health Justice Reinvestment Initiative

AOC Position: AOC supports an evidence-based approach to reduce the number of mentally ill individuals who currently cycle in and out of local county jails for low level offenses, often because of co-occurring substance abuse disorders. Focusing on the health (physical and behavioral), housing, and social support needs of these individuals, local system partners can improve public safety outcomes and better meet the needs of mentally ill individuals at the same time. This integrative, problem-solving approach should leverage existing Local Public Safety Coordinating Council (LPSCC) work by expanding community based partnerships with CCOs, housing authorities, Local Mental Health Authorities (LMHAs), and the public safety-judicial system. AOC supports funding and encourages Behavioral Health Justice Reinvestment Initiative (BHJRI) to be closely aligned with the governor's \$54.5 million "Supported Housing" initiative to maximize the opportunity to address homelessness among the justice-involved,

mentally ill population. AOC also supported BHJRI funding that is in addition to existing levels of Justice Reinvestment Initiative funding.

Outcome: \$12.35 million for Behavioral Health Justice Reinvestment through New Program “IMPACTS” and Aid and Assist

Highlights:

- \$10.6 million -General Funds- IMPACTS Community Grants
- \$1.75 million- General Funds- IMPACTS and Aid and Assist Implementation

IMPACTS Program

The Legislature passed SB 973, what was formerly known as the Behavioral Health Justice Reinvestment Initiative (BHJRI) renamed “Improving People’s Access to Community-based Treatment, Supports, and Services” (IMPACTS). This program is closely modeled after the successful Justice Reinvestment Initiative (JRI), passed in 2013 to invest locally in cost-efficient and effective county programs that reduce recidivism and reduce costs to the overall justice system. IMPACTS, like JRI, will be housed in the Criminal Justice Commission (CJC). Grants will be administered under the direction of a 19-member grant review committee and provide counties, tribal nations, and regional consortiums with resources to build a stronger and more comprehensive system of community supports and services for individuals with mental health and/or substance use disorders who are at risk of involvement with the criminal justice system (jails), emergency rooms, and institutions, including the Oregon State Hospital. This program is not in competition with the current aid and assist program, but rather, it creates an additional support to help fully utilize community resources and make targeted investments in critical areas.

Under SB 973, counties can apply for grants individually or regionally. This will be a competitive process and likely be limited to a handful of grant recipients. While an official grant timeline has not been released, the application process is likely to begin later this summer or early fall.

IMPACTS/Aid and Assist Funding

This Session’s Christmas tree bill, HB 5050, contains **\$1.75 million** to help implement two mental health-public safety bills, SB 973 and SB 24. SB 24 creates more options for community based treatment of mentally ill individuals who are not competent to “aid and assist” in their own criminal case proceedings and who often end up the Oregon State Hospital for treatment. **\$10.6 million** of general funds are directly allocated under SB 973 to the CJC to fund community based grants; the additional Christmas tree bill funding of \$1.75 million of general funds is allocated to the Judicial Department to help with the implementation of both SB 973 and SB 24.

Public Safety

Priority: Support Full Funding for Justice Reinvestment Initiative (JRI) and Community Corrections

AOC Position: AOC has supported efforts from House Bill 3194 (2013), which reduced some property and drug crime sentences and provided funding to local county programs for recidivism

reduction and reentry programs with the goal of avoiding the construction of a new prison. Since 2013, JRI funding has been remarkably successful and has enabled the state to avoid significant new general fund and capital costs with a new prison. AOC supported current service level funding of \$49.5 million for JRI. AOC also supported fully funding community corrections, the foundation to which JRI is built on. A recent two-year cost study was conducted by the state and counties and determined that community corrections should be funded at \$319 million.

Outcome: \$50.1 million for the Justice Reinvestment Initiative; Modifications to Grant Review

Highlights:

- \$50.1 million- General Fund- JRI
- \$110,000- General Fund- Strengthening Grant Process

Justice Reinvestment Initiative

While cuts were made to the Oregon Department of Corrections budget ([SB 5504](#)), hitting community corrections particularly hard, counties were able to see full funding for JRI at **\$50.1 million** in the Oregon Criminal Justice Commission (CJC) budget ([SB 5506](#)), a slight increase above current service level.

Strengthening Grant Process

Additional policy changes were made in [HB 3064](#) to strengthen the justice reinvestment grant review process, requiring applicants to commit to decreasing county use of prison beds and adding measures of accountability and transparency. A one-time allocation of **\$110,000** was made to the CJC to conduct a required assessment of county use of prison capacity, a component of the updated grant process. AOC worked to gather consensus on the bill from the sheriffs, district attorneys, and community corrections directors.

