

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, August 7, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
AMENDED

- 1. Call to Order and Pledge of Allegiance:** 9:00 a.m.
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated August 1st & August 8th; Manual Check, July 26th, \$23,357.50. Three Payroll Payables: June 29th, \$193,641.08; July 31st, \$160,166.97 & \$3,125
 - b. Minutes: June 26th; July 3rd; July 10th; July 17th; July 24th
 - c. Oregon Liquor Control Commission Annual Renewals - Love's Travel Stops #650 and Willow Run Golf Course
 - d. Resolution No. R-2019-17 – Adopting the Morrow County Community Wildfire Protection Plan
 - e. Two appointment requests to the North Morrow Vector Control District Board
 - f. Plat of Tuscany at Boardman, Phase 2
 - g. **Permit Application #OOL from Umatilla Electric Cooperative for a 115kV electric transmission line at Olson Road, approximately .75 miles from the intersection with Wilson Lane**
- 5. Department Reports**
 - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
- 6. Business Items**
 - a. Discussion regarding the requirement of title reports for partition plats (Mike Gorman, Assessor/Tax Collector; Stephen Haddock, County Surveyor)
 - b. Purchase Pre-Authorization Request, software program for the Sheriff's Office Civil Unit (Civil Sergeant Ivy Zimmerman-Adams & Civil Deputy Erik Patton)
 - c. Justice of the Peace Vacancy Process (Darrell Green, Administrator)
 - d. Laurel Lane Road Discussion (Darrell Green)
 - e. Irrigon Building Update (Darrell Green)
 - f. Bartholomew Building Lower Level Remodel Update (Darrell Green)
- 7. Department Reports, continued**
 - a. Administrator's Monthly Report (Darrell Green)
 - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
 - c. Finance Office Quarterly Report (Kate Knop, Director)
 - d. Assessment & Tax Quarterly Report (Mike Gorman)
- 8. Correspondence**
- 9. Commissioner Reports**
- 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. Executive Session** - Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 12. Signing of documents**
- 13. Adjournment**

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

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

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

**Morrow County Board of Commissioners Meeting Minutes
June 26, 2019
Morrow/Grant County Off-Highway Vehicle Park
71000 East of Morphine Lane
Heppner, Oregon**

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Justin Nelson, County Counsel

Roberta Lutcher, Executive Assistant

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

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, June 27th, \$413,176.03; Manual Check Run, June 20th, \$140,664.50; Void Check, June 18th, \$744*
- 2. Contract with Cartello Construction, Inc., for the Willow Creek Road Signing Project, amount \$55,389*
- 3. Oregon Department of Transportation, Rail & Public Transit Division, Intergovernmental Agreement #33587 – 5310 Grant; effective July 1, 2019 or when fully executed, expiring June 30, 2021; total project cost \$136,345; not-to-exceed amount \$122,342; local match amount \$14,003*
- 4. Oregon Health Authority 2019-2021 Intergovernmental Agreement #159824 for the Financing of Public Health Services; effective July 1, 2019, expiring June 30, 2021; amount \$223,344*
- 5. Anna Timpy and Richard Grigsby Subdivision Replat; Lots 3, 4, 5, 6, 7, 8 and 9, Block 31, Irrigon*
- 6. Standard Audit Contract with Barnett & Moro, P.C., to conduct an audit of the accounts and fiscal affairs of Morrow County for three one-year periods beginning July 1, 2018 and ending June 30, 2021; fee for year ending June 30, 2019 will be \$35,000; fee for year ending June 30, 2020 will be \$35,700; fee for year ending June 30, 2021 will be \$36,400; and authorize Chair Doherty to sign on behalf of the County*
- 7. SAIF & CIS Insurance Payments (Manual Check), \$140,664.50*
- 8. Resolution No. R-2019-16: In the Matter of Support for New Local Workforce Development Area for Morrow and Umatilla Counties*

Commissioner Lindsay seconded. Unanimous approval.

Legislative Updates

- The Commissioners discussed House Bill 2020, Cap and Trade, and the walk-out by 11 Republican senators.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green briefly reviewed the topics discussed at the previous week's kick-off meeting with the County's consultant, Robynne Thaxton Parkinson, and the Owner's Representative firm, Hill International.

Commissioner Russell said the professionals at that meeting indicated basements are not the least expensive option. We may need to rethink this, he said, and that 12,500 square feet may not be enough space.

They said there are more cost-savings by going up, as opposed to down, said Chair Doherty. However, the challenge then becomes the addition of elevators, so those off-set costs need to be evaluated, he said. He then asked the timeline.

Mr. Green said the Request for Proposals/Request for Quotes (RFP/RFQ) should be released in August so the contractor can be selected by November and construction can begin in 2020. The idea is to have occupancy in December 2020, but, he cautioned, that is very tentative.

Order No. OR-2019-10, Authorizing Treasurer to Invest Funds

Gayle Gutierrez, Treasurer

Mr. Green

Ms. Gutierrez requested the Board sign the Order that was tabled at the June 5th BOC Meeting pending additional discussion on an investment policy and the formation of an investment committee.

For discussion, Commissioner Russell moved to approve Order No. OR-2019-10, In the Matter of Authorizing the County Treasurer to Invest Funds. Chair Doherty seconded. Discussion ensued; it was agreed to schedule a Work Session. Vote – Aye: Commissioner Russell; Nay: Chair Doherty, Commissioner Lindsay. Motion failed.

Commissioner Russell moved to approve Order No. OR-2019-10, In the Matter of Authorizing the County Treasurer to Invest Funds, striking out “for the fiscal year 2019-2020” and replacing it with “July 1, 2019 through September 30, 2019.” Chair Doherty seconded and added in the interim, answers to questions brought forward by the Commissioners will attempt to be resolved. Unanimous approval.

Ellis Integrated Vegetation Management Project Update

Carla McLane, Planning Director

Brandon Houck, Heppner District Ranger, U.S. Forest Service

Ms. McLane discussed the County's request for Cooperator Status on this project. She said the County and Mr. Houck are in the process of drafting a memorandum of understanding that will eventually be brought to the Board.

Mr. Houck provided a status update on the project. He said this is a good time for the County to be engaged as they are in "alternative development mode" collecting data, including the public comment from the scoping phase, and looking at alternatives. He said the Forest Service is inviting partners such as Oregon Department of Fish & Wildlife and the Natural Resources Conservation Service to help them work with adjoining private landowners. The project is aimed at fuel reduction and forest health and issues on private land with elk, he said.

Commissioner Russell thanked Mr. Houck for his openness in allowing the County to be involved and have input. He said that has not always been the case with our Federal partners. Commissioner Russell said Mr. Houck has been more engaged than his predecessors and he appreciated that; Commissioner Lindsay agreed.

Chair Doherty stated some people advocate for roadless areas and some do not. How does that get resolved, he asked.

Mr. Houck replied roads and access are passionate topics for some. He said he looked at road management from the standpoint of what the Forest Service can afford to manage to a safe standard. Some roads contribute to resource damage if they aren't maintained properly. Finding a balance for those differing views will be one of the most challenging aspects of the Ellis Project, he said.

The Upper Rhea Creek/Martin Prairie area was discussed and Chair Doherty commented it would be nice to have that as a fire route in an emergency. Mr. Houck said if that was an information request, he could look into what to do to get it fire ready.

Community Wildfire Protection Plan – Adoption Process Discussion

Ms. McLane

Ms. McLane recapped prior discussions about the do-adopt recommendation from the Planning Commission and that the Board wanted additional time to review the document before making a decision as to what process to use for adoption (public hearing, regular BOC Meeting, etc.). After a brief discussion, the Board opted for a public hearing on July 24th.

Break: 10:19-10:25 a.m.

Updates – Interchange Area Management Plan (IAMP) and Transportation System Plan (TSP)

Ms. McLane

Matt Scrivner, Public Works Director

Ms. McLane and Mr. Scrivner discussed the meetings taking place with the City of Boardman and the Port of Morrow regarding transportation planning documents that need to be followed, as

well as, updated. Recent development in the area triggered the requirement that improvements be made at certain interchanges, which were then discussed in greater detail by Ms. McLane and Mr. Scrivner. The Oregon Department of Transportation (ODOT) promotes the use of roundabouts as a way to alleviate back-ups at interchanges, and several preliminary options were reviewed for the Port of Morrow interchange, both north and south of the interstate.

Ms. McLane put forward the idea of jointly hiring a consultant to update the transportation planning documents with the City and the Port, as a cost-saving measure. She proposed using Building Permit Funds for the County's portion. She concluded by saying meetings will continue over the next several months.

Updated Travel Policy

Mr. Green

An update of the Travel Policy recently took place and the recommendations of the Travel Policy Team were approved by the Board. Since then, he said, several suggestions were made by an employee, with which the team concurred. Mr. Green reviewed the latest recommendations.

Commissioner Lindsay moved to approve the changes to the Travel Policy. Commissioner Russell seconded. Unanimous approval.

Resolution No. R-2019-15 – Year-End Budget Resolution

Kate Knop, Finance Director

Ms. Knop reviewed the increase in appropriations within the General Fund, Fair Fund and CAMI Fund (Child Abuse Multidisciplinary Intervention Fund). The totals for each were: General Fund: \$349,000; Fair Fund: \$2,000; and CAMI Fund: \$3,000.

Commissioner Russell moved to approve Resolution No. R-2019-15 – In the Matter of Appropriations for Fiscal Year beginning July 1, 2018, in the amount of \$354,000. Commissioner Lindsay seconded. Unanimous approval.

Contract with Community Counseling Solutions, Inc. (CCS)

Mr. Green

Mr. Green explained the County enters into an agreement every two years with the Oregon Health Authority to receive funding for mental health, developmental disability, and alcohol and drug abuse treatment services, which it then contracts out to CCS. The County has not yet received the OHA agreement for the next biennium, therefore, he suggested the County extend the existing contract with CCS to allow time to review the OHA agreement after it's received. During the discussion, Mr. Green proposed that a small group review the OHA agreement since it involves a substantial amount of money, and also because efforts have been made to look at every contract.

Ms. Knop said in the last biennium, it was approximately \$4,000,000, including amendments.

Commissioner Lindsay moved to extend the contract with Community Counseling Solutions, Inc., which expires June 30, 2019, for an additional 90 days (the contract extension document will be prepared for the July 3rd Consent Calendar). Commissioner Russell seconded. Unanimous approval.

Department Reports

Road Department Monthly Report

Mr. Scrivner

The Road Report for June 2019 was reviewed. Discussions took place about blowing dust in the Boardman area that caused stop-and-go traffic on the interstate. Chair Doherty said he received complaints and subsequently learned there is a City of Boardman code that requires dust be kept down during construction and that such complaints should be forwarded there. He also said those doing the construction are “mandated” to take care of the dust. He added he did not want a situation similar to what’s happened in the area between Hermiston and Pendleton in the past.

Parks Department Update

Greg Close, Parks General Manager

Mr. Close reviewed his report. He noted a three percent increase in parks visitors over last year. Mr. Close also took the opportunity to thank Mr. Houck for use of the Forest Service’s coolers to store trees prior to planting, and for their assistance and advice in planting them.

Correspondence

- Letter of invitation to join the Training & Employment Consortium out of La Grande.
- Invitation to the August 22nd retirement celebration for Philip Hamm, Director, Oregon State University, Hermiston Agricultural Research & Extension Center.
- Letter from Judge Ann Spicer that she plans to retire. Last day to be December 31st.

Commissioner Reports

- Commissioner Russell reported on the June 21st meeting with the Vice President of Human Resources at Oregon Health & Sciences University about how they rolled out their retirement plan change. He said it was a good meeting and Mr. Green and Ms. Knop also attended.

Signing of documents

Adjourned: 12:06 p.m.

Morrow County Board of Commissioners Meeting Minutes
July 3, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:02 a.m.

City & Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Commissioner Lindsay requested to remove the Jail Use Agreement with Umatilla County.

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

1. *Accounts Payable, July 5th, \$775,785.58. Two Payroll Payables, June 18th, \$183,623.91 & June 24th, \$191,147.09*
2. *Minutes: June 5th*
3. *Reclassification Appeal Committee Appointments:*
Elected Representatives (terms to be July 3, 2019 through December 31, 2019): Gayle Gutierrez; Mike Gorman, Alternate
Management Representatives (terms to be July 3, 2019 through December 31, 2020): Matt Scrivner; Carla McLane, Alternate
Union Representatives (terms to be July 3, 2019 through December 31, 2021): Kandy Boyd (General); Kelly Jones (Road), Alternate; Aaron Haak (Teamsters), Alternate
4. *Twelfth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement #154124 for the Financing of Public Health Services, and authorize Chair Doherty to sign on behalf of the County*
5. *Purchase Pre-Authorization Request, District Attorney's Office, 2019 Jeep Grand Cherokee Laredo 4x4, \$26,990 from Power Chrysler Jeep Dodge (state bid contract holder), Newport, Oregon; includes delivery to Heppner; and authorize the Administrator to sign*
6. *Amendment to the Contract with Community Counseling Solutions, Inc., (as the County's contracted provider of mental health, developmental disability and alcohol and drug abuse treatment services) extending the contract an additional 90 days; effective date of the extension is June 30, 2019*
7. *Approval for The Loop to purchase 14 passenger bus from Creative Bus Sales, Canby, Oregon, using Oregon Department of Transportation grant funds, \$121,228*

8. *Law Enforcement Services Agreement with the Ione School District and the Sheriff's Office for a School Resource Officer for the 2018-2019 School Year*
9. *Law Enforcement Services Agreement with the Ione School District and the Sheriff's Office for a School Resource Officer for the 2019-2020 School Year*
10. *Law Enforcement Services Agreement with the Morrow County School District and the Sheriff's Office for a School Resource Officer in Irrigon (40 hours per week), and a School Resource Officer in Heppner (20 hours per week) for the 2018-2019 School Year*
11. *Law Enforcement Services Agreement with the Morrow County School District and the Sheriff's Office for a School Resource Officer in Irrigon (40 hours per week), and a School Resource Officer in Heppner (20 hours per week) for the 2019-2020 School Year*
12. *Personal/Professional Services Contract, Counseling Services, between Morrow County (Sheriff's Office) and Community Counseling Services, Inc.; effective July 1, 2018 for one year; amount \$24,000*
13. *Personal/Professional Services Contract, Counseling Services, between Morrow County (Sheriff's Office) and Community Counseling Services, Inc.; effective July 1, 2019 for one year; amount \$24,000*

Commissioner Lindsay seconded. Unanimous approval.

Jail Use Agreement

Commissioner Lindsay asked about the increase in the number of beds contracted with Umatilla County. Sheriff Ken Matlack explained it increased from 17 to 20 per day, which included four beds for Parole & Probation. Another change in the contract, he said, was the ability to be reimbursed if the number of beds per day falls below 20. Brief discussion.

Commissioner Russell moved to approve the Jail Use Agreement with Umatilla County, effective July 1, 2019 to June 30, 2020; 20 daily beds available for Morrow County inmates at \$60 per day per prisoner; total amount \$438,000. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Sheriff's Office Monthly Report

Sheriff Matlack

Melissa Ross, Administrative Lieutenant

The Sheriff's Office Monthly Statistics for June were reviewed.

Lt. Ross said code violations continued to increase after assigning a deputy half-time to this task.

Sheriff Matlack added other deputies also work code calls. He said there are plans to bring in a car crusher in October to deal with abandoned and/or junk vehicles. There will be opportunities in both north and south County, he said.

Commissioner Russell said he and Sheriff Matlack have been working on this, and several economic development entities will help pay the cost (Boardman Community Development Association, Willow Creek Valley Economic Development Group, and the City of Irrigon).

Legislative Updates

- Chair Doherty said Governor Kate Brown has not given up on Cap & Trade and might explore her executive power options. Commissioner Russell said the Governor and those who supported the Cap & Trade bill had the attitude the people in eastern and rural Oregon were naïve and uneducated and he found that offensive. The bill might be back on the agenda in September, he added.
- Commissioner Russell said House Bill 2329 passed, which means developers can permit smaller renewable energy projects at the county level, instead of going through the lengthier, more costly Energy Facility Siting Council process.

Department Reports

Treasurer's Monthly Report

The written report by Treasurer Gayle Gutierrez was reviewed. Administrator Darrell Green reviewed calendars with the Commissioners to determine dates for a Work Session with Ms. Gutierrez to discuss investment policy and an investment committee.

Business Items

Irrigon Building Update

Mr. Green reported:

- The draft Request for Qualifications for a progressive design-build contractor is being reviewed.
- Discussion took place on the responsibilities of the evaluation committee and when the Board would like updates. The Commissioners decided they want to see the final RFQ before it is released; the evaluation committee will review and evaluate the responses received; and broader decisions, such as budget and project scale, need to come back to the Board.

2020 Census

Mr. Green

Mr. Green said he and Chair Doherty met with Census representatives, who recommended the County form a steering committee that will then establish a Complete Count Committee. The purpose of the Complete County Committee will be to increase awareness of the Census and motivate residents to respond. He suggested the 10-15 member steering committee include himself, the Commissioners, Dirk Dirksen (Morrow County School District Superintendent), the mayors and/or manager of the communities in the County and chambers of commerce representatives. The steering committee will meet in August, he said, followed by a training session in September.

After discussing the numerous implications for accurate population numbers, it was agreed Chair Doherty and Mr. Green will continue to work on the steering committee membership to move the process forward.

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay reviewed a variety of reports for the Commissioners. Other discussion topics included:

- How people access services offered by CCS - Ms. Lindsay said people can call and ask to be seen; they will be assessed as to the urgency of the situation. Kids are seen regardless of ability to pay. Adults with private insurance might be referred to a private provider because CCS doesn't have the capacity to see everyone.
- Chair Doherty referred to the suicide calls listed in the Sheriff's Office Monthly report and asked if suicide-related calls received by CCS are reflected in that report. Ms. Lindsay said the offices coordinate the response to such calls but she was not familiar with the Sheriff's Office report.
- The Morrow County Suicide Response Protocol was reviewed and discussed.

Break: 10:30-10:39 a.m.

Department Reports, continued

Administrator's Monthly Report

Mr. Green reviewed his report.

Fair Office Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones reviewed her report. Discussion took place on the sponsorship funds received that mean free admission to the Fair for everyone all week.

Correspondence

- Portland State University's Population Research Center 2019 Annual Housing Unit Population Survey.
- Information compiled by USDA/Morrow County Wildlife Services regarding the history of predator control on the Bombing Range. The Board decided to draft a letter in support of predator control on the Bombing Range for next week's agenda.

Commissioner Reports

- Commissioner Lindsay said Umatilla County Chair George Murdock submitted the joint Morrow/Umatilla County request to form a new Workforce Development Area. She also reported CAPECO (Community Action Program of East Central Oregon) will appeal the decision by the Eastern Oregon Workforce Board to grant the contract to the Training & Employment Consortium (TEC) that had been held by CAPECO.

- Commissioner Russell attended one of the Energy Facility Siting Council's public hearings in this area regarding the Boardman to Hemingway (B2H) Transmission Line Project. Discussion. Commissioner Russell also discussed meetings with two property owners at the intersection of Wilson Lane and Olson Road to discuss right-of-way acquisition.
- Chair Doherty brought up the idea of offering assistance, if needed, to the Town of Lexington. The Commissioners were concerned about what might happen if the Town doesn't adopt a budget and the impact that could have on the delivery of basic services, such as fresh water to residents. It was decided Commissioner Lindsay will contact the mayor. Chair Doherty also provided an update on the \$10,500 membership dues invoice for the Eastern Oregon Counties Association. In recent years, the membership dues covered the expense of a hired lobbyist, but they recently decided to no longer use the lobbyist. Until EOCA can come up with a full budget and what the dues will go toward, they are asking counties to pay the amount they already budgeted. Chair Doherty suggested \$7,500 but asked that it be put forward as an agenda item.

Signing of documents

Adjourned: 12:00 p.m.

Morrow County Board of Commissioners Meeting Minutes
July 10, 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
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:02 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, July 11th, \$267,186.91; Retirement Taxes, July 2nd, \$20,563.41; Payroll Payables, Fiscal Year End Payroll, July 2nd, \$161,124.58*
- 2. Tenth Amendment to 2017-2019 Oregon Health Authority Intergovernmental Agreement #153133, Community Mental Health, Substance Use Disorders and Problem Gambling Services, and authorize Chair Doherty to sign on behalf of the County*
- 3. 2019-2021 Oregon Department of Human Services Intergovernmental Grant Agreement #157836 for the Financing of Community Developmental Disability Services; effective July 1, 2019 – June 30, 2021; and authorize Chair Doherty to sign on behalf of the County*
- 4. 2019-2021 Oregon Health Authority Intergovernmental Agreement #159175 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling Services; \$1,542,803.84; effective July 1, 2019 – December 31, 2020 (end date confirmed by OHA Contract Specialist); and authorize Chair Doherty to sign on behalf of the County*

Commissioner Russell seconded. Unanimous approval.

Business Items

Predator Control on the Bombing Range

At the July 3rd BOC Meeting, the Commissioners reviewed a report from USDA/Morrow County Wildlife Specialist, Chris Lulay directed to the Navy regarding predator control and its history on the Bombing Range. Commissioner Russell discussed the letter he drafted to accompany the report to the Navy.

Commissioner Lindsay moved to approve signing the letter about predator control on the Bombing Range addressed to Captain Matthew L. Army, Commanding Officer, Naval Air Station Whidbey Island. Commissioner Russell seconded. Unanimous approval.