Priority: Support Funding for Courthouse Replacement/Improvement Projects and Courthouse Security

AOC Position: AOC works in strategic partnership with the Oregon Judicial Department to prioritize courthouse improvement and replacement projects for funding by the Legislature. New courthouses for Multnomah and Jefferson counties were successfully funded under bond funds authorized by the Legislature. Lane and Clackamas counties have received planning funds. The AOC Court Facilities Task Force prioritized Lane, Clackamas, Benton, and Linn counties for \$137 million in replacement funds. The task force also prioritized approximately \$3.5 million in funding for improvement projects in Benton, Grant, Coos, Polk, Tillamook, Umatilla, Lake, and Morrow counties. AOC advocated for support from the Legislature to approve the work of the task force. In addition, stable and adequate funding for court security in courthouses is also a priority for counties.

Outcome: \$138.7 million for County Courthouses

Highlights:

- \$2 million-General Fund- Benton County Courthouse
- \$136.7 million- General Obligation Bonds- Courthouse Projects

County Courthouses

Through the Christmas tree bill, [HB 5050](#), allocations were made to support the planning associated with the replacement of the Benton County Courthouse in the amount of **\$2 million**; and the Judicial Department in issuing of general obligation bonds for county courthouse projects in the amount of **\$136,695,000**.

Transportation and Community Development

Priority: Increase County Land Use Options and Authority

AOC Position: Counties work extremely hard to implement the state land use system. However, counties need additional authority to make the system work better locally. AOC advocated to increase the authority for Oregon counties with diminishing populations to plan for additional development that may be best suited outside the Urban Growth Boundary (UGB). AOC also developed legislation to allow counties to permit an Accessory Dwelling Unit's (ADUs) in rural residential zones and to clarify renewable energy siting laws to increase the county role in the siting of necessary renewable energy projects.

Outcome: \$500,000 for UGB Planning Grants and Modification to Land Use

Highlights:

- \$500,000- General Funds- to AOC for Eastern Oregon Land Use Planning
- Dwelling Permit Extensions (HB 2106)
- Energy Siting Flexibility (HB 2379)

Eastern Oregon Land Use Planning

Through the Christmas tree bill, [HB 5050](#), **\$500,000** was allocated to AOC to award Eastern Oregon counties grants for implementation of new land use success, [SB 2](#). SB 2 allows 10 rural Eastern Oregon counties with low growth rates the ability to conduct an economic opportunity analysis (EOA) outside of the UGB and immediately utilize up to 50 acres for commercial and industrial purposes without going through the cumbersome and hurdle-filled exceptions process to Oregon's land use system. Counties impacted by this legislation include: Baker, Gilliam, Grant, Harney, Lake, Malheur, Sherman, Union, Wallowa, and Wheeler.

Dwelling Permit Extensions

[HB 2106](#) creates an extension period for permits to build dwellings on agricultural or forest lands outside of urban growth boundaries, allowing counties to approve up to five additional one-year extensions for a proposed residential development.

Energy Siting Flexibility

Collaborative work between the counties and Renewable Northwest to streamline the energy siting process for renewable energy resulted in [HB 2329](#), which allows developers to work with counties to permit larger, mid-range scale solar/wind renewable energy projects under local land use authority. Oregon counties were limited by statute to permitting only smaller scale

renewable energy projects; the state's Energy Facility Siting Council served as the sole authority for larger projects. This change will allow the siting process to move mid-range projects more expediently, efficiently, and at significant cost reductions.

Additional Wins for AOC

This session, counties were able to secure funding for critical programs and services, find additional policy solutions to help empower counties, and defeat detrimental policy.

County Solutions

Tide Gates

Through [HB 5029](#), the Legislature allocated **\$6 million** to Business Oregon for the repair and replacement of tide gates on the coast. Funds will be released according to a program presented by Business Oregon with assistance from the Oregon Watershed Enhancement Board. AOC County Solutions staffs the tide gate steering committee and partnership, which requested legislative investment this session for a permit ombudsman and support for technical assistance to ensure investments in tide gates are well spent. The \$6 million investment exceeds that request and will provide funds to do the work identified by stakeholders, plus provide grants for projects on the ground.

Sudden Oak Death

The Sudden Oak Death (SOD) task force, convened by AOC County Solutions, was awarded **\$1.7 million** through the Department of Forestry in [HB 5050](#) (Christmas tree bill) to aid in slowing the spread of the pathogen *Phytophthora ramorum*, the cause of SOD in Curry County. Co-conveners of the task force, Representative David Brock Smith and Representative Caddy McKeown, wrote the State Forester after adjournment of the Legislative Session to request that **\$50,000** be allocated to staffing the ongoing work of the task force through AOC County Solutions.

General Government

Drug Take Back

Heavily negotiated between legislators, counties, pharmaceutical companies, and other key stakeholders, this Session's "drug take back" legislation, [HB 3273](#) requires pharmaceutical manufacturers to develop and implement a program allowing for consumers to safely return unused over-the-counter and prescription medications for proper disposal. In the heat of negotiation and associated uncertainty, several counties including, Clackamas, Lane, Multnomah, and Washington began working on programs for their own communities. Washington County was the first in the state to enact a countywide drug take back [ordinance](#), and the final bill preempts local programs, including the newly enacted Washington County program.

Health and Human Services

Medicaid

The Oregon Health Plan (OHP) serves nearly 1,000,000 Oregonians, a significant increase since the 2014 Medicaid Expansion. During the first three years of Medicaid Expansion under the Affordable Care Act, the federal government paid 100 percent of the costs. Beginning in 2017, this amount began to slowly ratchet down. In 2020, a permanent 90 percent federal funds-10 percent state funds formula will be in effect. The ratchet down of federal funds means the state must pick up the slack. This biennium, the impact was an \$800+ million budget gap. Proposed solutions included 1. an insurance premium + stop loss assessment ([HB 2010](#)-passed); 2. increase in the tobacco tax ([HB 2270](#)- passed); 3. employer penalty ([HB 2269](#)-failed); and an increase in the reimbursable hospital tax from 5.3 percent to the max reimbursable rate of 6 percent ([HB 2010](#)- passed).

AOC supported HB 2270 and was neutral on HB 2010 and HB 2269. By raising the tobacco tax and also creating an e-cigarette tax, Oregon would gain an estimated \$95 million of revenues in the current biennium and an estimated \$346 million in the 2021-23 biennium to create funding needed to make the 10 percent state match for the Medicaid Expansion population. HB 2270 is part of a six-year funding plan for OHP, where the program would in effect, be self-sustaining until approximately 2025.

HB 2270 will provide very important funding to maintain the stability of OHP. The percentage of citizens in each county who are served by Medicaid is over 30 percent in 11 of Oregon's 36 counties. This number is 35 percent for Malheur County, 36 percent for Josephine County, and 38 percent for Jefferson County.

Natural Resources

Funding for Critical Programs

Wins for counties in natural resources were numerous through [HB 5050](#), the Christmas Tree bill. Key allocations include:

- **\$2,270,000** allocation to Oregon State University (OSU) Agricultural Experiment Station and the branch extension stations of OSU for an integrated river basin water quality and quantity program. Additionally, funding for OSU Extension Service increased by **\$410,000** for an integrated river basin water quality and quantity program.
- **\$30,000** allocation from the general fund to Klamath County to acquire and install stream gauges in Klamath Basin. The Department of Agriculture received **\$100,000** to conduct water quality monitoring of Klamath Lake.
- **\$1,352,102** allocation to the Oregon Department of Fish and Wildlife for the operation of the Leaburg Hatchery.
- Oregon Water Resources Department received the ability to bond Water Supply Development grants and loans to a max of **\$15,000,000**; bond for the Deschutes Basin Board of Control piping project for **\$10,000,000**; and bond **\$14,000,000** to the Wallowa Lake Irrigation District for rehabilitation of the Wallowa Lake Dam.

- **\$452,930** allocation for Douglas Timber Rogue River Sediment Study, and **\$1,000,000** for Umatilla County Surface Water Pumping.

Place-Based Integrated Water Strategies

HB 2084 extends the sunset for the place-based integrated water resources planning program to 2023. Current and continuing planning projects: the Gilliam Soil and Water Conservation District in the Lower John Day Sub-Basin; Union County in the Upper Grande Ronde Sub-Basin; Harney County Watershed Council in the Malheur Lake Basin; and City of Newport in the Mid-Coast Basin. Funding for the program in the 2019-21 biennium is included in the budget bill for the Water Resources Department.