Predator Control in Morrow County

Commissioner Lindsay presented a letter from Brian Thompson, livestock producer, asking the County and other livestock producers to contribute toward the cost of hiring a helicopter to fly for coyote predation. She said Mr. Thompson planned to attend but was unable to make today's meeting. The discussion was tabled until July 24th so both Mr. Thompson and representatives from USDA Wildlife Services could be in attendance to discuss the request, and predator control, in greater detail.

Commissioner Reports

- Chair Doherty discussed the recent National Association of Counties' Annual Conference he attended. He said he hoped to be appointed as one of the Vice Chairs of the Arts and Culture Commission. Chair Doherty also reported the article printed last year in the Gazette-Times about his bus trip to the 2018 NACo Annual Conference will be published in the July NACo Newsletter.
- Commissioner Lindsay said the Local Public Safety Coordinating Council (LPSCC) Coordinator, Jessy Rose, will wrap up work on mapping that will help show where resources can be directed. Commissioner Lindsay said the Association of Oregon Counties will no longer receive the grant that funds the LPSCC Coordinator positions and she asked Chair Doherty and Commissioner Russell to start thinking about options.
- Commissioner Russell said he was interviewed by George Plaven with the Capital Press about the recent purchase of Lost Valley Farm by Easterday Farms. The article also appeared in the East Oregonian, he said.

Department Reports

Justice Court Quarterly Report

Judge Ann Spicer

Judge Spicer reviewed the Distribution of Fines and Assessments reports for April-June. She also brought up her retirement at the end of the calendar year and said several people have indicated an interest in the Justice of Peace position.

Commissioner Russell said his research indicated the Governor is responsible for midterm appointments but takes recommendations from the local Board of Commissioners into consideration.

Chair Doherty added the Governor's Office is also responsible for publicly noticing the vacancy.

Correspondence

- Letter from the Planning Department to adjoining and affected landowners concerning the request to allow construction and operation of up to a 115 kV temporary

transmission line on a single property within Umatilla Electric Cooperative easement. It was noted this is for a temporary line to the Vadata construction site. Public Works Director Matt Scrivner said he would be making written comment and that the County only permits the portion that crosses the road near the intersection of Wilson Lane and Olson Road. The Boardman to Hemingway Transmission Line Project was brought up by Chair Doherty, who said he contacted Idaho Power's Jeff Maffuccio about concerns from local landowners Mitch Ashbeck and John Luciani.

- Press release regarding the introduction of a "Bipartisan Bill to End Price Gouging on Prescription Drugs" introduced by Senator Jeff Merkley, among others.

Break: 10:02-10:09 a.m.

10:09 a.m. Executive Session – Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

10:58 a.m. Closed Executive Session – No decisions

Chair Doherty announced the potential for a decision following the next Executive Session.

11:01 a.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

12:04 p.m. Closed Executive Session – No decisions

Signing of documents

Adjourned: 12:07 p.m.

Board of Commissioners Meeting Minutes
July 17, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Vice Chair Melissa Lindsay
Commissioner Don Russell
Darrell J. Green, Administrator
Kate Knop, Finance Director

Richard Tovey, County Counsel
Roberta Lutcher, Executive Assistant

Excused
Chair Jim Doherty

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

City & Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, July 18th, \$172,862.54; Manual Check, July 11th, \$9,968.18*
2. *Minutes: June 12th*
3. *Oregon Liquor Control Commission Temporary Sales License Applications from the Oregon Trail Pro Rodeo for events on August 16-18 and August 24*
4. *Rock Quarry Agreement with Wilkinson Ranches, LLC; term of agreement to be July 17, 2019 to June 2024 with optional one-year renewals for stockpile purposes only, up to 10 years; \$0.25 per solid yard of rock extracted and \$200 per year for use of property for stockpiled gravel*

Vice Chair Lindsay seconded. Unanimous approval.

Business Items

Easement Modification Request from Morrow County Grain Growers (MCGG)

Carla McLane, Planning Director

Kevin Gray, General Manager, MCGG

MCGG plans to expand its operations in Ione but a County easement that runs diagonally across the property prevents that expansion. At the May 1st BOC Meeting, MCGG requested the County reduce the size of the 100' abandoned Union Pacific Railroad Easement to 25' and relocate it to the southern border of the property. The Board supported the request.

The draft Modification of Easement document was reviewed and discussed. The Board agreed the final document, with minor changes noted during discussion, could be placed on next week's Consent Calendar.

Easterday Farms – Introduction & Discussion

Bill Easterday & Cody Easterday, Easterday Farms

Easterday Farms recently purchased the now defunct Lost Valley Farm near Boardman. Bill and Cody Easterday discussed the problems with the condition of the property upon purchase and the efforts to bring it into compliance with multiple State agencies. They discussed their immediate plans for the operation, as well as longer term goals. Cody Easterday said in the beginning they thought 11,000 dairy cows could be supported, however, when calculating the nutrient load, it became apparent the realistic number was 8,000. He went on to list the numbers for replacement heifers and bull-calf beef production, and the number of acres under pivot for potatoes, onions and forage crops (5,400).

Ms. McLane explained her office's involvement has been to review the land use compatibility statement for the Confined Animal Feeding Operation (CAFO) permit. She said the working relationship with Easterday Farms has been very positive and she received similar feedback from other people in the community.

Commissioner Russell said he wished them well and knew from prior discussions with the representatives from the Oregon Department of Agriculture (ODA) and Oregon Department of Water Resources (OWRD) that the facility could be made operational if done correctly. He said it takes 60,000 dairy cows to supply the daily needs of the Tillamook plant in Boardman and they have plans for expansion.

Vice Chair Lindsay talked about the protected groundwater area and asked about water quantity and monitoring.

Cody Easterday said they will be fully engaged in water transfer and their water usage will be 30% less than before with the change in dynamics. He said they volunteered for OWRD to come in with monitoring equipment and have been in conversation with ODA. They are keeping regulatory agencies in the loop as they move forward, he added.

School Based Health Center (SBHC) Agreement – Public Health Department & Community Counseling Solutions

Mr. Green presented on behalf of Public Health Director Sheree Smith. The Health Department received a Mental Health Expansion Grant from Oregon Health Authority for fiscal years 2019-2021 in the amount of \$80,000. The funds will be directed to the Health Department and passed to CCS for services rendered (invoiced) at the SBHC. During discussion, it was asked if the funds go through the County's Finance Department. Kate Knop, Finance Director, answered no, but she was working with Ms. Smith to improve that process.

Commissioner Russell moved to approve the School Based Health Center Agreement between the Morrow County Health Department and Community Counseling Solutions; effective dates July 1, 2019 ending on June 30, 2021; amount \$80,000 for the biennium; and authorize Vice Chair Lindsay to sign on behalf of the County. Vice Chair Lindsay seconded. Unanimous approval.

Irrigon Building Project Update

Mr. Green reported:

- Work continues on the draft Request for Qualifications for the progressive design-build contractor.
- An estimate is being obtained from Umatilla Electric Cooperative to permanently relocate the power pole in the alleyway.

Department Reports

Planning Department Monthly Report

Ms. McLane

Ms. McLane reviewed her report. Regarding the Green Energy Corridor item, she said the Department of Land Conservation and Development will appoint a rules advisory committee at its meeting next week in Condon. She asked the Board to identify two names for consideration. After discussion, it was agreed to submit the names of Ms. McLane and Commissioner Russell.

Juvenile Department Quarterly Report

Sherry Wright, Juvenile Probation Counselor

Ms. Wright discussed the statistics for the just completed fiscal year compared to the previous fiscal year. She said the number of youth referred was down, but the number of referrals to services for those kids was up (one individual can have multiple referrals for services). Ms. Wright mentioned that marijuana usage and vaping have increased among the youth and that she continues to educate them as to the dangers, especially of vaping. She reviewed staff activity for the quarter.

The Loop Quarterly Report

Anita Pranger, Coordinator

Ms. Pranger reviewed her report. She discussed her response to the findings from the recent federal review and made the report available to the Board.

As a matter of common departmental practice, Commissioner Lindsay asked that the Board be informed when program reviews are scheduled, as well as when the resulting reports and/or findings are received.

Emergency Management Quarterly Report

Undersheriff John Bowles

The report prepared by Undersheriff Bowles was reviewed and discussed. He also talked about a meeting that took place yesterday with a representative from the Department of Homeland Security and Bobbi Childers, Clerk. He said the DHS rep toured our facilities and talked about resources they can provide. Undersheriff Bowles said DHS offers free trainings and he planned to take advantage of that resource.

Clerk's Quarterly Report

Bobbi Childers

Ms. Childers reviewed her report and continued the discussion about the meeting with DHS. She said the purpose was to offer suggestions, not orders. She also planned to follow-up with the offer of free trainings.

Ms. Childers brought up requests for documents by the public and asked that the County follow the practice that records be obtained from the department that can certify authenticity.

Ms. Childers also discussed the documents archived by the Clerk's Office from all public meetings of the Board of Commissioners. Due to storage issues, she asked that the Board consider turning in only those records that are considered permanent, such as agendas, minutes, resolutions, orders, and ordinances. She then discussed the benefits of using optical character recognition software to digitally index those documents. The Commissioners were in favor of Ms. Childers exploring that option. Finance Director Kate Knop suggested this also be a discussion during long range planning meetings.

Correspondence

- Notice of public comment deadline extension on the Boardman to Hemingway Transmission Line Project
- Notice of Eastern Oregon Economic Summit, July 26th in Hermiston
- "Legislative Wins of the 2019 Oregon Legislative Session," compiled by the Association of Oregon Counties

Break: 11:27-11:36 a.m.

(Cancelled: 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)

11:37 a.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

12:24 p.m. Closed Executive Session

Signing of documents

Adjourned: 12:35 p.m.

Morrow County Board of Commissioners Meeting Minutes
July 24, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

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

City & Citizen Comments: None

Open Agenda: Commissioner Russell requested a discussion on the name of Laurel Lane Road.

Consent Calendar: Commissioner Lindsay asked to remove the Easement Modification request from Morrow County Grain Growers (MCGG); Commissioner Russell asked to remove the invoice from the Eastern Oregon Counties Association (EOCA); and Chair Doherty asked to remove the Purchase Pre-Authorization Request from the Assessment & Tax Office for a vehicle.

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

1. *Accounts Payable, July 24th, \$98,734.39; Three Payroll Payables, July 2nd, \$3,125; July 8th, \$20,825.91; July 17th, \$170,668.08*
2. *Minutes: June 19th*
3. *Kayak Public Transit Purchase Service Agreement with the Confederated Tribes of the Umatilla Indian Reservation to provide transportation of elderly and handicapped residents of Morrow County (trips in and out of Irrigon to Hermiston, Pendleton and La Grande), effective July 1, 2019 through June 30, 2021, amount \$12,000 per year*
4. *Oregon Department of Aviation Intergovernmental Agreement #33694, Lexington Airport, 2018 Statewide Airport Pavement Maintenance Program; \$26,877.09 to crack seal the apron and surrounding taxiways, no match required; and authorize Chair Doherty to sign on behalf of the County*
5. *Purchase Pre-Authorization Request from the Sheriff's Office for a Polaris Ranger from Morrow County Grain Growers, \$26,024.27; vehicle will be used at the OHV Park, funding from Oregon Parks and Recreation Department ATV Grant Program Agreement #ATV-19-32, 20% match required*
6. *United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services, Annual Work and Financial Plan; effective July 1, 2019 to June 29, 2020; \$60,000; for wildlife management assistance to reduce or manage damage by coyotes and other nuisance wildlife to protect property and human health and safety; and authorize Chair Doherty to sign on behalf of the County*

Commissioner Lindsay seconded. Unanimous approval.

9:03 a.m. Public Hearing – Community Wildfire Protection Plan Adoption

Carla McLane, Planning Director

Stephen Wrecsics, GIS Planning Tech

Chair Doherty called for abstentions and conflicts of interest. Hearing none, he asked audience members to sign-in and then outlined how to testify.

Mr. Wrecsics provided the Staff Report. He explained the 2019 Community Wildfire Protection Plan (CWPP) was created by a group of stakeholders that focused on identifying and addressing local wildfire threats. This 2019 update builds on the 2014 CWPP with updated maps and Wildland Urban Interface Boundaries, and is now in alignment with national policy and strategies. Mr. Wrecsics talked about the participating agency partners and the timeline of the committee's work to bring the Plan to the Board for consideration. The members have committed to annual meetings that will likely result in new action items for the update slated for 2023/2024, he said. The sections of the Plan were briefly reviewed by Mr. Wrecsics, who said the Planning Commission forwarded a do-adopt recommendation to the Board.

Chair Doherty commented on the participation from Federal agencies, saying he'd never seen that level before.

Ms. McLane said the Plan itself requires the signatures of the Board of Commissioners, the Morrow County Fire Defense Board Chief, the Oregon Department of Forestry and the U.S. Forest Service. Various discussions.

Chair Doherty called for proponents to speak.

Doug Baxter, Fire Management Officer, U.S. Forest Service, Heppner Ranger District
Mr. Baxter said the CWPP provides the groundwork for future discussions on zoning and ordinances that can provide protections for firefighters. He said there are places in which he would not send his people because they wouldn't get out safely. He said the discussions that took place during the CWPP meetings revolved around evacuation routes, egress in and out and how to provide a safe environment for firefighters to actively engage fires and protect property and lives. He continued, the lines between agencies have been blurred as everyone is now focused on safety and efficiency. We got started down the right track, he added.

Chair Doherty asked Mr. Baxter about sending resources to a structure fire in a high-risk area.

Mr. Baxter said his agency is not equipped to fight structure fires. However, if someone has been proactive and maintained defensible spaces, they might help, but he emphasized, they would not put their people at risk. It's hard to tell people they probably shouldn't have built a house in a high-risk area, he said, but is the risk of putting people there who could die worth it?

Chair Doherty called for opponents to speak. Hearing none, he closed the public hearing at 9:29 a.m. to deliberate.

Commissioner Russell moved to adopt the Community Wildfire Protection Plan with the changes presented by staff and direct Planning staff to prepare the necessary adopting Resolution, noting the Resolution can be on the Consent Calendar for the August 7th Board of Commissioners Meeting. Commissioner Lindsay seconded. Unanimous approval.

Business Items

Heppner Ranger District Wildfire Response Plan

Brandon Houck, Ranger, Heppner District, U.S. Forest Service

Brett Thomas, Umatilla Fire Management Officer, Forest Supervisor's Office, Pendleton

Doug Baxter, Fire Management Officer, U.S. Forest Service, Heppner Ranger District

Mr. Houck laid out the Forest Service's current philosophy regarding wildland fire management, which included the following highlights:

- They continue to follow the goals of the National Cohesive Wildland Fire Management Strategy: safe and effective wildfire response, resilient landscapes, and working toward fire adapted communities.
- They will use active management focused on wildfire risk reduction, forest health, forest products, restoration and cross-boundary collaborations.
- Their Shared Stewardship Initiative addresses concerns related to fuel loads, community exposure and cross-boundary fires through cross-boundary collaboration with states and other partners and neighbors.
- The need to use every tool at their disposal – grazing, timber sales, stewardship contracts, the Good Neighbor Authority, as well as planned and unplanned ignitions.

Mr. Houck said planned ignitions, or prescribed burning, mimic natural fire and restore healthy forests. However, prescribed burning is highly dependent on weather conditions that have to fall within a narrow window of criteria.

Using unplanned ignitions, said Mr. Houck, means the Forest Service will use wildland fire to achieve desired ecological conditions where possible and where it makes sense. When favorable conditions exist, the Umatilla National Forest may implement an active suppression strategy that uses natural barriers or existing roads as containment lines instead of suppressing the fire directly along the fire's edge.

Mr. Houck said by using fire in the right place at the right time to restore resiliency on the landscape, the Forest Service is preventing greater future risks to fire responders, the public, and resource values. There are areas that are excluded from unplanned ignitions, such as the Penland Lake area, Black Mountain above Blake Ranch and the land surrounding the OHV Park.

Mr. Thomas continued the discussion on unplanned ignitions by saying the Forest Service and other partners are good at dealing with smaller fires, but when we keep doing that, it sets the clock back because we continue to miss the natural fire interval. He said, as an agency, it's taken decades to grasp this, that we continue to set the stage for some very difficult days to where we're now not interested in putting someone's son or daughter in tough situations, our own

employees. Mr. Thomas said from his years of experience, some of the lands within Morrow County and in the Heppner District lend themselves to this sort of approach because of the fuel types, road system and fairly gentle terrain. He went on to say the Oregon Department of Forestry is an important partner to bring on board. ODF's mission is "the least acreage burn," and we're having conversations with them, he said.

The Commissioner thanked Mr. Houck, Mr. Baxter and Mr. Thomas for the presentation. Chair Doherty said this kind of collaboration is how things are supposed to happen; Commissioners Lindsay and Russell agreed.

Predator Control

Chris Lulay, USDA Wildlife Services, Morrow County Wildlife Specialist

Patrick Smith, USDA Wildlife Services, Eastern Oregon District Supervisor

Chair Doherty read from a letter submitted by Brian Thompson, livestock producer, asking the County and other livestock producers to contribute toward the cost of hiring a helicopter to fly for coyote predation (Greg Jensen, doing business as calfsavers.com). He said the request from Mr. Thompson, who was unable to attend today's meeting, was reasonable but he wanted to find out if Wildlife Services could work with him and what that value might be, etc.

Mr. Lulay discussed Wildlife Services' aerial and ground efforts for predation using fixed-wing aircraft. He said issues with finding a pilot prevented them from doing as much aerial work in recent years as they'd like.

Mr. Smith explained the absence of a full-time pilot for the past three winters meant they had to borrow a pilot from neighboring states. However, he said they anticipated having a full-time seasonal pilot this upcoming winter. He reviewed the costs associated with the use of a fixed-wing aircraft and said they are usually paid by the cooperator/landowner of the property being flown. However, there are some counties and entities that set aside funds just for aerial operations, he added.

Chair Doherty said Mr. Thompson's group hoped to raise \$15,000-16,000 and the County might consider \$1,000. He asked if Wildlife Services could work with them or would that be outside the agency's scope?

Mr. Smith said Wildlife Services has to be careful when involved with outside entities. Their personnel cannot get in a private aircraft or be working the ground below. They can work with the landowner and give advice as to what areas to fly, for example.

Mr. Lulay said he didn't want to fully exclude their fixed-wing program because it's a valuable asset. In the past, he said, an individual outside Morrow County covered the flying costs of CalfSavers to come in to Morrow County, so that might be why the group is asking for funds now. He then said if the County is allocating funds for aerial depredation, can Wildlife Services be considered, as well.

Commissioner Lindsay said she assumed all of their activities were already part of the budget request to Morrow County.

Mr. Smith said they have not asked for funds to support the aerial program as it's typically charged to the cooperator/landowner. He said some counties do set aside funds for aerial operations, but the focus of the request in Morrow County has been to maintain a full-time person (Mr. Lulay's position).

Chair Doherty asked that they consider one request at a time. He then asked for an update on predator control at the Bombing Range.

Mr. Lulay said the Navy's initial response to the request to do predator control was that it was not their concern. However, Naval Air Station Whidbey Island's Natural Resource Manager, Mike Bianchi, said he would forward the request up the chain to the Commander. There would be stipulations, if allowed, he said.

Commissioner Russell said he would bring the topic up at the meeting in September with the Commander.

Chair Doherty said there is a new Area of Known Wolf Activity in the Gurdane/Lena area and asked the implications of that.

Mr. Lulay said as far as trapping, it means the aerial tool is selective; trap sizes are limited; and traps have to be checked every 24 hours instead of 48.

Mr. Smith said it definitely increases the amount of resources they put into an area.

Getting back to the request from Mr. Thompson, Chair Doherty said he wanted to contact Mr. Thompson before the Board considered a motion.

Site Specific Environmental Review Form Related to a Morrow County Housing Rehabilitation Revolving Loan Program Application

Judy Moore, Greater Eastern Oregon Development Corporation (GEODC)

Ms. Moore said funds are available in Morrow County and Heppner for housing rehabilitation for low-to-moderate-income residents. She discussed the application received from an Irrigon resident and said given the parameters of the program and the value of the home, not all repairs can be done. However, to proceed with the repairs that can be made, the Site Specific form needs to be signed by the highest elected official. She also said she needed to form a committee consisting of one or two bankers to review the application. Commissioner Lindsay offered to assist Ms. Moore with forming the committee.

Chair Doherty said he would be happy to sign the form.

Ms. Moore concluded by saying she was drafting an intergovernmental agreement to combine both the Morrow County and City of Heppner funds into one fund.

Juvenile Crime Prevention (JCP) Funds

Sherry Wright, Juvenile Probation Counselor

Darrell Green, Administrator

Ms. Wright said Morrow County is the only county that does not participate in State JCP funds, which are used to reduce recidivism and for crime prevention. She said Morrow County received the funds from approximately 1999-2010 to support a Juvenile Counselor position but decided not to participate when the grant process became too onerous and the funding was decreased. The Juvenile Counselor position was eliminated at that time. Since then, she said, the process to obtain the funding has become less intense. She discussed her ideas for use of the funds, and noted they would not be used to support a position in the Juvenile Department.

Mr. Green said the Finance Department is available to help the Juvenile Department with grant reporting, but the proposal to apply for the funds has to go before the LPSCC Committee (Local Public Safety Coordinating Council).

Commissioner Lindsay said she believed there would be support for this with the LPSCC Committee, and Chair Doherty encouraged Ms. Wright to keep moving forward.

Intergovernmental Agreement with Umatilla County Health Department, Nurse Family Partnership; and Business Associate Agreement

Sheree Smith, Public Health Director

Ms. Smith explained that a full-time nurse in the Public Health Department is assigned half-time to the Nurse Family Partnership (NFP) program. According to the Oregon Health Authority website, NFP is a program that partners a registered nurse with vulnerable first time mothers early in their pregnancy to provide home visits that continue through the child's second birthday. Ms. Smith explained Umatilla County acts as the fiscal agent and the only funds exchanged are for reimbursement of training costs to Morrow County for required trainings. She then discussed the Business Associate Agreement and said it was to protect personal health information, as required by HIPPA (Health Insurance Portability and Accountability Act).

Commissioner Russell moved to approve the Nurse Family Partnership Intergovernmental Agreement with Umatilla County Health Department, effective July 1, 2018 - June 30, 2022; and the Business Associate Agreement, Nurse Family Partnership with Umatilla County Health Department for the exchange of information for mutual client services, effective July 1, 2019 - June 30, 2022, and authorize Chair Doherty to sign both agreements on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Public Health Department Quarterly Report

Ms. Smith reviewed her quarterly report. Discussion also took place on recruitment efforts for the vacant Registered Nurse position.

Business Items, continued

Easement Modification Request from MCGG

Ms. McLane

At the July 17th BOC Meeting, the Board agreed the Easement Modification request could move forward to this week's Consent Calendar. MCGG requested the County reduce the size of the 100' abandoned Union Pacific Railroad Easement to 25' and define it as being at the southern border of their property in Ione to allow for planned expansion.

Commissioner Lindsay asked if a 25' easement was large enough, especially given the development in north County.

Ms. McLane explained the 100' easement was defined as "floating" in the 1990 or 1991 document until a utility was installed in it, then it becomes 25'. This request, as with the fire hall in Heppner, seeks to "nail down" the 25' easement so the owners can build upon the property without being encumbered by the larger easement, she said.

Surveyor Stephen Haddock also provided additional details on the history of the easement.

Commissioner Lindsay moved to approve the modifications to the easement as described in the Modification of Easement document. Commissioner Russell seconded. Unanimous approval.

EOCA Membership Dues Invoice

The Board tabled the item until EOCA establishes a budget that outlines how dues will be used.

Purchase Pre-Authorization Request, Assessment & Tax Replacement Vehicle

Chair Doherty noted the request came in after the deadline and asked Mr. Green to help him understand why it was added to the agenda.

Mr. Green said the next BOC Meeting would not be until August 7th and the quotes for the 2019 vehicles were subject to availability, meaning if they sold, the 2020 vehicles would be at an increased price. Discussion about the details of the quotes.

Commissioner Russell moved to approve the Purchase Pre-Authorization Request from Assessment & Tax for a 2019 Jeep Cherokee Plus from Hermiston Chrysler Dodge Jeep Ram in the amount of \$23,287.50. Commissioner Lindsay seconded. Discussion. The Board had several questions for Mr. Gorman and decided to talk to him via telephone following the Executive Session and then call for the vote.

Laurel Lane Road Discussion

Commissioner Russell said Boardman resident Ed Glenn communicated to the County his displeasure that what he believed to be Laurel Lane is being referred to as Laurel Road and in some instances Laurel Lane Road. He said Mr. Glenn donated the land for the road with the stipulation it be called Laurel Lane, after his daughter. The County later renamed all its roads that run east-to-west as “lanes” and roads that run north-to-south as “roads.” At that time, Mr. Glenn wanted it to still be “lane,” even though it fit the designation as “road.” Morrow County Judge Don McElligott and Mr. Glenn reached the compromise of Laurel Lane Road. Commissioner Russell reviewed additional history of the street in question.

County Counsel Justin Nelson said they responded to Mr. Glenn that there is a process to change street names that can be taken up by the landowner. However, he said in this case, it might be best for the County to be responsible for that process.

Commissioner Russell said he would report back with Mr. Glenn’s response.

Break: 11:35-11:40 a.m.

Department Reports, continued

Surveyor’s Quarterly Report

Stephen Haddock

Mr. Haddock reviewed his report. He also talked about six subdivision plats in the process in the County. He said one subdivision includes 34 lots on the edge of Boardman, 32 of which are already slated for housing development. He said the entry and exit of the subdivision will be on Wilson Lane, a County road. He said he and Ms. McLane are in discussions to develop a standardized process to notify the County when cities/entities receive applications for development, such as subdivisions.

Road Report

Eric Imes, Assistant Road Master

Mr. Imes reviewed the Road Report for July. The discussion turned to permits for building in the right-of-way after Chair Doherty said he received calls from constituents asking why the County appeared to be inconsistent in its permitting requirements. Commissioner Lindsay said she received calls, as well, and suggested a written policy might be needed. Chair Doherty said a longer discussion is needed in order to build some consistency into the process.

Weed Department Quarterly Report

Dave Pranger, Weed Coordinator/Inspector

Mr. Pranger reviewed his report for April-June. He reported on a meeting at the Naval Bombing Range with Mr. Bianchi. He said they discussed noxious weed control and the County’s priorities. Another site visit is scheduled for September, and he said he was encouraged by what the Navy is doing and looked forward to implementing future recommendations.

Lunch break: 12:21-1:00 p.m.

1:00 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

1:32 p.m. Closed Executive Session

1:33 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

1:54 p.m. Closed Executive Session

1:55 p.m. Executive Session - Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

2:15 p.m. Closed Executive Session

Return to Regular Meeting

Business Items, continued

Predator Control, continued

Chair Doherty said he was unable to reach Mr. Thompson and suggested \$1,000 be put toward the request; Commissioner Lindsay agreed. She further noted her name (Turner Ranch) was among the ranches listed in the attachment to Mr. Thompson’s letter even though she is not a cattle rancher, but because her property provided the needed “connectivity” to make the area continuous.

Commissioner Russell moved to approve \$1,000 be granted to the request as outlined in Mr. Thompson’s letter, with the funds to come from the Court Discretionary Fund. Commissioner Lindsay seconded. Unanimous approval.

Purchase Pre-Authorization Request, Assessment & Tax Replacement Vehicle, continued

Commissioner Lindsay called for the question. Commissioner Russell said for discussion purposes, it’s been noted the assessor preferred a more neutral color. Chair Doherty said the Board made the determination based on that, and the fact the next meeting was two week out and there was a risk of the cost increasing. It was not based on the location relative to cost, he said. Unanimous approval.

Miscellaneous

Chair Doherty discussed the need to have the minutes of the Columbia River Enterprise Zone II Board publicly available on the County website, as they are public meetings.

Department Reports, continued

Human Resources Quarterly Report

Karmen Carlson, Director

Ms. Carlson reviewed her report. Discussion transpired on making the hiring process uniform between all departments.

County Counsel/District Attorney Quarterly Report

Justin Nelson, County Counsel/DA

Mr. Nelson reviewed his report.

Correspondence

- Letter from Lindsay Huddleston, Hilltop Public Solutions, asking for assistance to encourage Congress to pass the United States-Mexico-Canada Agreement (USMCA)
- Email from the Association of Oregon Counties conveying an invitation from the White House to all Oregon commissioners and judges to attend a briefing on September 10th

Commissioner Reports

- Commissioner Lindsay talked about drone activity at the Pendleton Airport and the idea of bringing some of that to the Lexington Airport. This topic, as well as other airport-related matters, prompted her to ask Public Works staff to put together a meeting of the Airport Advisory Committee. She also reported LPSCC approved forwarding the Justice Reinvestment grant for Parole & Probation to receive those funds. She said the BOC currently does not receive reports from P&P, and some members of LPSCC want more data to show they are improving recidivism statistics. Commissioner Lindsay said she is now a member of the GEODC Board and will work for stronger activity in Morrow County.
- Commissioner Russell said work continues on the retirement plan change analysis. He provided reports on the most recent meeting of the CREZ II Board and the Solid Waste Advisory Committee.
- Chair Doherty talked about the Stepping Up Summit he attended, as well as the Annual Conference of the National Association of Counties

Signing of documents

Adjourned: 4:00 p.m.

Roberta Lutcher

From: Melissa Ross
Sent: Wednesday, July 10, 2019 1:02 PM
To: Roberta Lutcher
Subject: RE: OLCC Annual Renewals

Hi Roberta,
Sheriff Matlack reviewed the applications and calls we have received in connection to or in the area of these two establishments. He has no objections to the renewals.
Melissa

Melissa A. Ross
Administrative Lieutenant
PIO / Civil / Records
Morrow County Sheriff's Office
Morrow County Emergency Management
mross@co.morrow.or.us
325 Willow View Drive
Post Office Box 159
Heppner, OR 97836
Dispatch 541.676.5317
Desk 541.676.2533
Fax 541.676.5577

From: Roberta Lutcher
Sent: Monday, July 8, 2019 2:18 PM
To: Melissa Ross <mross@co.morrow.or.us>
Subject: OLCC Annual Renewals

Hi Melissa,
It looks like it's OLCC annual renewal time for the two places in Boardman (Love's and Willow Run Golf Course). Could your office do its usual check and let us know if approval is recommended. We'll place this on the consent calendar for the August 7th meeting. I'd think if all goes well, attendance would not be needed.

Thank you,

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us



Oregon

Kate Brown, Governor

Liquor Control Commission

PO Box 22297

Portland, OR 97269-2297

(503) 872-5000

(800) 452-6522

Morrow County Court
MORROW COUNTY
PO Box 788
Heppner, OR 97836

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2019**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

\$0.00 Renewal Fee for ON-PREMISES \$0.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.
PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until 9/4/2019 to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. DO NOTHING. If you do not submit a recommendation by **9/4/2019**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gov or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.



REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations
public drunkenness
fights or altercations
harassment
unlawful drug sales
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking
increase in traffic
too many licenses in a specific area (saturation)
entertainment type - nude dancing, gambling, live bands, etc.
increased noise
zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address & Phone</u>	<u>Premises Mailing Address</u>
Lic. 279710 Prem. 55714	LOVE'S TRAVEL STOP #650 LOVE'S TRAVEL STOPS & COUNTRY S O - OFF-PREMISES SALES	78665 TOWER RD BOARDMAN, OR 97818	PO BOX 26210 OKLAHOMA CITY, OK 73126
Lic. 279951 Prem. 39092	WILLOW RUN GOLF COURSE KENNA J. PUNCHES L - LIMITED ON-PREMISES SALES	78873 TOMS CAMP RD BOARDMAN, OR 97818 541-481-4381	PO BOX 910 BOARDMAN, OR 97818

Count for MORROW COUNTY

2



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

(For BOC Use)
Item #
4d

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 08-07-2019

Short Title of Agenda Item: Community Wildfire Protection Plan
(No acronyms please) Adoption by Resolution No. R-2019-17

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

- Order or Resolution (checked)
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 (checked)
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

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

Reviewed By:

Carla McLane 08022019 Department Head Required for all BOC meetings
David [Signature] 8/5/19 Admin. Officer/BOC Office Required for all BOC meetings
R. Tovey email 7-26-19 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):

A Public Hearing to consider the Community Wildfire Protection Plan (CWPP or Plan) was held on July 24, 2019, at the Bartholomew Building in Heppner, Oregon, with the Board of Commissioners adopting said Plan. As part of the motion it was set for the August 7, 2019, Board of Commissioners Consent Agenda.

2. FISCAL IMPACT:

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

If removed from the Consent Agenda...

"I move approval of Resolution R-2019-17 which adopts the Community Wildfire Protection Plan, making it part of the Natural Hazards Mitigation Plan."

Attach additional background documentation as needed.

From: [Richard Tovey](#)
To: [Carla McLane](#); [Justin Nelson](#)
Cc: [Stephen Wrecsics](#); [Darrell Green](#); [Roberta Lutcher](#)
Subject: RE: Adopting Resolution: CWPP
Date: Friday, July 26, 2019 4:48:35 PM

All-

I have reviewed the Adopting Resolution: CWPP and have no issues with form or content. The document is ready for review by the BoC.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Carla McLane
Sent: Wednesday, July 24, 2019 5:20 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Stephen Wrecsics <swrecsics@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: Adopting Resolution: CWPP

Justin and Rich,

The BOC did adopt the CWPP today, moving the Resolution to the Consent Agenda on August 7. Please let me know if you have any concerns or changes to the attached Resolution. I am heading out tomorrow morning, flying to Pittsburgh for the interment of my mother-in-law, returning to the office next Tuesday. Stephen is copied and can facilitate any needed changes. My intent would be to get this all off to Roberta mid-week next week for inclusion on the August 7 Consent Agenda.

Thanks in advance for your assistance.

Carla

Carla McLane, MBA
Morrow County Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97844
541-922-4624
cmclane@co.morrow.or.us

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

A RESOLUTION ADOPTING THE MORROW COUNTY) Resolution Number
COMMUNITY WILDFIRE PROTECTION PLAN UPDATE) R-2019-17
AND INCORPORATING SAID PLAN INTO THE NATURAL)
HAZARD MITIGATION PLAN WILDFIRE ANNEX)

WHEREAS, Oregon Revised Statute 203.035 authorizes Morrow County to exercise authority within the county over matters of County concern; and

WHEREAS, Morrow County adopted a Natural Hazard Mitigation Plan in 2016 by Resolution R-2016-3 to reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency pre- and post-disaster mitigation grant programs; and

WHEREAS, the Natural Hazards Mitigation Plan contains multiple Hazard Annexes, of which the current adopted Community Wildfire Protection Plan serves as the Wildfire Annex; and

WHEREAS, the Community Wildfire Protection Plan was nearing the end of its five-year lifecycle; and

WHEREAS, in June of 2018 the Community Wildfire Protection Plan Stakeholder Group commenced an update of the Plan, with the current Plan adopted by the County in 2014 and the original Plan adopted in 2006; and

WHEREAS, the Stakeholder Group represented various agencies and organizations in Morrow County that included local fire protection districts, the Morrow County Emergency Manager, Morrow County Public Works, Morrow Soil and Water Conservation District, Oregon Department of Forestry, and the United States Forest Service, as well as others, all having a stake in wildfire mitigation; and

WHEREAS, the Stakeholders Group met seven times at the Morrow County Public Works building in Lexington, Oregon, on October 23, 2018; December 4, 2018; January 29, 2019; April 3, 2019; April 24, 2019; and May 23, 2019; with the Stakeholders Group providing a “do adopt” recommendation at the final meeting; and

WHEREAS, Planning Staff presented a draft version of the plan to the Morrow County Planning Commission on April 30, 2019, at the Port of Morrow Riverfront Center, Boardman, Oregon, and again on May 28, 2019, at the Bartholomew Building in Heppner, Oregon, resulting at both meetings in the Planning Commission providing a “do adopt” recommendation to the Board of Commissioners; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing on July 24, 2019, at the Bartholomew Building in Heppner, Oregon, with testimony in favor of adoption; and

WHEREAS, the Morrow County Board of Commissioners accepted the 2019 Morrow County Community Wildfire Protection Plan and approved it as presented with a 3-0 vote on July 24, 2019.

NOW THEREFORE BE IT RESOLVED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPT THE 2019 MORROW COUNTY COMMUNITY WILDFIRE PROTECTION PLAN INCORPORATING IT INTO THE MORROW COUNTY NATURAL HAZARDS MITIGATION PLAN WITHIN THE WILDFIRE ANNEX AND REPLACING THE 2014 COMMUNITY WILDFIRE PROTECTION PLAN.

Section 1 Title of Resolution:

This Resolution shall be known, and may be cited, as the “2019 COMMUNITY WILDFIRE PROTECTION PLAN.”

Section 2 Affected and Attached Documents:

The 2019 Morrow County Community Wildfire Protection Plan shall be added to the Wildfire Annex of the 2016 Natural Hazards Mitigation Plan, replacing the 2014 Community Wildfire Protection Plan.

Section 3 Effective Date:

This Resolution shall be effective immediately upon its adoption.

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 7TH DAY OF AUGUST 2019.

BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approve as to Form:

Morrow County Counsel

2019 Morrow County Community Wildfire Protection Plan

AUGUST 1, 2019

Morrow County Planning Department



Area 9

Fire Defense Board



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TABLE OF CONTENTS

Signature Page iv

Acknowledgements vi

Executive Summary 1

Mission, Goals and Objectives 3

Why a CWPP? 7

Planning Process 9

County Profile 13

Wildland Fire Risk Assessment 15

Emergency Operations 17

Action Plan 21

Monitoring and Revision 25

Appendices

Appendix A: Base Maps

- Morrow County Communities at Risk
- Morrow County Land Management
- Morrow County Land Cover
- Morrow County Rural Fire Protection Districts
- Morrow County Primary Transportation Routes
- Risk of Fire Occurrence
- Historic Fire Occurrence
- WUI Map

Appendix B: Definitions and Acronyms

Appendix C: Agency Contacts

Appendix D: General Incentives Programs

Appendix E: Action Items

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SIGNATURE PAGE

The contents of this document have been agreed upon and endorsed by the Morrow County Board of Commissioners, the District Forester of the Central Oregon District for Oregon Department of Forestry, Boardman Rural Fire Protection District, Heppner Rural Fire Department, and Umatilla National Forest, Heppner District. This plan is not legally binding as it does not create or place mandates or requirements on individual jurisdictions. It is intended to serve as a planning tool for the fire and land managers of Morrow County, and to provide a framework for those local agencies associated with wildfire suppression and protection services to assess the risks and hazards associated within Wildland Urban Interface (WUI) areas and to identify mitigation strategies for reducing those risks. This is a working document to be reviewed by members of the CWPP Stakeholders Group and updated as necessary.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Date

Melissa Lindsay, Commissioner

Date

Don Russell, Commissioner

Date

MORROW COUNTY FIRE DEFENSE BOARD CHIEF

Scott Goff, Area 9 Fire Defense Board, Chief

Date

OREGON DEPARTMENT OF FORESTRY

Rob Pentzer, District Forester, Central Oregon District

Date

UNITED STATES FOREST SERVICE

Brandon Houck, Heppner District Ranger

Date

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ACKNOWLEDGMENTS

This Community Wildfire Protection Plan represents the efforts and cooperation of a number of organizations and agencies working together to improve preparedness for wildfire events while reducing risk factors. Morrow County would like to thank our partners listed below for their work and commitment on the 2019 Morrow County Community Wildfire Protection Plan.

2018-2019 MCCWPP STAKEHOLDER GROUP:

Braden Britt	Oregon Department of Forestry
Bill Schlaich	U.S. Forest Service
Brian Kollman	Columbia Basin Electric Co-Op
Daniel Cleveland	Oregon Military Department
Doug Baxter	U.S. Forest Service
Janet Greenup	Natural Resources Conservation Service
Joseph Winkler	Oregon Military Department Fire Service
John Bowles	Morrow County Sheriff's Office
Marc Rogelstad	Boardman Rural Fire Protection District
Marty Broadbent	Boardman Rural Fire Protection District
Matt Scrivner	Morrow County Public Works Department
Mike Gorman	Morrow County Assessor's Office
Roy Swafford	Oregon Military Department
Scott Goff	Area 9 Fire Defense Board
Sean Merrill	U.S. Navy, NAS Whidbey Island
Stan Hutchison	Oregon Military Department
Steve Rhea	Heppner Fire Department
Terry Harper	Morrow County Sheriff's Department
Tom Wolff	Columbia Basin Electric Co-Op

SUPPORT STAFF

Carla McLane	Morrow County Planning Department
Stephen Wreccics	Morrow County Planning Department

This plan is available online at: <https://www.co.morrow.or.us/planning/page/community-wildfire-protection-plan-201819-update>

FOR A PHYSICAL COPY CONTACT:

Morrow County Planning Department
 205 Third Street NE
 Post Office Box 40
 Irrigon, OR 97844
 541.922.4624
www.co.morrow.or.us/planning

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EXECUTIVE SUMMARY

Recent fires in Oregon and across the western United States have increased public awareness over the potential losses to life, property, and natural and cultural resources that fire can pose. The 2019 update to the Morrow County Community Wildfire Protection Plan (MCCWPP) is the result of a countywide effort initiated to reduce wildland fire risk to communities and their citizens, the environment, and quality of life within Morrow County. Citizens, fire districts, county staff or elected officials, and agency representatives have worked together to create a plan that would be successful in implementing fuels reduction projects, fire prevention education campaigns, and other fire-related programs. The planning process was designed to meet the guidance in the National Fire Plan and the Healthy Forest Restoration Act of 2003 (HR-1904). A Stakeholder Group with representatives from the various agencies and local jurisdictions responsible for wildfire suppression and protection worked together to guide the planning process. Numerous meetings were held throughout the development of the Plan to gain input from representative interest groups. Goals for the update process were:

- Identify and evaluate wildfire hazards utilizing risk data collected from the Oregon Advanced Wildfire Risk Explorer with an emphasis as identified by MCCWPP Stakeholder Group members on Communities at Risk.
- Improve wildfire response capability of fire districts and better prepare Morrow County residents to survive and save their property during a wildfire situation.
- Ensure that the county and their respective fire districts and communities are eligible for funding assistance to reduce wildfire hazards and to prepare residents for wildfire situations (National Fire Plan, Healthy Forest Restoration Act, FEMA and other sources).
- Develop recommended strategies for private, state, and federal lands to reduce hazardous fuel situations and reduce the risk for damage to lives and property from wildfires.