OSU Statewide, Ag Experiment Stations and Forest Research Lab

SB 254 provides a **\$73,788,861** allocation of general fund dollars to Agricultural Experiment Stations, an 11 percent increase from the 2017-19 budget and a 5.8 percent increase above current service level. The bill also increases general fund allocations to OSU Extension Service by **\$2,875,543** to cover inflation, maintain existing personnel and programs, and fill vacant positions. The Forest Research Lab received **\$11,424,041** general fund dollars, an 11.7 percent increase over the 2017-19 legislatively approved budget, and a 5.9 percent increase over current service level.

Veterans

Funding for Critical Programs

- **\$9,040,692** allocation of general funds and lottery funds for County Veterans Service Officers (CVSOs). These are pass-through dollars that go directly to counties; this represents a 4 percent increase from the 2017-19 budget for CVSOs.
- **\$2.5 million** allocation of lottery funds via the Christmas tree bill (HB 5050) to support mental health programs and services for veterans administered by OHA.
- **\$1 million** allocation of lottery funds for the Campus Veteran Grant Program dedicated to Oregon community colleges and public universities. Campus Veteran Grants are awarded to expand and enhance existing veteran programs on college campuses that help veterans successfully transition from military service to college life, succeed in college, complete educational goals, and transition from college to the workforce and community.
- **\$500,000** allocation of lottery funds to create a new Veterans Health Care Transportation Grant Program to provide veterans with access to health and behavioral health care transportation, including point-to-point transportation services. Department of Veterans' Affairs (ODVA) currently receives an annual federal Highly Rural Transportation Grant (HRTG) from the USDVA, which provides **\$50,000** per year for each of Oregon's highly rural counties. Funding for the new state grant program will allow ODVA to serve rural counties that do not qualify for the federal HRTG.
- **\$500,000** allocation of lottery funds to support Tribal Veteran Representative programs and partnerships through the addition of a Tribal Veteran Coordinator position and pass-through funding to Tribal Veteran Offices.

- **\$500,000** allocation of lottery funds under [HB 2201](#) to create a Veteran Educational Bridge Grant Program within ODVA. Grants of up to **\$5,000** may be awarded to veterans who are pursuing and enrolled in an approved course of study that qualifies for U.S. Department of Veterans Affairs education benefits.
- **\$250,000** allocation of lottery funds under [HB 2202](#) for the Bureau of Labor and Industries to develop and administer a program to conduct or offer grants for outreach to Oregon veterans to inform them about trade careers and connect them to available apprenticeship opportunities.

Public Safety

9-1-1 Tax

For the last 24 years, the 9-1-1 tax has remained stagnant at 75 cents, resulting in significant reductions to budgets in other programs and services for Oregon counties and cities as the costs of providing services have skyrocketed. [HB 2449](#) increases the rate of the 9-1-1 tax to \$1.00 per month of service and per retail transaction in the bill's first operative year, and \$1.25 per month in second operative year. It also reduces administrative allocations of the tax revenues.

Grand Jury Recordation

Included in [HB 5050](#), was an allocation of **\$3 million** for implementation of grand jury recordation. Grand jury recordation was mandated by the 2017 Legislature's passage of [SB 505](#). The 2017 bill included an initial one-time funding was to pay for staff and equipment needs of Deschutes, Jackson, and Multnomah counties, each of which participated in a pilot program to jumpstart grand jury recordation. This bill allows the remaining 33 counties to receive the resources needed to support equipment, staff, and training needs during implementation.

Transportation and Community Development

Prevailing Wage in Enterprise Zones

Enterprise zones serve as major economic development tools, and at the local level have proven an effective way to attract new business investments and create jobs by offering a means of lowering the initial cost of investment. Imposing prevailing wage requirements to enterprise zones would significantly boost the cost of projects. [HB 2408](#), sought to seize local control expanding the definition of 'public works' in relation to prevailing wage to include projects in enterprise zones if the project costs reached a certain cost threshold, threatening economic development opportunities for Oregon counties. Fortunately, the bill died in committee, preserving this option for counties.

Clean Diesel

HB 2007 regulates diesel engine emission standards in Washington, Multnomah, and Clackamas counties. The bill prohibits the Department of Transportation from titling any heavy-duty diesel vehicles older than 2006, or medium-duty, diesel vehicles older than 2009 after January 1, 2025 in each of the counties. This policy is reflective of collaborative work between counties and the Legislature to craft a meaningful policy that is not a one-size-fits all mandate. Originally, the bill spanned statewide, and contained more stringent requirements that would have had a devastating impact on counties without resources to upgrade fleets.