This Plan describes the various agencies and local jurisdictions responsible for wildfire protection in Morrow County and explains the pertinent programs and laws associated with wildfire issues. This plan provides an overall assessment of the wildfire risk in Morrow County, and considers and rates: ignition risk, wildfire hazards, values protected, protection capability, and structural vulnerability. A Wildland Urban Interface boundary is established and includes portions of National Forest and private lands. This Plan offers Action Items designed to reduce the wildfire risk for Morrow County as a whole, as well as specific zones and communities.

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MISSION, GOALS, AND OBJECTIVES

MISSION

Developed by the MCCWPP Stakeholder Group comprised of rural fire protection districts, local government, state and federal agencies, and community-based organizations, the Plan's mission is to **reduce the risk from wildland fire to life, property and natural resources in the County.**

GOALS

To Achieve this mission the following Goals have been identified:

- County-wide fuels reduction initiative.
- Education and community outreach focused on wildfire reduction.
- Improved development standards targeted at reducing community wildfire risk.
- Increase federal and state agency involvement in local wildfire mitigation efforts.

The following provides an introduction and explanation of these Goals.

FUELS REDUCTION

In a forest setting thinning for fuels reduction can have the added benefit, if stocking levels are lowered enough, of increasing tree diameter growth and enhancing tree vigor. From the stand perspective, this will reduce the time to the next thinning and maintain healthier trees by increasing resistance to pests, such as bark beetles. To meet both fire risk and forest health objectives, stands need to be thinned wide enough to take advantage of the site's resources: water, nutrients, and sunlight. Spacing depends on factors such as site quality, species, and tree size (diameter). On poorer sites, trees will be spaced a bit wider, and species such as Ponderosa and Lodgepole pine should be spaced wider than other species. Larger trees need more space than smaller trees. Forests are dynamic and continually growing in diameter, height, and crown width. Fuels reduction activities that include thinning are beneficial, but thinning without consideration for forest health doesn't provide the benefits of pest resistance or good individual tree growth. Also, without future maintenance, the fire risk reduction benefits decline over time. For more information about proper tree spacing for your stand, contact the Extension Forester for North East Oregon at (541) 602-4689.

Although reducing risk of high intensity wildfire is the primary motivation behind this plan, managing the forests and wildlands for hazardous fuels reduction and fire resilience is only a part of the larger picture. Residents and visitors desire healthy, fire-resilient forests and wildlands that provide habitat for wildlife, recreational opportunities, and scenic beauty. By establishing a more fire adapted community through work on private property and a more fire resilient landscape, fire response will be better integrated and successful.

Fuels reduction should also be considered around homes, in the forest, throughout the rolling plains, and in the communities of Morrow County. Wildfire can spread quickly with fire breaks providing an opportunity to slow the fire and protect dwellings and other structures on the landscape. Defensible space takes many forms and can assist firefighters in their efforts to protect landowner investments.

EDUCATION AND COMMUNITY OUTREACH

Education and community outreach are areas of primary focus when putting together and implementing a community plan. The community can be the best source of information and every attempt is made to encourage their involvement. It is important that the community view the plan as valuable to public safety and as a resource to mitigating hazards from the risk of wildfire. In Appendix D of this MCCWPP, Morrow County citizens can find information about the Firewise Initiative that can inform them on how to protect themselves and their property from the risk of wildfire. This program guides citizens through creating defensible space around homes by eliminating ladder fuels, planting fire-resistant vegetation, and removing other hazardous material around the home site. By practicing the techniques offered by Firewise, citizens can increase the survivability of their home in the event of a wildfire. The best protection is prevention, especially when the trend is to build homes farther from urban services.

A number of potential Education and Community Outreach ideas and strategies were brainstormed throughout the development of this MCCWPP, many of which have had Action Items developed. Others will continue to be developed at the annual meetings of the Stakeholder Group for future implementation. As work continues to build the necessary coalitions to ensure success, more opportunity for Education and Community Outreach will present themselves.

IMPROVED DEVELOPMENT STANDARDS

Oregon has a statewide land use system that advocates for protection of farm and forest lands while also requiring that local governments plan for natural hazards and implement reasonable regulation to protect the health, safety and welfare of Oregon's citizens. As Morrow County has prepared the Natural Hazards Mitigation Plan (NHMP) and this MCCWPP, discussion of development standards for dwellings and other structures, mostly in the Forest Use Zone, have been taking place. As an Action Item in the NHMP and a Goal in this MCCWPP there is more focus on improving current development standards. While no determinations have been made there is a recognition that access standards for driveways need to be implemented to assure that response vehicles can get into and through communities and to residential structures; that a clear water source for firefighting needs to be identified and maintained; that clear defensible space needs to be created and kept in place for the life of the structure; and that other fire protection measures need to be considered. Changes to the Morrow County Zoning Ordinance that would implement these types of regulations would be subject to public hearings and notice to affected property owners.

AGENCY INVOLVEMENT AND ENGAGEMENT

Development of the Morrow County Community Wildfire Protection Plan has been no small task. Building a partnership and cooperative environment between "community based" organizations, fire districts, local government and the public land management agencies has been the first step in identifying and prioritizing measures to reduce wildfire risk. Maintaining this cooperation is a long-term effort that requires commitment of all partners involved.

Morrow County is committed to supporting the rural fire districts and communities in their fire protection efforts, both short and long-term. The County will continue to provide support in maintaining countywide risk assessment information and emergency management coordination. The MCCWPP Stakeholder Group will work on implementing the wildfire plan by working with fire districts, community organizations and public agencies to coordinate fuels reduction projects with existing dollars through the National Cohesive Wildland Fire Management Strategy. The MCCWPP

will focus on public meetings and an education campaign to strengthen emergency management and evacuation procedures. MCCWPP Stakeholders and partners will also focus on refining long-term strategies to maintain fire protection activities in the County.

This current MCCWPP would not have happened without the involvement of many different local, state and federal agencies. But continuing efforts are needed to bring more agencies and community groups to the table as the Action Items identified are implemented throughout Morrow County. Partnerships need to be maintained and new ones forged with a focus on wildfire prevention and reduction. Current work with the United States Forest Service and the Oregon Department of Forestry needs to grow to include involvement from the United States Army Corps of Engineers, the United States Fish and Wildlife Service and the Oregon Department of Fish and Wildlife. Annual meetings of the MCCWPP Stakeholder Group will take place each Spring with continued work to increase agency involvement.

OBJECTIVES

To address the complex range of issues within the **MCCWPP**, it became clear early in the planning process that broader and diverse participation was needed for success. Through MCCWPP Stakeholder Group meetings with invitations to organizations and stakeholders in the county, objectives were formed to identify and implement Action Items to support the Plan’s Mission and Goals. Supporting Objectives are listed below.

Goal	Objective
Fuels Reduction	<ul style="list-style-type: none"> <input type="checkbox"/> Pursue NRCS fuels reduction programs and grants. <input type="checkbox"/> Fuels reductions around Penland Lake. <input type="checkbox"/> Vegetation maintenance around ingress and egress corridors around Blakes Ranch, Cutsforth Park and Penland Lake. <input type="checkbox"/> Plowed/Mowed firebreaks around communities at risk, i.e., Heppner High School, and Hardman. <input type="checkbox"/> Develop CRP conversion strategies. <input type="checkbox"/> Develop controlled burn schedules around germination periods.
Education and Community Outreach	<ul style="list-style-type: none"> <input type="checkbox"/> Land owner education surrounding available programs and grants. <input type="checkbox"/> Reactivation of the Small Woodlands Association in Eastern Oregon. <input type="checkbox"/> Development of Firewise Communities. <input type="checkbox"/> Encourage Landowner cooperation. <input type="checkbox"/> Free yard waste disposal day, and rent chipper for forest communities for the day.
Improved Development Standards	<ul style="list-style-type: none"> <input type="checkbox"/> Improved Siting Standards in Morrow County Development Code for cabins in Forest Use Zone i.e., ingress and egress accessibility, defensible space around structures, fire resistant building materials, fire resistant landscaping, code enforcement for non-compliance. <input type="checkbox"/> Provide special need citizens with an opportunity to participate in programs
Agency Involvement and Engagement	<ul style="list-style-type: none"> <input type="checkbox"/> Work with federal agencies to identify shortcomings in fuels reduction programs. <input type="checkbox"/> Engage north-end federal and state landowners and managers in wildfire mitigation strategies. <input type="checkbox"/> Identify and engage community and landowner-based organizations working towards wildfire mitigation strategies.

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WHY A CWPP?

On a normal summer day in Morrow County you can find many residents checking the skies for a building thunderhead or a plume of smoke. Wildland fire has impacted the county since long before the first settler moved into the area. This MCCWPP is designed to help inform agencies responsible for fire suppression in Morrow County of who to contact for assistance, and what capability they have to respond. The MCCWPP is also a guidance document that provides communities and local agencies with an opportunity to influence where and how federal agencies implement fuel reduction projects on federal lands, and how additional federal funds may be distributed for projects on non-federal lands. The MCCWPP helps inform community leaders of what can be done to lower the risk and impact of wildfire to homes, businesses, essential infrastructure, and other community values at risk in Morrow County.

While the MCCWPP provides a foundation and resources for understanding wildland fire risk and opportunities to reduce potential losses from wildland fire, individual communities, fire districts and neighborhoods can take local action by developing community-specific fire plans or by participating in countywide activities for prevention and protection.

Originally completed in March 2006 and updated in 2014, this 2019 update to Morrow County's CWPP outlines updated Goals, Objectives, and Action Items for fuels reduction treatments in the unincorporated and/or unprotected wildland interface areas. This 2019 update will also take the plan from being a hard copy only plan to a digital plan that will incorporate interactive maps allowing for improved readability.

OREGON FORESTLAND-URBAN INTERFACE FIRE PROTECTION ACT

The Oregon Forestland-Urban Interface Fire Protection Act of 1997, often referred to as SB360, was intended to facilitate development of an effective Wildland Urban Interface (WUI) protection system in Oregon by 1) establishing policies regarding WUI protection, 2) defining the WUI in Oregon and establishing a process and system for classifying the interface, 3) establishing standards for WUI property owners so they can manage or minimize fire hazards and risks, and 4) providing the means for establishing adequate, integrated fire protection systems in WUI areas, including information and prevention efforts.

HEALTHY FOREST INITIATIVE (HFI)/HEALTHY FOREST RESTORATION ACT (HFRA)

In 2002 then President Bush announced the Healthy Forest Initiative (HFI) designed to identify and remove barriers to the implementation of projects that were developed to restore the health of the national forests. The HFI was focused on renewed efforts to be more effective and efficient in carrying out restoration projects. Under HFI, new categorical exclusions were developed to allow federal agencies to move more quickly through the National Environmental Policy Act (NEPA) processes under appropriate circumstances, streamlined administrative review processes for NEPA, and created new regulations under the Endangered Species Act for National Fire Plan projects to streamline consultation with federal regulatory agencies. It also set the stage for extensive discussion between the administration and Congress that resulted in new legislation addressing forest health.

Congress enacted the Healthy Forest Restoration Act (HFRA) in November 2003. It provided new tools and additional authorities to treat more federally-managed acres more quickly to expedite restoration goals. It strengthened public participation and provided incentives for local communities to develop community protection plans. It limited the complexity of environmental analyses for

hazard reduction projects, provided a more effective appeals process, and instructed the Courts that are being asked to halt projects to balance the short-term effects of implementing the projects against the harm from undue delay and long-term benefits of a restored forest.

NATIONAL COHESIVE WILDLAND FIRE MANAGEMENT STRATEGY

Forests and Rangelands is an active, cooperative effort between the United States Department of the Interior (DOI), the United States Department of Agriculture (USDA), and their land management agencies. Forests and Rangelands provides fire, fuels, and land management information for government officials, land and wildland fire management professionals, businesses, communities, and interested organizations and individuals.

In the past 20 years, American wildfires have grown bigger and more extreme. The Federal Land Assistance, Management and Enhancement (FLAME) Act of 2009 directed the Departments of Agriculture and the Interior to develop a cohesive wildland fire management strategy (Cohesive Strategy). The Cohesive Strategy takes a holistic view of fire on the landscape. Federal and State land and fire managers, Tribes, NGOs, and other stakeholders worked as partners to develop the strategy. The strategy is a framework to coordinate multiple agency and homeowner efforts toward three goals: Restore and maintain landscapes; create fire-adapted communities; and improve fire response.

The National Strategy identifies opportunities to address four major challenges:

- Vegetation and Fuels Management - Prioritize fuel treatments for maximum beneficial effects, manage wildfire for resource objectives, and maintain fire-adapted ecosystems.
- Homes, Communities, and Values at Risk – Increase firefighter and public safety. Reduce damage to property and values at-risk through community and homeowner involvement in proactive wildfire risk reduction actions, e.g. Community Wildfire Protection Plans (CWPPs).
- Human-caused Ignitions - Emphasize programs targeting human behaviors that lead to wildfires, and tailor programs to meet local needs.
- Effective and Efficient Wildfire Response - Enhance wildfire response effectiveness and preparedness for public and firefighter safety.

There is no one-size-fits-all solution to reducing wildfire risk. Solutions must be tailored to landscapes and communities. The strategy offers a broad-based, collaborative response to local wildfire issues, based on a wealth of scientific information. Implementation will take place locally, through programs and projects to reduce wildfire risk across boundaries, building cooperation and coordination between agencies and stakeholders.

GOAL 7 NATURAL HAZARDS

The intent of Oregon Statewide Land Use Planning Goal 7 Natural Hazards is to protect people and property by directing local governments to adopt comprehensive plan policies and implementing measures to reduce risk. Goal 7 also indicates that new hazard inventory information provided by federal and state agencies shall be reviewed by the Oregon Department of Land Conservation and Development (DLCD) in consultation with affected state and local government representatives. Morrow County updated its Goal 7 Natural Hazards in early 2016 using the 2016 Natural Hazard Mitigation Plan as the basis for the adopted Goals and Policies now in place. The Natural Hazards Element of the Comprehensive Plan can be found on the Morrow County Planning Department webpage here: <https://www.co.morrow.or.us/planning/page/comprehensive-plan>.

PLANNING PROCESS

As the five-year life-cycle of the MCCWPP was nearing its end, and after the conclusion of the successful table top exercise in May 2018, discussion turned to the need to initiate an update to ensure that there was an operative CWPP in place to limit the risk of wildfire in Morrow County. The Morrow County Planning Department began the CWPP update process in June 2018 with the objective of that first meeting to identify any gaps in Stakeholder representation with Rural Fire Protection Districts, the United States Forest Service (USFS), Bureau of Land Management (BLM), Natural Resources Conservation Service (NRCS), and Oregon Department of Fish and Wildlife (ODFW) being invited to the table. The process resulted in robust participation from invited agencies with most agencies appointing at least one representative to the MCCWPP Stakeholder Group. Members of the MCCWPP Stakeholder Group are identified on the Acknowledgements page of this document.

The MCCWPP Stakeholder Group was responsible for providing guidance to all elements of planning and implementation of the MCCWPP update. The Stakeholder Group attempted to complete the update process within six meetings over an approximately six-month period with a seventh meeting planned for final adoption by the Morrow County Board of Commissioners. Planning staff created a Scope of Work, summarized here, outlining the necessary steps for the update process.

CONVENE DECISIONMAKERS

The Stakeholders Group had representation from local governments, local fire authorities, as well as State and Federal Agencies responsible for forest management in Morrow County. Specific activities included:

- Identify community and agency representatives:** This was identified as a time to review and update the existing MCCWPP Stakeholder Group contact list for accuracy and to confirm each agency and individual's willingness to continue participation in the MCCWPP update process.
- Identify communities and neighborhoods:** Stakeholders identified communities, neighborhoods, and industries within Fire District boundaries to inform Stakeholder participants and future work around communities at risk.
- Establish rolls and responsibilities:** Stakeholders were responsible for the development of the MCCWPP and mutually agreed on the plan's final contents. As the update process evolved, individual agency responsibilities were identified and captured.
- Develop a timeline for Stakeholder Meetings/Public Outreach:** The timeline for the MCCWPP development process focused work between October 2018 and April 2019, with a total of 6 meetings scheduled. As the process came to an end winter weather caused the cancellation of a meeting, adding a final meeting to consider the Final Draft MCCWPP in May. This resulted in the final MCCWPP being adopted in July 2019.
- Review/modify community fire plan outline:** Stakeholders continuously reviewed and modified the proposed MCCWPP development outline as the update process continued.
- Engage Interested Parties:** The Stakeholders Group remained involved in the MCCWPP development process and identified other parties that could be engaged, at this point or with future projects.
- Web Presence:** Planning Staff developed and maintained web assets for the MCCWPP process on the County Website.

ESTABLISH COMMUNITY BASE MAP

This work task required the Stakeholders to establish a baseline map of the community that defines the community's Wildland Urban Interface (WUI) and displays populated areas at risk, forested areas that obtain critical human infrastructure, and forest areas that are at risk for large-scale fires. Specific activities included:

- Review Previous Base Map:** The current base map was reviewed to identify and update boundaries.
- Create New Base Map:** Planning Staff working with Stakeholders created a base map that identifies critical infrastructure that also aggregates information into a GIS derived MCCWPP Community Base Map.
- Base Map Review:** The final Base Maps included:
 - Identified inhabited areas at potential risk to wildland fire.
 - Areas containing critical human infrastructure, e.g., escape routes, municipal water supply structures, and major power lines or communication facilities.
 - Community WUI zones.
 - Forested Areas.
 - Critical watersheds.
- Base Map Approval:** The final Base Map was approved by the Stakeholder Group.

DEVELOP COMMUNITY RISK ASSESSMENT

The Stakeholder Group developed a community risk assessment that considers fuel hazards; risk of wildfire occurrence; home, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability. These factors were incorporated into Base Map as needed and appropriate. It was determined that this task would be best accomplished by utilizing the Advanced Oregon Wildfire Risk Explorer map tool, which serves professional planners to inform updates to Community Wildfire Protection Plans (CWPP) and Natural Hazard Mitigation Plans (NHMP). It has extensive data resources, detailed summaries, and full wildfire risk inventory report and was developed through a partnership between the Oregon Department of Forestry and Oregon State University Institute for Natural Resources. This Risk Assessment was used to develop a rating system for the county ranging from low to extreme as to educate local residents of their individual risk. It should be noted that this is a risk assessment and not a probability indicator and that homes in areas of "low risk" are still at risk of wildfire. Specific activities included:

- Identify Fuel Hazards:** To the extent practicable, the Stakeholders Group evaluated and identified vegetative fuels on federal and nonfederal land within or near communities at risk.
- Identify Risk of Wildfire Occurrence:** Using historical data and local knowledge the Stakeholders Group determined common causes and relative frequency of wildfires in the vicinity of the identified communities at risk.
- Identify Homes, Businesses, and Essential Infrastructure at Risk:** The Stakeholders Group assessed the vulnerability of communities within the County to ignition from firebrands, radiation, and convection. This assessment is used to identify specific improvements within or adjacent to the communities at risk that would be used to protect homes, businesses, and essential infrastructure. The types of essential infrastructure considered includes:
 - Escape Routes

- Municipal Water Supply Structures
 - Major Power Lines and Communication Facilities
 - Fire Facilities
 - Medical Facilities
- Identify Other Community Values at Risk:** These areas of concern may be, but are not limited to, critical wildlife habitat, significant recreation and scenic areas, and landscapes of historical, economic, or cultural value. This task resulted in an update to a mapping project from the 2006 Pre-Disaster Mitigation Plan.
- Local Preparedness and Firefighting Capability:** The Stakeholder Group also assessed the level of local emergency preparedness including evacuation planning, safety zones, mutual aid agreements, as well as the response capability of community and cooperator fire protection forces.

ESTABLISH COMMUNITY HAZARD REDUCTION PRIORITIES AND RECOMMENDATIONS TO REDUCE STRUCTURAL IGNITABILITY

The Stakeholders Group used the Base Map and community risk assessment to facilitate a discussion that lead to the identification of local priorities for fuel treatment, reducing structural ignitability, and other issues of interest, such as improving fire response capability.

- Identify Reduction Priorities:** The Stakeholders Group used the analysis from above to identify hazard reduction priorities throughout the community.
- Mitigation Strategies:** The Stakeholders Group discussed and identified mitigation strategies for those communities and community values at risk previously identified.

DEVELOP ACTION ITEMS AND AN ASSESSMENT STRATEGY

The Stakeholders Group developed a detailed implementation strategy and a monitoring plan as part of the MCCWPP to ensure long-term success.

- Develop Action Items:** The Stakeholders Group developed action items for mitigation strategies identified previously.
- Develop Assessment Strategy:** The Stakeholders Group identified a system to track progress and identify areas of the MCCWPP that work or don't work. This system will help to determine future needs heading into the next MCCWPP update.

FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN

The Stakeholders Group finalized the MCCWPP and communicated the results to the community through the Planning Department, the Morrow County Planning Commission, the Stakeholders and ultimately through the Morrow County Board of Commissioners when adopted.

- Draft Distribution:** Planning Staff distributed draft versions to the Stakeholders Group, cooperating agencies and the Planning Commission.
- Draft Review:** Planning Staff created opportunities for public review and a deadline for comment on the draft by Stakeholders, cooperating agencies and the public.
- Public Meetings:** Planning Staff provided multiple drafts of the MCCWPP to the Stakeholders Group and twice to the Morrow County Planning Commission. Prior to the Morrow County Board of Commissioners public meeting the draft was made available for the public to review the Plan.

The purpose of this opportunity is to inform the public of updates and changes from the previous MCCWPP. The public should be made aware that:

- Distribution of mitigation efforts are not dependent upon property value.
 - Adjacent mitigation efforts increase the effectiveness of fuels mitigation project.
 - Neighborhood participation and willingness to engage in mitigation efforts are key to success.
 - Permission is needed to work on impacted properties.
- Final MCCWPP Adoption:** Review by the Morrow County Planning Commission was accomplished in both April and May 2019. Adoption by Resolution by the Morrow County Board of Commissioners was accomplished in July 2019. The Stakeholders Group also encouraged Natural Hazards Mitigation Plan participating cities to also adopt the MCCWPP by Resolution.

COUNTY PROFILE

Based on the 2018 Oregon Bluebook, there are 11,745 people residing in Morrow County accounting for approximately 4,606 households. This rich agricultural land can be roughly divided into three occupational zones-increasing amounts of irrigation farming in the north, vast fields of wheat yielding to cattle ranches in the center, and timber products in the south. The total area of Morrow County is approximately 2,049 square miles, a little more than 1.3 million acres of gently rolling plains and broad plateaus, of which about 130,454 acres is privately owned forestland and about 225,333 acres is managed by federal, state, and county agencies for the public good.

Management	Acres (Approximately)
Private Lands (Residential, Ranches, Timber Companies, etc.)	1,085,129
US Department of Interior, Bureau of Land Management	3,893
US Department of Interior, Fish & Wildlife Service	4,332
Naval Weapons Systems Training Facility Boardman	41,277
US Department of Agriculture, Forest Service, Umatilla NF	144,679
Morrow County	6,410
State of Oregon, Division of State Lands & Dept of Fish & Wildlife	2,182
US Army Corps of Engineers	22,560
Total	1,310,462

For a more in-depth County Profile, please see Section 2 of the Morrow County Natural Hazards Mitigation Plan (NHMP) found here: <https://www.co.morrow.or.us/planning/page/natural-hazards-mitigation-plan>

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WILDLAND FIRE RISK ASSESSMENT

The Morrow County Community Wildfire Protection Plan wildland fire risk assessment analyzes the potential losses to life, property and natural resources. Objectives of the risk assessment are to identify Communities At-Risk and the Wildland-Urban Interface, develop and conduct a wildland fire risk assessment, and identify and prioritize Action Items. The Risk Assessment utilizes data derived from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge. The analysis takes into consideration a combination of factors defined below:

Risk: Potential and frequency for wildland fire ignitions (based on past occurrences)

Hazard: Conditions that may contribute to wildland fire (fuels, slope, aspect, elevation, and weather)

Values: People, property, community infrastructure, natural and other resources that could suffer losses in a wildfire event.

Protection Capability: Ability to mitigate losses, prepare for, respond to, and suppress wildland and structural fires.

Structural Vulnerability: Characteristics influencing the vulnerability of structures during a wildland fire event (roof type and building materials, access to the structure, and whether or not there is defensible space or fuels reduction around the structure.)

COMMUNITIES AT RISK

In recent years the population of Morrow County has moved further and further into traditional resource land including forested lands. This has produced a significant increase in threats to life and property and has pushed existing fire protection systems beyond their original or current design capabilities. The MCCWPP Stakeholder Group used data from the Advanced Oregon Wildfire Risk Explorer and local authoritative knowledge to generate a list of communities at risk from urban interface fires. This list includes 17 locations in Morrow County: Blakes Ranch, City of Boardman, City of Heppner, City of Lone, City of Irrigon, Cutsforth Park, Hardman, Irrigon Fish Hatchery, Morrow-Grant County OHV Park, Naval Weapons Systems Training Facility Boardman, Penland Lake, Reeds Mill, Ruggs, Threemile Canyon Farms, Town of Lexington, Tupper Guard Station, and the Umatilla Army Depot (*see mapped Communities at Risk in Appendix A*).

These areas are very high risk for several reasons including but not limited to:

1. Initial response time to structures and wildland.
2. Lack of trained people and appropriate equipment to take action on structure fires.
3. Fuel loading in and around living sites.
4. Fuel loading adjacent to living areas.
5. Very poor access.
6. Location of structures (i.e., in draw bottoms, south slopes, etc.).
7. Construction of structures (combustible roofing etc.).
8. Lack of safety zones for residents and firefighters.
9. Communications and evacuation systems, plans and back-up.
10. Lack of water supply.

Information on risk reduction and mitigation strategies to offset the fire hazards for property owners is essential (*see Appendix D of this plan for resources for home owners*).

HISTORY OF FIRE WITHIN THE COMMUNITY

Fire is an important disturbance mechanism in many of the ecosystems found in Morrow County. Wildfire helps to maintain a diverse and healthy ecosystem by consuming leaf litter, ground vegetation, and dead wood. This mechanism can trigger a rebirth in the forest and help maintain and encourage regrowth of plant species endemic to Morrow County.

The number of wildfires 50-acres or larger from 2013 to 2018 ranged from approximately three in 2014, to ten in 2015, with a total of 37 fires 50-acres or larger burning more than 56,543 acres during a five-year period. Eighteen fires burned 500 acres or more during that five-year period and of those, 12 were 1000 acres or more. Due to inconsistent tracking of historic fire data, the chart below is incomplete for fire numbers and acreage burnt. (*see Historic Fires Map in Appendix A*).

Many of the significant fire events in Morrow County occur as a result of dry lightning storms. Wide spread dry lightning is fairly frequent, occurring approximately every one to three years. These episodes can cause 50-100 ignitions in one day requiring suppression.

WILDFIRES IN MORROW COUNTY 2013 TO 2018, >50-ACRES IN SIZE

Acreage Size Class	Total Acres Burned	Number of Fires
A 50-100	1430	12
B 101-500	4270	9
C 501-1000	5448	7
D >1000	151995	9
Total	163240	37

(Wildfires <50-acres in size not represented in this chart.)

WILDLAND URBAN INTERFACE

The boundaries of the Wildland Urban Interface (WUI) are based on the actual distribution of structures and communities adjacent to or intermixed with wildland fuels. Wildland Urban Interface boundaries were redrawn from the 2014 CWPP using data from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge from the Stakeholders Group. Fuel reduction treatments are designed to protect human communities from wildland fires as well as minimize the spread of fires that might originate in urban areas. The management objective in the wildland-urban interface zone is to enhance fire suppression capabilities by modifying fire behavior inside the zone and providing a safe and effective area for fire suppression activities (*see mapped Wildland Urban Interface Areas in Appendix A*).

EMERGENCY OPERATIONS

FIRE DISTRICTS

Across Morrow County, fire protection is provided at three levels: no protection (without any protection for the wildland or structures); single protection by either rural, city, or wildland agencies (structures are protected, but not the land; or vice versa); and dual-protection (both structural and wildland agencies available). Finding an area with dual protection is limited in the rural areas of Morrow County. Also, the vastness of the county allows for increased response time which limits the capabilities of fire services.

Within Morrow County there are 13 agencies responsible for providing fire protection and are comprised of six Rural Fire Districts, two city fire departments, United States Forest Service (USFS), United States Fish & Wildlife Service (USF&W), and Oregon Department of Forestry (ODF). The United States Navy at Naval Weapons Systems Training Facility Boardman (NWSTFB), and the Oregon Military Department (OMD) at the Umatilla Army Depot are responsible for suppression efforts on their respective installations. The John Day airport has single engine air tankers (SEATs) available during the summer fire season. There are helicopter rappel bases at La Grande and John Day.

Morrow County is divided into six rural fire protection districts within the county: Boardman, Heppner, Lone, Irrigon, Pilot Rock, South Gilliam. In the Rural Fire Districts, there are only ten paid, fulltime fire fighters, the rest is strictly volunteer. In 2005, Morrow County elected to cover all lands outside the Forest Protection District with rural fire protection for both structures and wildland. The County used Zone II authority and divided the protection responsibility among the established Rural Fire Districts. In 2012 the Heppner Rural Fire Protection District was expanded to include Blake's Addition. As of 2019 only a small portion to the east of Irrigon lies outside a Rural Fire Protection District (*see Morrow County Rural Fire Protection Districts Map in Appendix A*).

Oregon Department of Forestry, Morrow County, and USFS/BLM are in a partnership to suppress wildland fires, and operate under a "closest forces" concept. ODF is responsible for protection of private lands, county and State of Oregon lands within the Forest Protection District. The USFS, Umatilla National Forests, plus BLM work with the ODF to locate the closest fire crew to an ignition and dispatch for initial attack. ODF and the USFS have mutual aid agreements with the rural fire districts within Morrow County that allow for assistance to be provided regardless of jurisdiction.

Morrow County has two incorporated areas with fire departments, the City of Heppner and the Town of Lexington. Both are operated with volunteer fire fighters and are solely responsible for structure protection within city limits. The city fire departments and the six rural departments are the organizations properly trained to do structure fire-fighting. Although ODF, USFS and BLM personnel are not trained, equipped, or organized to fight structure fires, they will assist the fire departments in protecting exposures and surrounding vegetation by cleaning around houses, setting up pumps and locating and constructing fire lines.

Agency contacts in support of this document to include the various agencies and districts that this plan covers can be found in Appendix C. It is the intent of the Stakeholders Group to maintain Appendix C and update it at the annual CWPP Stakeholders Group meeting.

RURAL FIRE PROTECTION DISTRICT CAPABILITIES AND RESOURCES

The county has the following list of current Rural Fire Protection Districts:

Morrow County Rural Fire Protection Districts
Boardman RFPD
Heppner RFPD
Ione RFPD
Irrigon RFPD
Pilot Rock RFPD
South Gilliam RFPD

Boardman RFPD: Boardman RFPD offers 632mi² of structure and wildland fire protection coverage. Boardman RFPD borders the Columbia River to the north and has major transportation routes within the district including Interstate 84 and Union Pacific Railroad lines. Boardman RFPD has four stations:

- Station 1 located within Boardman City Limits. Station 1 is staffed by ten full-time paid firefighters and approximately volunteers.
- Station 2 is located at the PGE Coal-Fire plant. Station 2 houses additional trucks equipment and is not currently staffed.
- Station 3 is located onsite at Threemile Canyon Farms. Station 3 houses additional trucks and equipment and is staffed by volunteers.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 houses additional trucks and equipment and is staffed by volunteers.

Heppner RFPD: Heppner RFPD offers approximately 1288mi² of structural and wildland fire protection coverage. Heppner RFPD covers a large section of central Morrow County along with the City of Heppner and is composed primarily of grass and agricultural lands. Heppner RFPD has two stations:

- Main Station is located within the Heppner Urban Growth Boundary and is staffed by approximately 20 volunteers. Houses all of the Heppner RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of Heppner RFPD's equipment or manpower.

Ione RFPD: Ione RFPD offers approximately 925mi² of structural and wildland fire protection coverage. Ione RFPD covers a large section of western Morrow County along with the City of Ione and is composed primarily of grass and agricultural lands. Ione RFPD has two stations:

- Main Station is located within Ione City Limits and is staffed by approximately 10 volunteers. Houses all of the Ione RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of Ione RFPD's equipment or manpower.

Irrigon RFPD: Irrigon RFPD offers approximately 28mi² of structural and wildland fire protection coverage. Irrigon RFPD covers a section of Northeast Morrow County along with the City of Irrigon and is composed primarily of grass and agricultural lands and borders the Columbia River to the North. Irrigon RFPD has one station:

- Main Station is located within Irrigon City Limits and is staffed by approximately 15 volunteers. Houses all of the Irrigon RFPD trucks and equipment.

Pilot Rock RFPD: Pilot Rock RFPD provides fire suppression for approximately 134 mi² of Morrow County. Pilot Rock RFPD does not have any trucks or equipment stationed in Morrow County.

- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of Pilot Rock RFPD's equipment or manpower.

South Gilliam RFPD: South Gilliam RFPD provides fire suppression for approximately 5 mi² of Morrow County. South Gilliam RFPD does not have any assets in Morrow County.

AGENCY CAPABILITIES AND RESOURCES

The county has the following list of agencies with fire protection responsibilities:

Agencies with Fire Protection Responsibilities
Heppner FD
Lexington FD
Naval Weapons System Training Facility Boardman (DOD)
Oregon Department of Forestry (State)
Umatilla Army Depot (OMD)
United States Forest Service (Federal)
United States Fish & Wildlife (Federal)

Heppner FD: Heppner Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD's

Lexington FD: Lexington Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD's

Naval Weapons Systems Training Facility Boardman: Naval Weapons System Training Facility Boardman has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and lone RFPD's.

Oregon Department of Forestry: The ODF has multiple engines available throughout the area including three in Monument, three in Fossil. Operates under mutual aid agreements with all of the RFPD's in Morrow County.

Umatilla Army Depot: Oregon Military Department has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and Irrigon RFPD's.

United States Fish & Wildlife: USF&W has wildland protection capabilities including engines throughout the area. USF&W operates under mutual aid agreements with Boardman and Irrigon RFPD's.

WILDLAND FIRE SUPPRESSION PROCEDURES

Currently all wildland fires in Morrow County are aggressively suppressed. This is done through a **Master Cooperative Fire Protection Agreement**. This agreement consists of five organizations:

- John Day Unit, Central Oregon District, ODF, (with Mutual Aid Agreements with all cities and rural Fire Departments)
- Umatilla National Forest, USFS
- Prineville District, BLM
- Vale District, BLM
- USF&W Service

Wildland fire fighting organizations have a multitude of support resources. Movement of federal resources are coordinated through local dispatch centers and the Northwest Coordination Center in Portland, Oregon. State resource movement is coordinated through local dispatch centers, the ODF-Salem Coordination Center and the Washington Department of Natural Resources dispatch office in Olympia, Washington.

There are a variety of suppression resources that may be available throughout Morrow County and the neighboring areas. Those resources include: Interagency Hotshot Crews, Smoke Jumper's, Rappelers, Type 4 and 6 Engines, Various Helicopters capable of dropping water, and various sizes of aircraft to drop retardant.

CONFLAGRATION ACT

In the event a large amount of structures is threatened by a Wildland fire in an area protected by a city or rural fire department, the Area 9 Fire Defense Board Chief can request of the Oregon State Fire Marshal to request the Governor to declare an emergency and evoke the Conflagration Act mobilization. In areas outside of city and rural fire departments, the Board of Commissioners can request of the Governor to declare an emergency and evoke the Conflagration Act mobilization. This will make available structural resources along with Structural Incident Management Teams (IMT) through the Oregon State Fire Marshal's office immediately to protect those structures.

MUTUAL AID AGREEMENTS

The structural fire protection agencies in Morrow County are parties to an inter-governmental agreement between other structural fire protection agencies in Morrow County as well as Umatilla and Gilliam Counties. This agreement spells out how these agencies will mutually assist each other. This agreement is also a tool that is utilized by the Local Fire Chief, Fire Defense Board Chief, and Local Governing Officials for requesting additional resources through the Oregon Fire Service Mobilization Plan and for requesting the invoking of the State Conflagration Act to the Oregon Office of State Fire Marshal and Governor's Office. There may also be additional agreements between the local agencies and wildland fire agencies such as Oregon Department of Forestry, US Forest Service, US Navy, Oregon Military Department, and US Fish and Wildlife. Mutual Aid Agreements related to Wildfire Response in Morrow County can be requested from the Office of the State Fire Marshal at: <https://www.oregon.gov/osp/programs/sfm/Pages/Emergency-Mobilizations.aspx>

ACTION PLAN

Action Items are detailed recommendations for activities that MCCWPP agency partners and others could engage in to reduce wildfire risk. Short and long-term Action Items identified through the planning process are an important part of the MCCWPP addressing a variety of issues and concerns. They have been developed by the Stakeholders Group in support of the Mission, Goals and Objectives identified earlier in this CWPP.

The Action Item inventory, found below, is a summary of the Action Items that have been identified from previous CWPPs or generated during this 2019 update. The completed Action Item forms can be found in Appendix E. The form captures the proposed action, responsible agencies, costs when known, and which Goal or Objective is being addressed. Action Items can and will be updated by the MCCWPP Stakeholder Group annually. Input from community members concerning new or improved Action Items can be submitted to the Morrow County Planning Department.

Implementation of the Action Items will be reviewed annually during planned MCCWPP Stakeholder Group meetings that will occur in the Spring of each year. Reporting of Action Item implementation will allow for tracking of progress against the Mission, Goals and Objectives of the MCCWPP.

Action Items in this MCCWPP have not been prioritized. The Morrow County Natural Hazards Mitigation Plan does include a methodology that could be applied to future updates should a need arise.

ASSESSING BENEFITS AND COSTS OF MITIGATION

Many federal grant programs require benefit/cost analysis of proposed actions. This ensures that the investment will yield greater benefits than the investment costs. The benefits of planning, mitigation and preparedness for wildland fire, however, can be difficult to quantify. It can be difficult to put a monetary number to the value of human, environmental, cultural and other social resources. The MCCWPP Stakeholders Group emphasized developing priorities of action for hazardous fuels treatment, education, emergency management and biomass utilization. The process to develop these priorities has included a technical risk assessment and collection of community input on values. The plan also takes into consideration the fact that low-income, elderly, disabled and other citizens with special needs may require extra assistance or resources to take fire protection actions. All of these values should be considered in developing priorities and assessing the costs and benefits of projects.

When applying for grants that require benefit/cost analysis, there are resources available through FEMA and other agencies that can assist in quantifying these costs and benefits.

ACTION ITEM INVENTORY

2019-2024 Action Items						
Actions	Projects	Community	Hazard	Responsible Agency	Status	Published
Goal: Fuel Hazard Reduction						
On Non-Federal Land	BPA Boardman UGB Fuels Reduction	City of Boardman	High	BPA	Identified	2019
On Federal Lands	Mountain Top Defensible Space	Madison Butte Lookout, Back Mountain Communications Site	High	USFS	Identified	2019
	Refuge Fire Perimeter	City of Boardman	High	USACE, USF&G, CTUIR	Identified	2019
	NWSTF Boardman Western Fire Breaks	NWSTF Boardman, City of Boardman	High	NWSTF Boardman	Identified	2019
	Ellis Integrated Vegetation Project	Several Communities	High	USFS	Identified	2019
	Incorporate remaining lands not covered by an RFPD	Boardman and Irrigon	High	Boardman RFPD, Irrigon RFPD	Identified	2019
Goal: Education and Community Outreach						
On Non-Federal Lands	Free Spray Day	Several Communities	High	NRCS, Morrow SWCD	Funded 2019	2019
	Wildfire Education/Community Night Out	Several Communities	High	Varies	Funded/Identified	2019
	Chip-in Day	Several Communities	High	ODF	Identified	2019
	Firewise Fair Booth	Several Communities	High	ODF/County/Heppner RFPD	Identified	2019
Goal: Improved Development Standards						
On Non-Federal Lands	MCZO Updates based on CWPP	Morrow County	High	Morrow County Planning Dept.	Identified	2019
Goal: Agency Involvement and Engagement						
On Non-Federal Lands	Improve State and Federal agency participation in the Stakeholder Group	Morrow County	High	Varies	Identified	2019

2014-2019 Action Items						
On Federal Lands	Black Mountain	Cutsforth Park, Blakes Addition	Extreme	USFS	Funded	2014
	Penland WUI	Penland Lake	Extreme	USFS	Funded	2014
	Bombing Range Fuels Breaks	NWSTF Boardman	Moderate	DOD	Pending Funding	2014
	Army Corp property along Columbia River	Fire Management Planning	High	ACOE	Identified	2014
On Non-Federal Lands	Blake's Fuel Reduction	Blake's Addition, Cutsforth Park, Penland Lake	Extreme	ODF	Pending Funding	2014
	Reeds Mill Fuels Reduction	Reed's Mill, Anson Wright Park	High	ODF	Pending Funding	2014
	OHV Park Fuels Reduction	OHV Park	High	ODF & County	Pending Funding	2014
	Water Source Development	Several Communities	High	ODF, Landowners, County	Pending Funding	2014
Defensible Space	Blake's Addition	Blake's Addition, Cutsforth Park	Extreme	ODF & Landowners	Pending Funding	2014
	Penland Lake	Penland Lake	Extreme	ODF & Landowners	Pending Funding	2014
	Reeds Mill/ Anson Wright	Reeds Mill, Anson Wright	High	ODF & Landowners	Pending Funding	2014
	OHV Park	OHV Park	High	Morrow County, Landowners	Pending Funding	2014
Safety Corridors	Sunflower Flat	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 53 Rd	Several Communities	High	ODF & FS	Pending Funding	2014
	Willow Cr	Several Communities	High	ODF & FS	Pending Funding	2014
	Hwy 207	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 21 Rd	Several Communities	High	FS	Pending Funding	2014
Strategic Community Fire Breaks	See Safety Corridors above.	Several Communities			Pending Funding	2014
	Bombing Range Road	Several Communities			Pending Funding	2014
	Highway 74	Several Communities			Pending Funding	2014
	Tower Road	Several Communities			Pending Funding	2014

	Highway 206	Several Communities			Pending Funding	2014
	Interstate 84	Boardman, Irrigon			Pending Funding	2014
	Highway 730	Irrigon, Boardman			Pending Funding	2014
FUTURE Concerns	Unprotected Areas (from BRAC process) and Establish the Necessary Mutual Aid Agreements	Irrigon, Morrow County	n/a	Dept. of Defense, US Navy, Fire Chiefs, Army Corps of Engineers, County	Ongoing	2014
Public Information						
Signing	Fire Prevention Signing, seasonally as appropriate	All	n/a	All	Ongoing	2014
Media Contacts		All	n/a	All	Ongoing	2014
Grade School presentation		All	n/a	Fire Prevention Coop	Ongoing	2014
Outdoor School presentations		All	n/a	All	Ongoing	2014
Civic Group presentations		All	n/a	All	Ongoing	2014
Landowner contacts		All	n/a	ODF, Comm., Rural	Ongoing	2014
Fair displays		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Free training		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Prevention Newspaper Insert		All	n/a	Fire Prevention Coop	Ongoing	2014
Structure ignitability		All	n/a		Ongoing	2014
Burning Permits		All	n/a	ODF, City, Rural	Ongoing	2014
Notifications of Operation		All	n/a	ODF	Ongoing	2014
Building Permit Review		All	n/a	County Fire Chiefs	Ongoing	2014
Permitting		All	n/a	County Planning	Ongoing	2014
Enforcement		All	n/a	ODF, City, Rural, Sheriff, Fire Chief	Ongoing	2014

MONITORING AND REVISION

A primary objective of the MCCWPP Stakeholder Group is to provide guidance for all elements of planning and implementation of this Plan. The MCCWPP Stakeholder Group will continue to provide oversight through annual meetings and coordination with fire protection agencies and the communities at risk in Morrow County. The purpose of this monitoring strategy is to track implementation of activities and evaluate how well the Goals of the MCCWPP are being met over time. Monitoring measures progress over time to better understand how well the Mission, Goals and Objectives of this Plan are being met. The data gathered will provide the status and trends of the MCCWPP. The following are types of monitoring that can occur:

- Implementation Monitoring: Did you do what you said you would do?
- Effectiveness Monitoring: Did treatments meet objectives?
- Verification Monitoring: Evaluates whether our objectives helped to meet the broad MCCWPP goals. Did our actions lead to the outcomes we expected?

REVISIONS AND UPDATES

The Stakeholder Group will convene annually to review the MCCWPP to assure that implementation of the Action Items is occurring and that the Mission, Goals and Objectives are being met. At any time, the Stakeholder Group can recommend new Action Items or address other necessary changes to the MCCWPP. On a five-year rotation the Stakeholder Group will work to complete an update to the MCCWPP to assure that the Risk Assessment is up-to-date and that the Mission, Goals and Objectives are still relevant. Based on this 2019 update the next update would need to be completed in 2024.

THE CWPP AS PART OF THE NHMP

The CWPP serves as the Wildfire Annex within the Morrow County Natural Hazards Mitigation Plan (NHMP). A Steering Committee oversees the development and maintenance of the NHMP which is supported by the Morrow County Planning Department. With the 2019 update of the CWPP there is a deliberate attempt to separate the required five-year updates of these two documents. When the NHMP is updated in 2020 and adopted in 2021 it will include this 2019 CWPP update.

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SUMMARY

In the past, there has been limited awareness about the investment required to maintain fire protection. From fuels reduction, education and prevention to evacuation, citizens must have the information and resources to be active participants in reducing their risk to wildland fire. For many years, there has been a reliance on insurance, local government, fire service, federal agencies and many other types of organizations to aid us when disaster strikes. This MCCWPP encourages citizens to take an active role in identifying needs, developing strategies and implementing solutions to address wildland fire risk by participating in countywide fire prevention activities. Citizen action may be cleaning up brush around homes, installing new smoke detectors, volunteering to be a part of a local fire department or district, attending community meetings, and passing on fire prevention information to neighbors and friends. With the MCCWPP as a foundation, local action can guide successful implementation of fire hazard reduction and protection efforts in Morrow County.

Morrow County is a typical Eastern Oregon county with small cities scattered throughout with a population of people living in homes scattered outside the city limits. These homes are located in all fuel types. Some are snuggled in the timber adjacent to the forest. Others are in the lower elevations of grass/juniper/sagebrush climate. Distance from any type of fire protection is one of the biggest problems for these homes and access. This County has lived with fire since the county was first established in 1885. Fire has been a major tool in shaping the existing forest and other plant communities since long before the country was settled. Lightning and humans will always contribute to fire starts during all conditions dry or wet. Of the three fire behavior components (fuel, weather, topography), fuels are the one variable that humans can easily influence and modify. With this in mind, this plan is aimed at reducing fire effects by reducing fuel loading and to produce conditions, in case of fire, that are considered manageable during most conditions and to improve initial attack capabilities for all types of fires.

- The number one goal of this plan is to provide for the protection of the public and create a safe work environment for fire suppression forces. With the reduction of wildland fuels, we move closer to achieving the goal of all structures surviving an on-coming fire.
- Everyone involved with this plan must work together to successfully manage hazardous fuels within and near communities. Those included are association groups, Federal agencies, Local Agencies, local fire departments and fire protection districts, private industrial timberland owners, and private land and home owners.
- There are often weather conditions where high temperatures, single digit humidity's, and strong winds occur simultaneously. Under these conditions prevention through communication to reduce fire start potential is the only protection for communities from wildland fire effects. These conditions can lead to plume dominant fires which create their own burning conditions and are literally unmanageable and can become catastrophic.

The key to making this plan work will be increasing public awareness through informational programs.

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APPENDIX A

This appendix consists of a series of county base maps. These base maps were designed to support the Morrow County CWPP and were developed using multiple GIS datasets available to Morrow County at the time of this publication. The Wildfire Risk map was created using data acquired from the Advanced Oregon Wildfire Risk Explorer which was developed to serve professional planners to inform CWPP and NHMP with extensive data resources, detailed summaries, and full wildfire risk inventory reports.

ADVANCED OREGON WILDFIRE RISK EXPLORER

https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning

OREGON GEOSPATIAL DATA CLEARINGHOUSE

<https://www.oregon.gov/geo/Pages/sdlibrary.aspx>



Communities at Risk

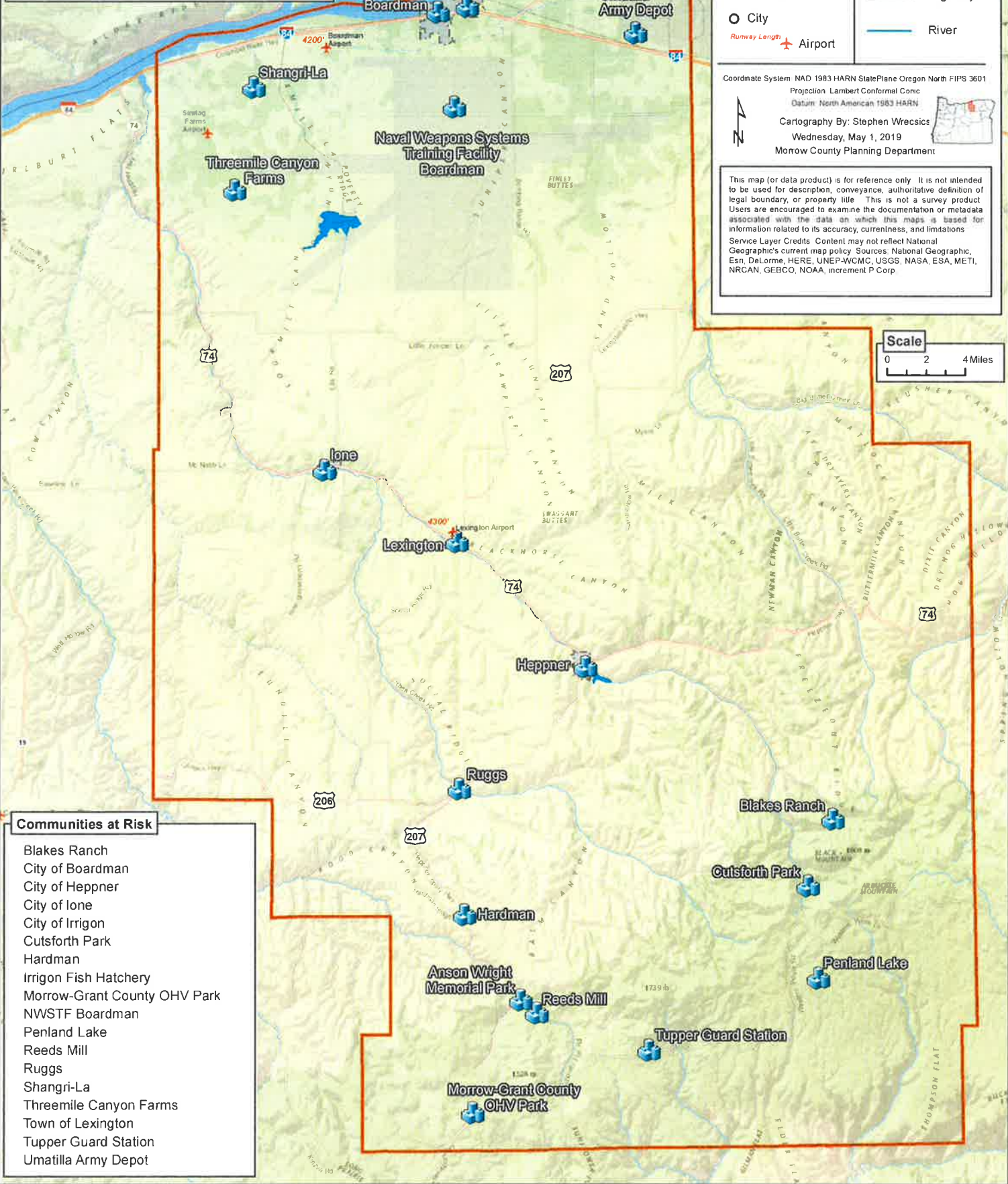
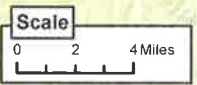
2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography By: Stephen Wrecsics
 Wednesday, May 1, 2019
 Morrow County Planning Department

This map (or data product) is for reference only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.
 Service Layer Credits: Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.



Communities at Risk

- Blakes Ranch
- City of Boardman
- City of Heppner
- City of Lone
- City of Irrigon
- Outforth Park
- Hardman
- Irrigon Fish Hatchery
- Morrow-Grant County OHV Park
- NWSTF Boardman
- Penland Lake
- Reeds Mill
- Ruggs
- Shangri-La
- Threemile Canyon Farms
- Town of Lexington
- Tupper Guard Station
- Umatilla Army Depot



Morrow County Land Management

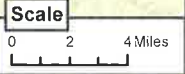
2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

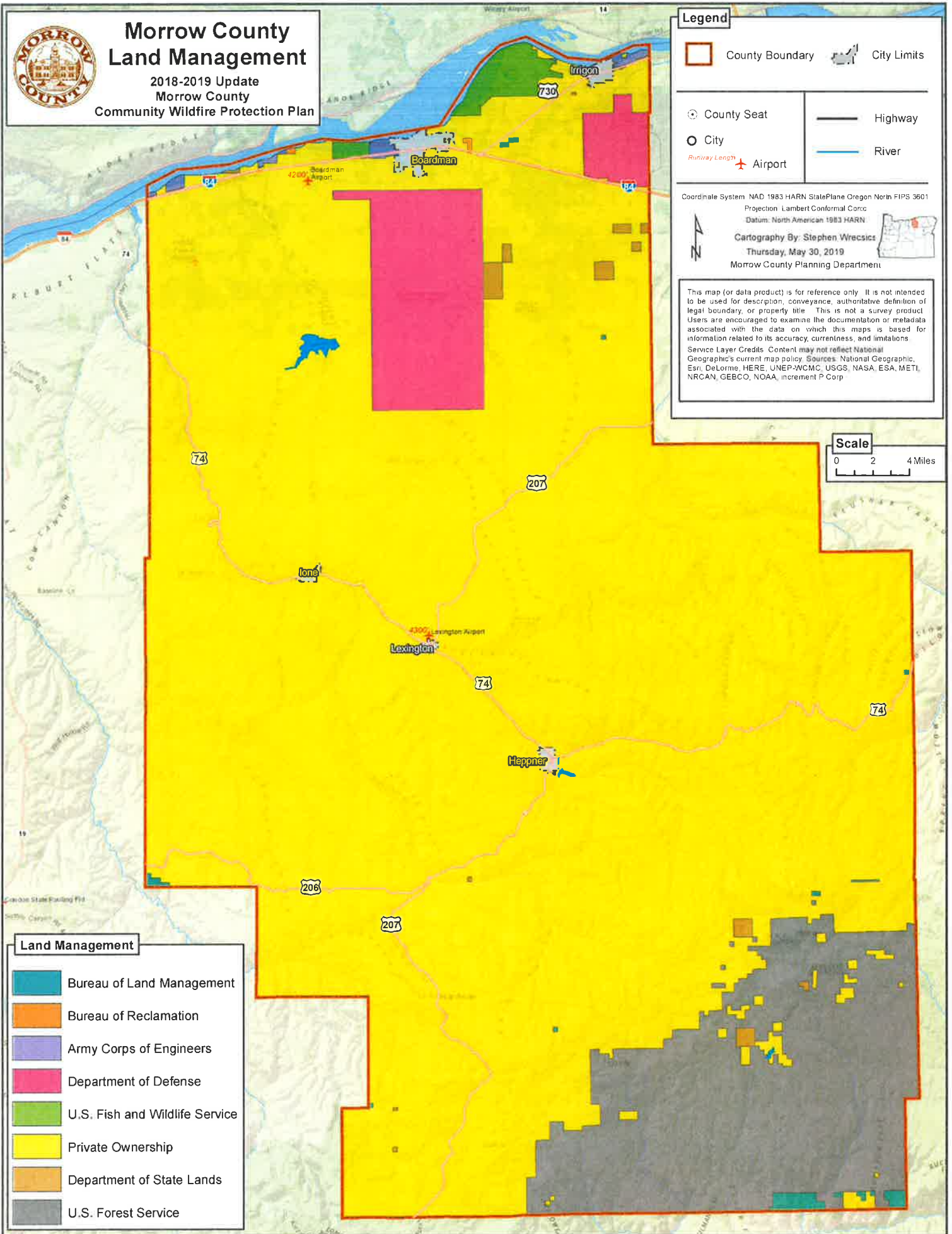
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 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography By: Stephen Wreccics
 Thursday, May 30, 2019
 Morrow County Planning Department

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Land Management

- Bureau of Land Management
- Bureau of Reclamation
- Army Corps of Engineers
- Department of Defense
- U.S. Fish and Wildlife Service
- Private Ownership
- Department of State Lands
- U.S. Forest Service





Morrow County Land Cover

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

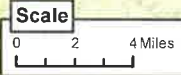
Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography By: Stephen Wrecsics
 Wednesday, June 5, 2019
 Morrow County Planning Department

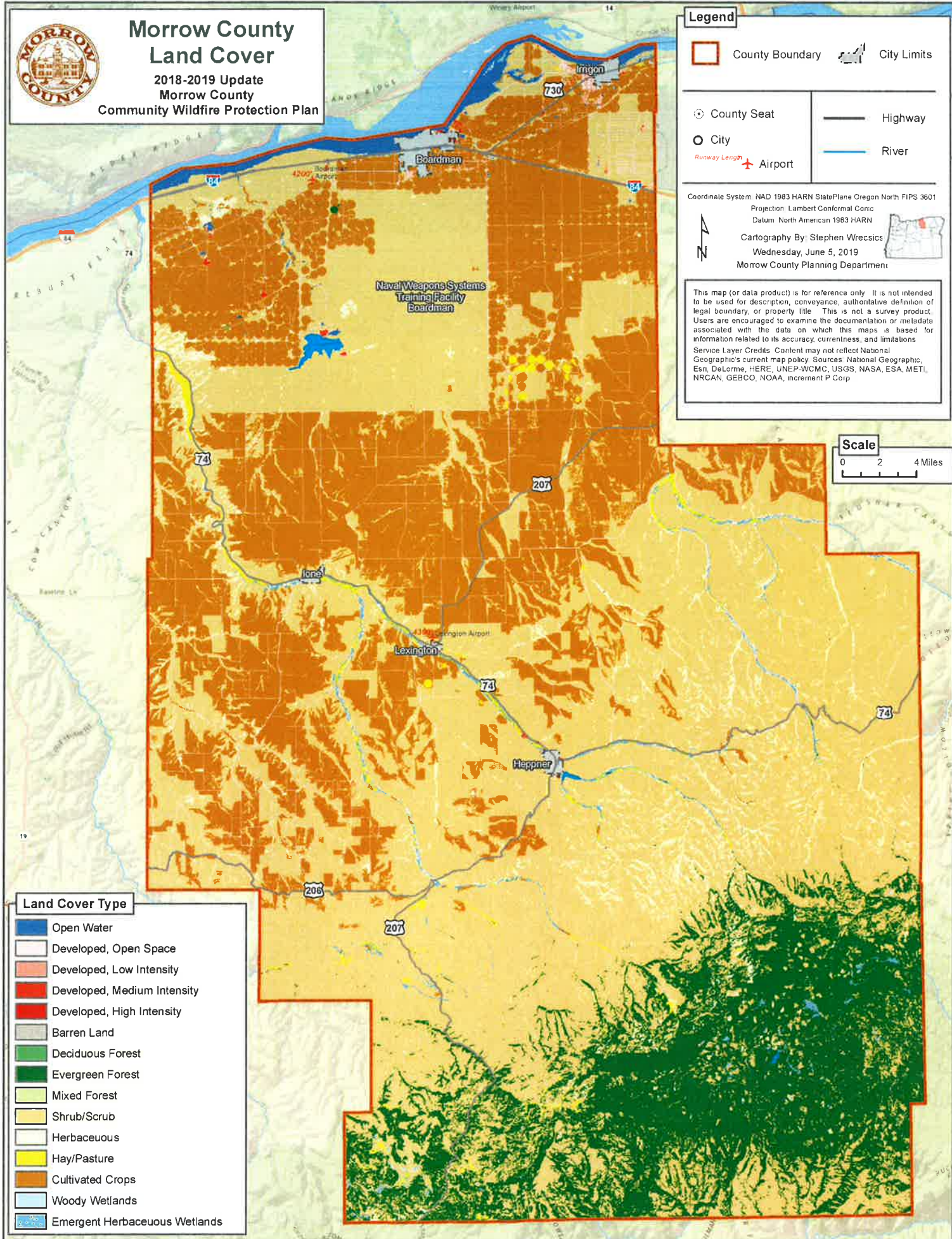
This map (or data product) is for reference only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.

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Land Cover Type

- Open Water
- Developed, Open Space
- Developed, Low Intensity
- Developed, Medium Intensity
- Developed, High Intensity
- Barren Land
- Deciduous Forest
- Evergreen Forest
- Mixed Forest
- Shrub/Scrub
- Herbaceous
- Hay/Pasture
- Cultivated Crops
- Woody Wetlands
- Emergent Herbaceous Wetlands





Rural Fire Protection Districts

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

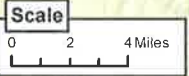
Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN

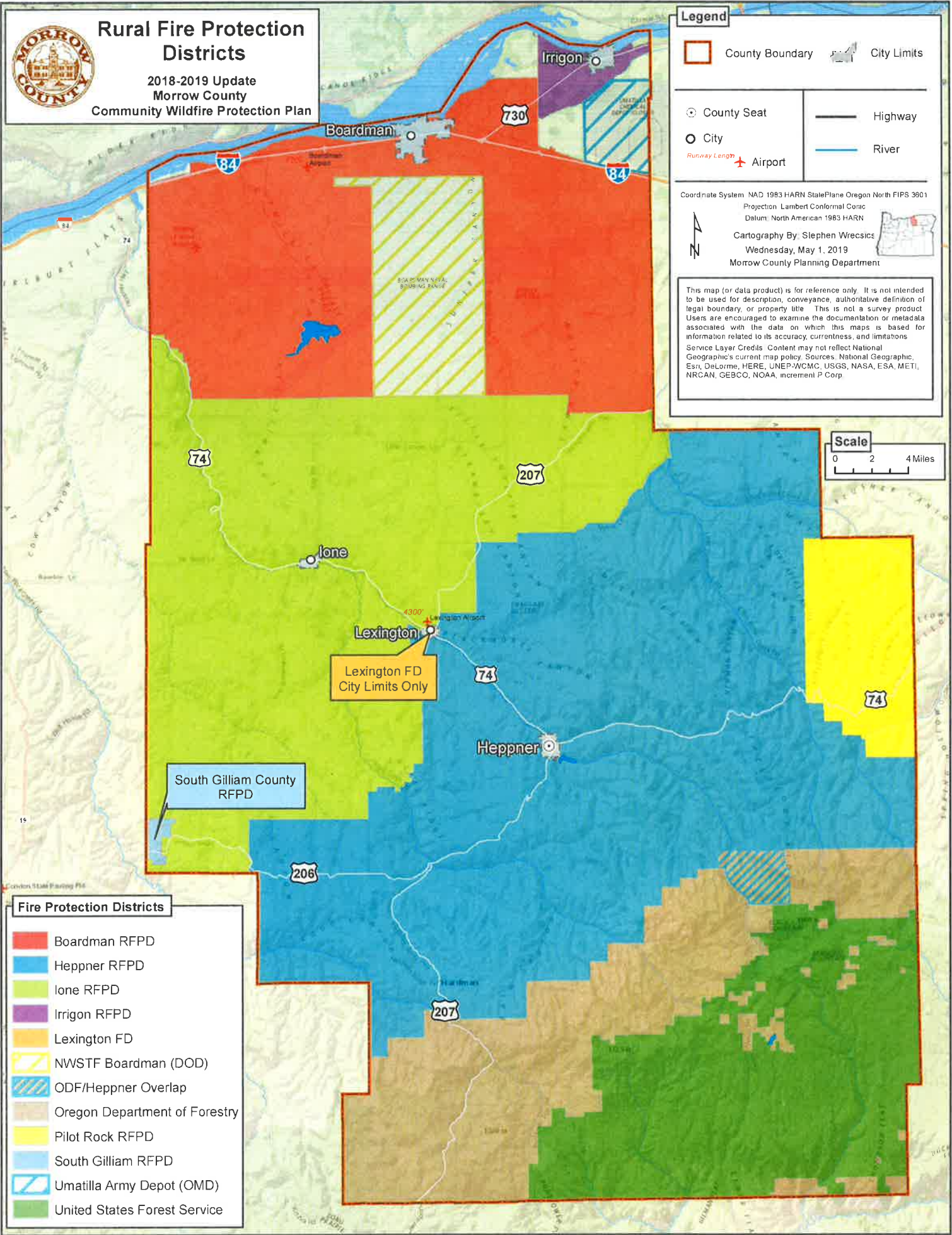
Cartography By: Stephen Wreccics
Wednesday, May 1, 2019
Morrow County Planning Department

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Fire Protection Districts

- Boardman RFPD
- Heppner RFPD
- lone RFPD
- Irrigon RFPD
- Lexington FD
- NWSTF Boardman (DOD)
- ODF/Heppner Overlap
- Oregon Department of Forestry
- Pilot Rock RFPD
- South Gilliam RFPD
- Umatilla Army Depot (OMD)
- United States Forest Service





Morrow County Primary Transportation Routes

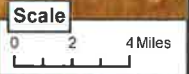
2018-2019 Update
Morrow County
Community Wildfire Protection Plan

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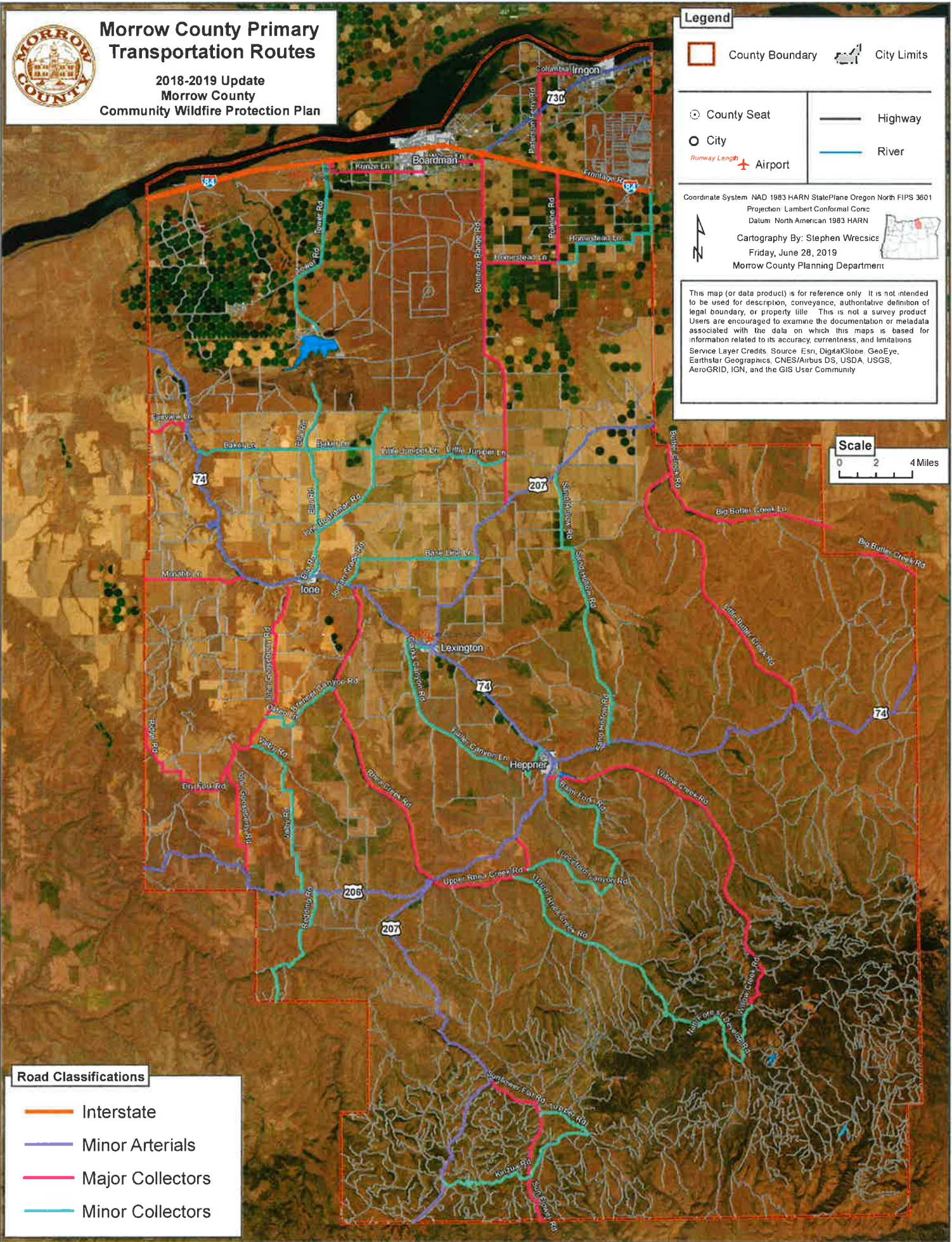
- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography By: Stephen Wreccics
 Friday, June 28, 2019
 Morrow County Planning Department

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 Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- ### Road Classifications
- Interstate
 - Minor Arterials
 - Major Collectors
 - Minor Collectors





Overall Wildfire Risk Map

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 5601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN

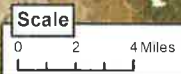


Cartography By: Stephen Wrecsics
 Tuesday, May 28, 2019
 Morrow County Planning Department



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Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Wildfire Risk

Benefit: Wildfire risk is beneficial overall, for mapped resources and assets combined (for example, the cumulative value is positive, typically due to beneficial effects on forest health/vegetation condition and/or wildlife habitat). Benefit represents 0-14.5th percentile of positive values on the landscape.

Low Benefit: Wildfire risk is slightly beneficial for mapped resources and assets combined (for example, forest health/vegetation condition, wildlife habitat), producing a "fuel treatment effect" at very low flame lengths. Benefit represents 14.5 to 29th percentile of positive values on the landscape.

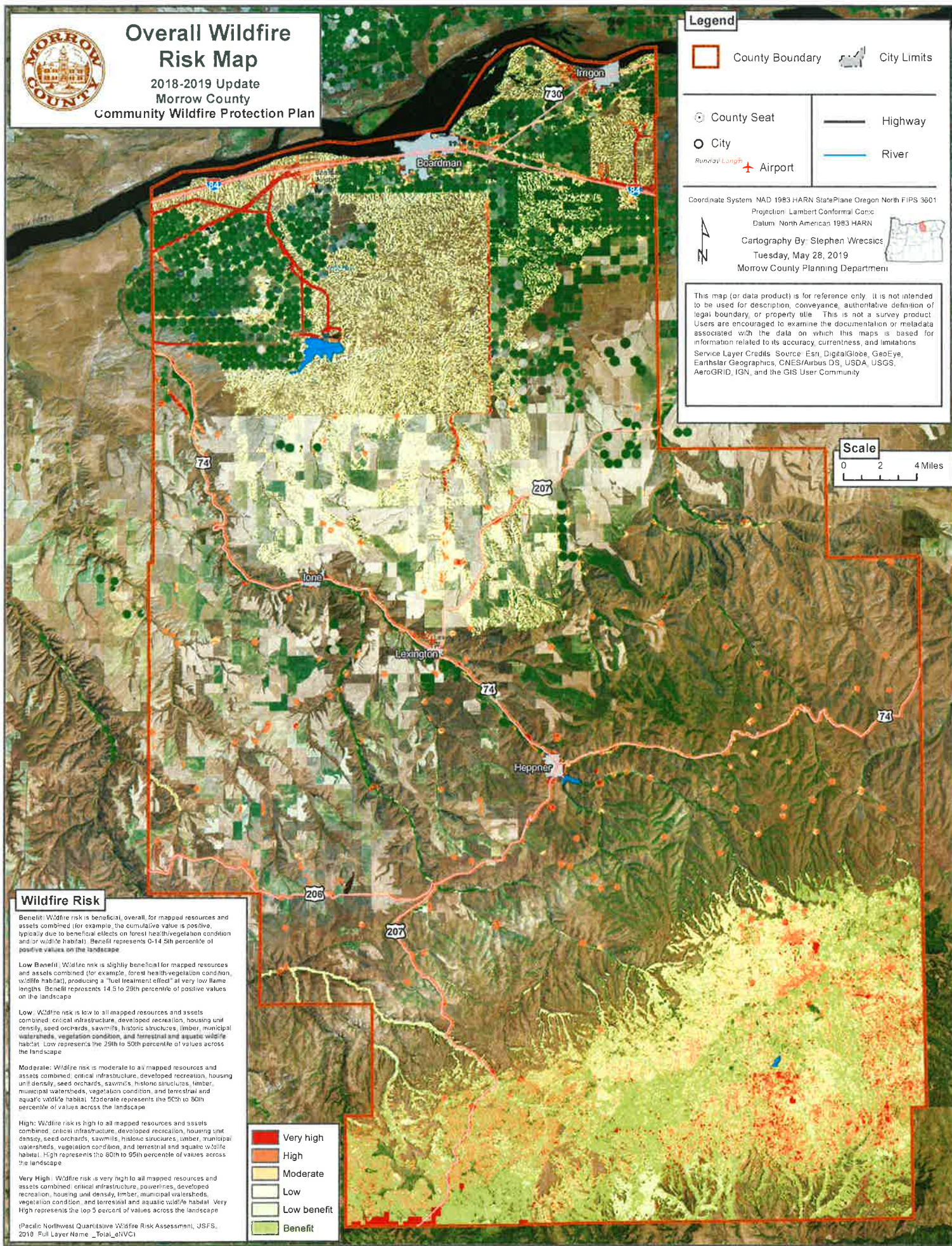
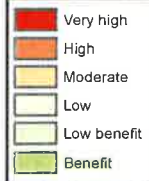
Low: Wildfire risk is low to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, savannas, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Low represents the 29th to 50th percentile of values across the landscape.

Moderate: Wildfire risk is moderate to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, savannas, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Moderate represents the 50th to 80th percentile of values across the landscape.

High: Wildfire risk is high to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, savannas, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. High represents the 80th to 95th percentile of values across the landscape.

Very High: Wildfire risk is very high to all mapped resources and assets combined: critical infrastructure, powerlines, developed recreation, housing unit density, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Very High represents the top 5 percent of values across the landscape.

(Pacific Northwest Quantitative Wildfire Risk Assessment, USFS, 2018. Full Layer Name: _Total_eNVC)





Historic Fires >50.0 Acres in Size

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

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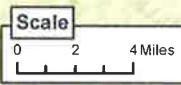
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Datum North American 1983 HARN



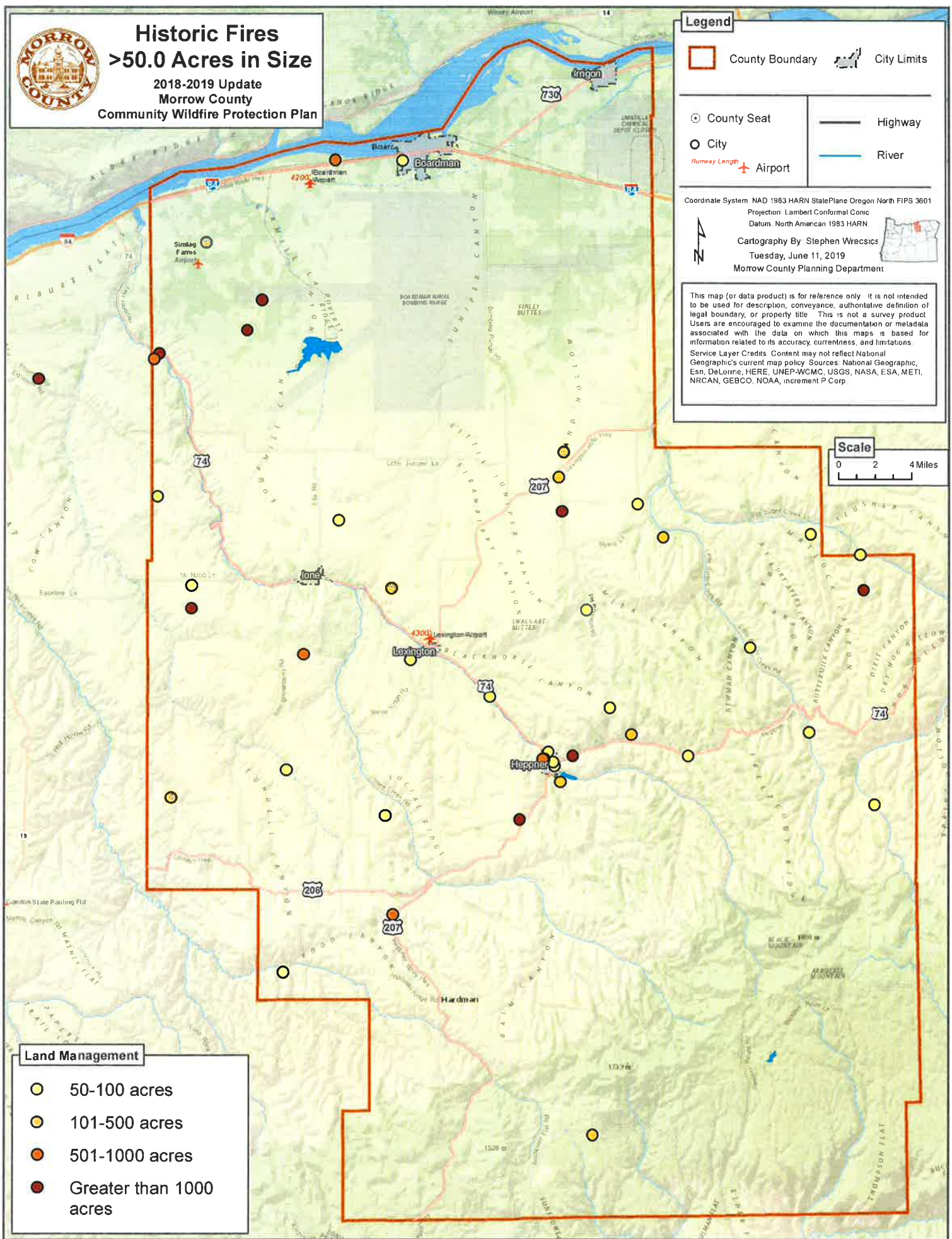
Cartography By Stephen Wreccics
Tuesday, June 11, 2019
Morrow County Planning Department



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- ### Land Management
- 50-100 acres
 - 101-500 acres
 - 501-1000 acres
 - Greater than 1000 acres





Wildland Urban Interface Areas

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

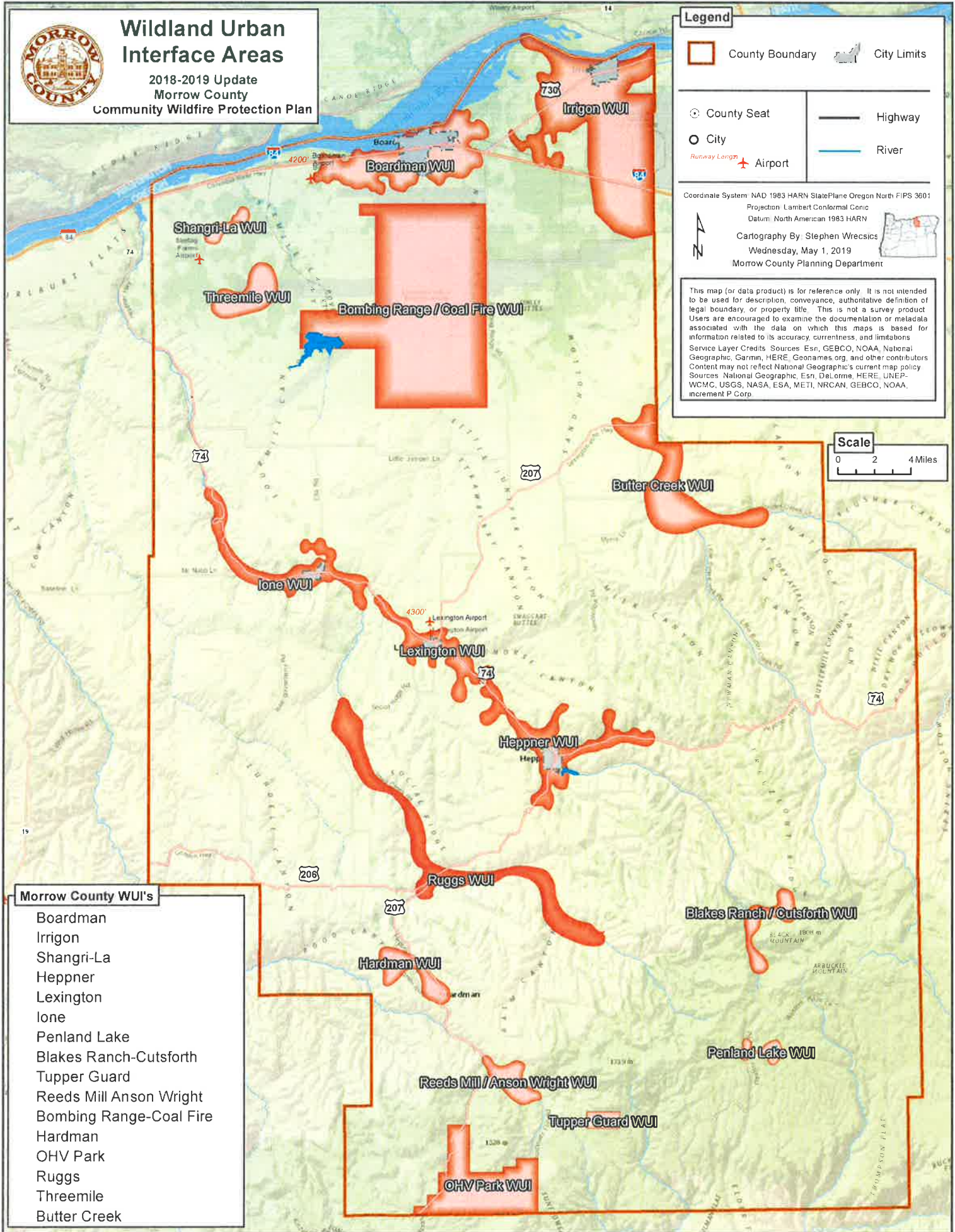
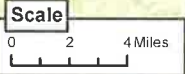
- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection Lambert Conformal Conic
 Datum: North American 1983 HARN

Cartography By: Stephen Wreccics
 Wednesday, May 1, 2019
 Morrow County Planning Department

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Service Layer Credits Sources: Esri, GEBCO, NOAA, National Geographic, Garmin, HERE, Geonames.org, and other contributors. Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.



Morrow County WUI's

- Boardman
- Irrigon
- Shangri-La
- Heppner
- Lexington
- lone
- Penland Lake
- Blakes Ranch-Cutsforth
- Tupper Guard
- Reeds Mill Anson Wright
- Bombing Range-Coal Fire
- Hardman
- OHV Park
- Ruggs
- Threemile
- Butter Creek

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APPENDIX B

This appendix provides a summary of definitions and acronyms used throughout this document.

Acronyms	
BLM	Bureau of Land Management
CWPP	Community Wildfire Protection Plan
DLCD	Department of Land Conservation and Development
FEMA	Federal Emergency Management Agency
FD	Fire Department
FLAME	Federal Land Assistance, Management and Enhancement Act
HFI	Healthy Forest Initiative
HFRA	Healthy Forest Restoration Act
MCCWPP	Morrow County Community Wildfire Protection Plan
NAS	Naval Air Station
NEPA	National Environmental Policy Act
NHMP	Natural Hazards Mitigation Plan
NRCS	Natural Resources Conservation Service
NWSTFB	Naval Weapons Systems Training Facility Boardman
ODFW	Oregon Department of Fish and Wildlife
OMD	Oregon Military Department
RFPD	Rural Fire Protection District
USDA	United States Department of Agriculture
USFS	United States Forest Service
USF&W	United States Fish and Wildlife
WUI	Wildland Urban Interface

Definitions	
Hotshot Crew	Typically, a crew of approximately 20 wildland firefighters specially trained to fight wildland fires.
Mutual Aid Agreement	Agreement among emergency responders to lend assistance across jurisdictional boundaries.
Retardant	Substance that is used to slow or stop the spread or intensity of wildfire.
Smoke Jumper	A wildland firefighter who parachutes to locations otherwise difficult to reach.

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APPENDIX C

This appendix provides a list of agency contacts.

APPENDIX C

Agency	Address	Phone
Morrow County Sherriff's Office	325 Willow View Dr, Heppner, OR 97836	(541) 676-5317
Boardman RFPD	300 SW Wilson Ln, Boardman, OR 97818	(541) 481-3473
Heppner RFPD	P.O. Box 1010, Heppner, OR 97836	(541) 676-2922
Ione RFPD	160 W Main St, Ione, OR 97843	(541) 422-7303
Irrigon RFPD	705 N Main St, Irrigon, OR 97844	(541) 922-3133
Pilot Rock RFPD	415 NE 4 th St, Pilot Rock, OR 97868	(541) 379-1295
South Gilliam RFPD	128 S Main St, Condon, OR 97823	(541) 384-5555
Heppner FD	911 Riverside Ave, Heppner, OR 97836	(541) 676-2922
Lexington FD	150 W Main St, Lexington, OR 97839	(541) 989-8515
Area 9 Defense Board	320 S First St, Hermistion, OR 97838	(541) 567-8822
Navy Region Northwest Fire and EMS	3730 N Charles Porter Ave, Oak Harbor, WA 98278	(360) 257-9020
Oregon Military Department	1776 Militia Way SE, Salem, OR 97301	(503) 584-3980
U.S. Fish and Wildlife	64 Maple Street, Burbank, Washington 99323	(509) 546-8300
U.S. Forest Service (Heppner District)	P.O. Box 7, Heppner, OR 97836	(541) 676-9187
District Extension Forester	210 Snell Hall, Corvallis, OR 97331	(541) 602-4689
Oregon Department of Forestry	3501 NE 3 rd St, Prineville, OR 97754	(541) 447-5658
Natural Resources Conservation Service	430 Linden Way, Heppner, OR 97836	(541) 676-5021
The Nature Conservancy	620 W 18 th St, The Dalles, OR 97058	(541) 298-1802
Columbia Basin Electric Co-Op	171 W Lindon Way, Heppner, OR 97836	(541) 676-9146
Umatilla Electric Co-Op	750 W Elm Ave, Hermiston, OR 97838	(541) 567-6414

City	Address	Phone
City of Boardman	200 City Center Circle, Boardman, OR 97818	(541) 481-9252
City of Heppner	111 N Main Street, Heppner, OR 97836	(541) 676-9618
City of Ione	385 W 2 nd St, Ione, OR 97843	(541) 422-7414
City of Irrigon	500 NE Main Ave, Irrigon, OR 97844	(541) 922-3047
Town of Lexington	425 F Street, Lexington, OR 97839	(541) 989-8515

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APPENDIX D

The following information was summarized from the Grants and Incentives page of the Oregon Department of Forestry website at

<https://www.oregon.gov/ODF/AboutODF/Pages/GrantsIncentives.aspx>.

This appendix contains Grants and Incentive programs that were available at the time of this publication. Grants and Incentive programs listed below may have a limited availability period and applicants should reach out to the John Day Unit Stewardship Forester at 541.575.1139 for a list of currently available Grants and Incentive Programs.

Name	Summary	Contact
Bark Beetle Mitigation	To assist family forestland owners in prevention and help restore areas affected by bark beetles.	Oregon Department of Forestry/U.S. Forest Service
Community Forest Program	The goal of the Community Forest Program is to establish community forests; this is achieved by acquiring land which protects it from conversion to non-forest uses. The Community Forest Program is a federal program that assists landowners in establishing community forests, and sustainably managing them for public benefit including recreation, income, wildlife habitat, stewardship demonstrations sites, and environmental education.	U.S. Forest Service
Conservation Reserve Enhancement Program	The goal of the Conservation Reserve Enhancement Program (CREP) is to encourage landowners to protect soil, water, fish and wildlife by establishing plants along streams.	Farm Service Agency/NRCS
Conservation Stewardship Program	The goal of the Conservation Stewardship Program is to help landowners and operators maintain existing stewardship and adopt additional conservation on privately owned, non-industrial working forests and agricultural lands.	NRCS
Environmental Quality Incentives Program	The goal of the Environmental Quality Incentives Program is to encourage landowners to implement management practices that conserve soil, water, and related natural resources on working lands.	NRCS
Firewise	Firewise is a set of principles that involves understanding our wildland environment and taking concrete steps to make our home and surroundings more resilient and survivable.	NFPA https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA
Forest Legacy Program	The Forest Legacy Program is a national program that addresses privately-owned forestlands that face threats of conversion to non-forest use by development pressures. The goal of the Forest Legacy Program is to promote stewardship and sustainable management of private forest lands by maintaining working forests that conserve important forest resource and conservation values.	Oregon Department of Forestry

Name	Summary	Contact
Noxious Weed Control Grants	The Oregon State Weed Board guides state noxious weed control priorities and awards grants to landowners, public agencies, and others to control noxious weeds.	Oregon State Weed Board Grant Program
Volunteer Fire Assistance (VFA Grants)	These grants help fire agencies meet their firefighting and emergency response needs. Links provide background on VFA grants along with instructions and forms to apply.	Oregon Department of Forestry/U.S. Forest Service
Wetlands Reserve Program	The goal of the Wetlands Reserve Program is to restore, protect, and enhance wetland function and values on private property.	FSA/NRCS

APPENDIX E

This appendix contains the Action Items created as part of the 2019 CWPP update; historic Action Items are still valid and available for implementation. The list of historic and new Action Items is included in the Action Item Inventory beginning on Page 30 of this document. Historic Action Items are available through the Morrow County Planning Department. Action Items, both the 2019 and historic, will be evaluated by the Stakeholder Group at annual meetings.

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1 – for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Improve Agency Involvement

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Improve State and Federal Agency participation in the Stakeholder Group

Link this with a specific goal listed with the Plan

Goal # 4

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

There are Federally owned and managed lands, and some state owned and managed lands, that have wildland fire risk. Involving those agencies in the Stakeholder Group will provide opportunities for better risk reduction and response on State and Federal Lands.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

- Invite agencies to annual Stakeholders Group meetings.
- Complete individual outreach.

Coordinating Organization:

Morrow County

Internal Partners

External Partners

Boardman RFPD

Timeline:

If available, estimated cost:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

Could be ongoing.

Form Submitted By:

Carla McLane

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

BPA Easement Fuels Reduction

Link this with a specific goal listed with the Plan

Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Fighting fire under power lines is inherently dangerous. With current fuel loading it poses an undue risk to firefighters and the community.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

-Mow and maintain vegetation on the BPA easement.

Coordinating Organization:

Boardman RFPD

Internal Partners

MCCWPP Stakeholders

External Partners

BPA

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

1-2

If available, estimated cost:

Form Submitted By:

Boardman RFPD

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
- for Multi-Hazard #1; or FH #3 - Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Education and Outreach, Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Free yard disposal day.

Link this with a specific goal listed with the Plan

Education and Outreach, Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Help increase defensible space around structures within communities.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

- Free yard waste disposal at Morrow County Transfer Station.
- County provided wood chipper for remote areas of the county.

Coordinating Organization:

ODF

Internal Partners

Morrow County Planning

External Partners

ODF, USFS

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

If available, estimated cost:

Unknown

0-2

Form Submitted By:

Braden Britt

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
- for Multi-Hazard #1; or FH #3 - Flood Hazard #3)

Boardman Community Night Out

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Education and Outreach

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Wildfire Education

Link this with a specific goal listed with the Plan

Education and Outreach

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

To educate the public to the dangers associated with a wildfire.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

Information packets to hand out at Boardman's Community Night Out.

Coordinating Organization:

Boardman RFPD

Internal Partners

Planning Department

External Partners

ODF

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

If available, estimated cost:

Form Submitted By:

Boardman RFPD

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
- for Multi-Hazard #1; or FH #3 - Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Education and Community Outreach

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Morrow County Firewise Booth

Link this with a specific goal listed with the Plan

Education and Community Outreach

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Interagency coordination to engage the public and inform about the Firewise program. Additionally, this action item would provide an opportunity to communicate additional fire prevention programs.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

Staffed booth during the Morrow County Fair in Heppner.

Coordinating Organization:

Oregon Department of Forestry

Internal Partners

Morrow County Emergency Management
Morrow County Planning Department

External Partners

Oregon Department of Forestry
Heppner RFPD

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

If available, estimated cost:

Unknown, limited.

Form Submitted By:

Braden Britt, ODF.

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Education and Outreach, Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements; Piper Canyon #647

Free Spray Day

Link this with a specific goal listed with the Plan

Education and Outreach, Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Increased defensible space in the Wildland Urban Interface.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

- Provide pre-mixed chemicles to encourage weed control and reduced vegetation around structures.
- Potential for information booth at Morrow County Fair for public education and outreach.

Coordinating Organization:

NRCS

Internal Partners

Morrow County SWCD
NRCS

External Partners

MCGG

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

If available, estimated cost:

Unknown

Form Submitted By:

Janet Greenup

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction

Proposed Action Title: Mountain Top Defensible Space

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Reduce hazardous fuels and increase defensible space for both Madison Butte Lookout and the Black Mountain Communications Site.

Link this with a specific goal listed with the Plan

Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Implement a new administrative boundary around both areas by closely considering topography, height of vegetation, distance to buildings and opportunities to reduce fuel loading.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

Mechanical treatment of 92 acres.

100 acres of thin and pile.

Implementation of prescribed burning of 439 acres to reduce fuel loading along roads improving access to these sites.

Coordinating Organization:

US Forest Service

Internal Partners

External Partners

Timeline:

If available, estimated cost:

Short Term (0-2 years)

Long Term (2-4 or more years)

2-4 years

Form Submitted By:

US Forest Service Fire and Fuels Management

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
- for Multi-Hazard #1; or FH #3 - Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Bombing Range Fire Breaks

Link this with a specific goal listed with the Plan

Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Reduce the threat of wildfires spreading off Naval Weapons Systems Training Facility Boardman onto private lands.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

-Increase the width of the existing disc firebreak.

Coordinating Organization:

Boardman RFPD, Ione RFPD

Internal Partners

MCCWPP Stakeholders Group

External Partners

Navy

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-1

If available, estimated cost:

Form Submitted By:

Boardman RFPD

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Mow a fire break on perimeter of Federal Wildlife Refuge in the Urban Growth Boundaries of the City of Boardman.

Link this with a specific goal listed with the Plan

Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

To prevent the spread of wildfire from federal to private lands and reduce the risk to the community.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

-Mow vegetation to less than 6" in height, 50' wide.

Coordinating Organization:

U.S. Fish and Game

Internal Partners

MCCWPP Stakeholders Group

External Partners

USACE
U.S. Fish and Game
Confederated Tribes of Umatilla

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

If available, estimated cost:

Form Submitted By:

Boardman Rural Fire Protection District

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
- for Multi-Hazard #1; or FH #3 - Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction Initiative

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Incorporate areas of Morrow County not currently in a Rural Fire Protection District.

Link this with a specific goal listed with the Plan

#1

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Areas of Morrow County, while small and uninhabited, are not currently located within Protection Districts. This issue will be compounded with the future Oregon Military Department land transfer. Inclusion in a Protection District will ensure future wildfire suppression minimizing risk to surrounding inhabited areas.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

-Coordination at the next CWPP Stakeholders Meeting between agencies with the authority to make incorporation happen and the responsible Protection Districts.

Coordinating Organization:

Boardman and Irrigon RFPD's

Internal Partners

Morrow County Assessor's Office

External Partners

Boardman RFPD
Irrigon RFPD

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

If available, estimated cost:

Not available.

0-2

Form Submitted By:

Stephen Wreccics

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Fuels Reduction

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Ellis Project

Link this with a specific goal listed with the Plan

Fuels Reduction

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Fuels reduction on Forest Service property adjacent to and in near proximity to Blake's Ranch, Cutsforth Park, Pendland Lake, and other private property within the project area to reduce impacts of wildfire to communities at risk.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

Through the use of timber sales, mechanical fuels treatments, and prescribed fire units will be strategically placed to help mitigate wildfire effects on private property with in the Ellis project area

Coordinating Organization:

USFS

Internal Partners

External Partners

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

If available, estimated cost:

Form Submitted By:

USFS

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1 – for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Fire Hazard

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Improved Development Standards

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Morrow County Zoning Ordinance Updates based on CWPP update.

Link this with a specific goal listed with the Plan

Improved Development Standards

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

Improved development standards could have direct positive impacts on defensible space and risk reduction.

Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

There are a number of aspects of current and proposed development standards that could be considered, such as: building materials, defensible space, access and use of water supplies, access and driveway standards.

Coordinating Organization:

Morrow County Planning Department

Internal Partners

Public Works

External Partners

Fire Protection Districts, Area 9 Fire Defense Board, ODF, USFS.

Timeline:

Short Term (0-2 years)

Long Term (2-4 or more years)

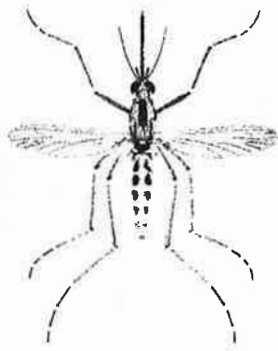
If available, estimated cost:

\$30,000+

Long-term

Form Submitted By:

Carla McLane



North Morrow Vector Control District

P.O. Box 192 / 3 Marine Drive

Boardman, OR 97818

541.481.6082 Voice / 541.481.6082 Fax (By Request)

gbarron@centurytel.net

July 22, 2019

Morrow County Court
P.O. Box 788
Heppner, OR 97836

Dear Morrow County Commissioners:

Roger Trueax has decided to continue his service on the North Morrow Vector Control District Board and serve another four year term.

Roger Trueax lives in Irrigon and is retired. Please find Roger suitable to serve on our North Morrow Vector Control District Board of Trustees for another four year term.

A signed Oath of Office document, Signed Letter of Interest from Roger shows a willingness to continue his service on the Board is enclosed.

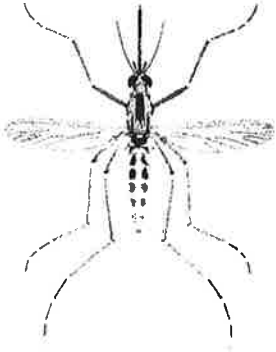
Please find Roger Trueax an excellent Board Member and I look forward to hearing from you upon him being approved by the Morrow County Commissioners.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Greg Barron".

Greg Barron, Manager



North Morrow Vector Control District
P.O. Box 192 / 3 Marine Drive
Boardman, OR 97818
541.481.6082 Voice / 541.481.6082 Fax (By Request)
gbarron@centurytel.net

June 12, 2019


Roger Trueax
P.O. Box 39
Irrigon, OR 97844

Dear Roger:

Once again it is my duty to inform you that your four year term on the Board expired on June 21, 2019. I appreciate the time and effort that you have put into serving in this capacity as a North Morrow Vector Control District Board Member. It is my wish that you continue your service on the Board. Please check your decision below and return in the stamped envelope as soon as it is convenient for you.

Thank you for your many years of service to this Board.

Yes, I would like to serve another four-year term on the Board.


Signature

No, I do not wish to serve another four-year term on the Board.

Sincerely,



Greg Barron, Manager

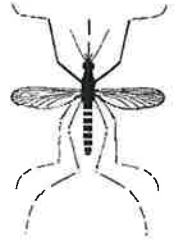
North Morrow Vector Control District

3 Marine Drive * P.O. Box 192 * Boardman, OR 97818

Phone: 1-541-481-6082

Fax: 1-541-481-3597

Email: gbarron@oregonvos.net



OATH OF OFFICE


ON THE MATTER OF OATH OF OFFICE FOR THE NORTH MORROW VECTOR CONTROL DISTRICT BOARD OF TRUSTEES:

This Board of Trustees having been duly appointed by the Morrow County Court as Board of Trustees for the North Morrow Vector Control District,

Now, therefore, you do hereby subscribe to the oath of office, as follows:

I Roger Trueax, do hereby solemnly swear and avow to faithfully discharge the duties imposed upon me as a Trustee for the North Morrow Vector Control District, according to the constitution and laws of the United States of America and the State of Oregon.

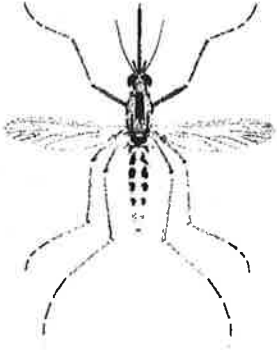
Dated this 21nd day of June, 2019.



Signature of Trustee



Witness



North Morrow Vector Control District
P.O. Box 192 / 3 Marine Drive
Boardman, OR 97818
541.481.6082 Voice / 541.481.6082 Fax (By Request)
gbarron@centurytel.net

July 23, 2019

Morrow County Court
P.O. Box 788
Heppner, OR 97836

Dear Morrow County Commissioners:

Glenn Maret has decided to continue his service on the North Morrow Vector Control District Board and serve another four year term.

Glenn lives in Irrigon and is retired. Please find Glenn suitable to serve on our North Morrow Vector Control District Board of Trustees for another four year term.

A signed Oath of Office document, Signed Letter of Interest from Glenn shows a willingness to continue his service on the Board is enclosed.

Please find Glenn Maret an excellent Board Member and I look forward to hearing from you regarding him being approved by the Morrow County Commissioners for renewal.

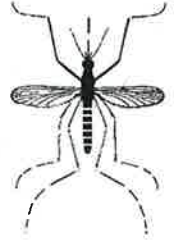
Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Gregory A. Barron".

Greg Barron, Manager

North Morrow Vector Control District



3 Marine Drive * P.O. Box 192 * Boardman, OR 97818

Phone: 1-541-481-6082

Fax: 1-541-481-3597

Email: gbarron@oregonvos.net

OATH OF OFFICE

ON THE MATTER OF OATH OF OFFICE FOR THE NORTH MORROW VECTOR CONTROL DISTRICT BOARD OF TRUSTEES:

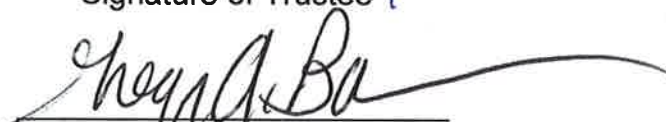
This Board of Trustees having been duly appointed by the Morrow County Court as Board of Trustees for the North Morrow Vector Control District,

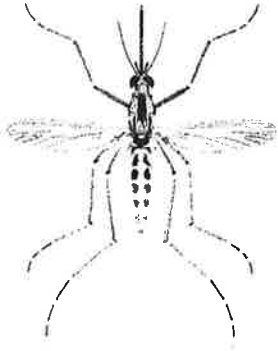
Now, therefore, you do hereby subscribe to the oath of office, as follows:

I Glenn Maret, do hereby solemnly swear and avow to faithfully discharge the duties imposed upon me as a Trustee for the North Morrow Vector Control District, according to the constitution and laws of the United States of America and the State of Oregon.

Dated this 18th day of July 2019.


Signature of Trustee


Witness



North Morrow Vector Control District
P.O. Box 192 / 3 Marine Drive
Boardman, OR 97818
541.481.6082 Voice / 541.481.6082 Fax (By Request)
gbarron@centurytel.net

July 3, 2019

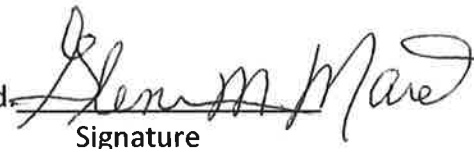
Glenn Maret
74402 Froberg Lane
Irrigon, OR 97844

Dear Glenn:

Once again it is my duty to inform you that your four year term on the Board will expire on July 18, 2019. I appreciate the time and effort that you have put into serving in this capacity as a North Morrow Vector Control District Board Member. It is my wish that you continue your service on the Board. Please check your decision below and return in the stamped envelope as soon as it is convenient for you.

Thank you for your many years of service to this Board.

Yes, I would like to serve another four-year term on the Board.



Signature

No, I do not wish to serve another four-year term on the Board.

Sincerely,



Greg Barron, Manager

Return to:
MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500



APPLICATION #: 00L

COUNTY ROAD #: 689

ROAD NAME: Olson Rd

Applicant Mailing Address

Umatilla Electric Cooperative
Name (Business Name, Attn: Name)
P.O. Box 1148
Mailing Address (Street/Post Office Box)
Hermiston, OR 97838
City, State, Zip Code
541-289-1522
Phone Number

APPLICATION FEE:

(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)

PAYMENT RECEIVED:

07-10-2019 \$0 [Signature]
(Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Wendy Neal-Umatilla Electric Cooperative 750 W. Elm Hermiston OR, 97838
(Name - Individual Business) (Physical Address) (Work Order Number)

hereby request permission either to locate within County Road right of way or cross

Morrow County road Olson Rd SE at ~.75 miles from nearest
(Name of County Road) (Miles)

intersection with road Wilson Ln SE 09 04N 25E
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Electric Transmission Line of 115kV, Center Line 73' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)

from R/W line n/a depth of line or pipe, E.W X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 [Signature]
(Initial)

Page 2 [Signature]
(Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature]
(Signature of Authorized Permittee)

DATE: 7/10/2019
(Date Signed)

State of Oregon
County of Umatilla

This instrument was acknowledged before me on 7-10, 2019
by Wendy Neal

Notary Public - State of Oregon



RECOMMENDED BY: _____
(Assistant Road Master)

DATE: _____
(Date Signed)

APPROVED BY: _____
(Public Works Director)

DATE: _____
(Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

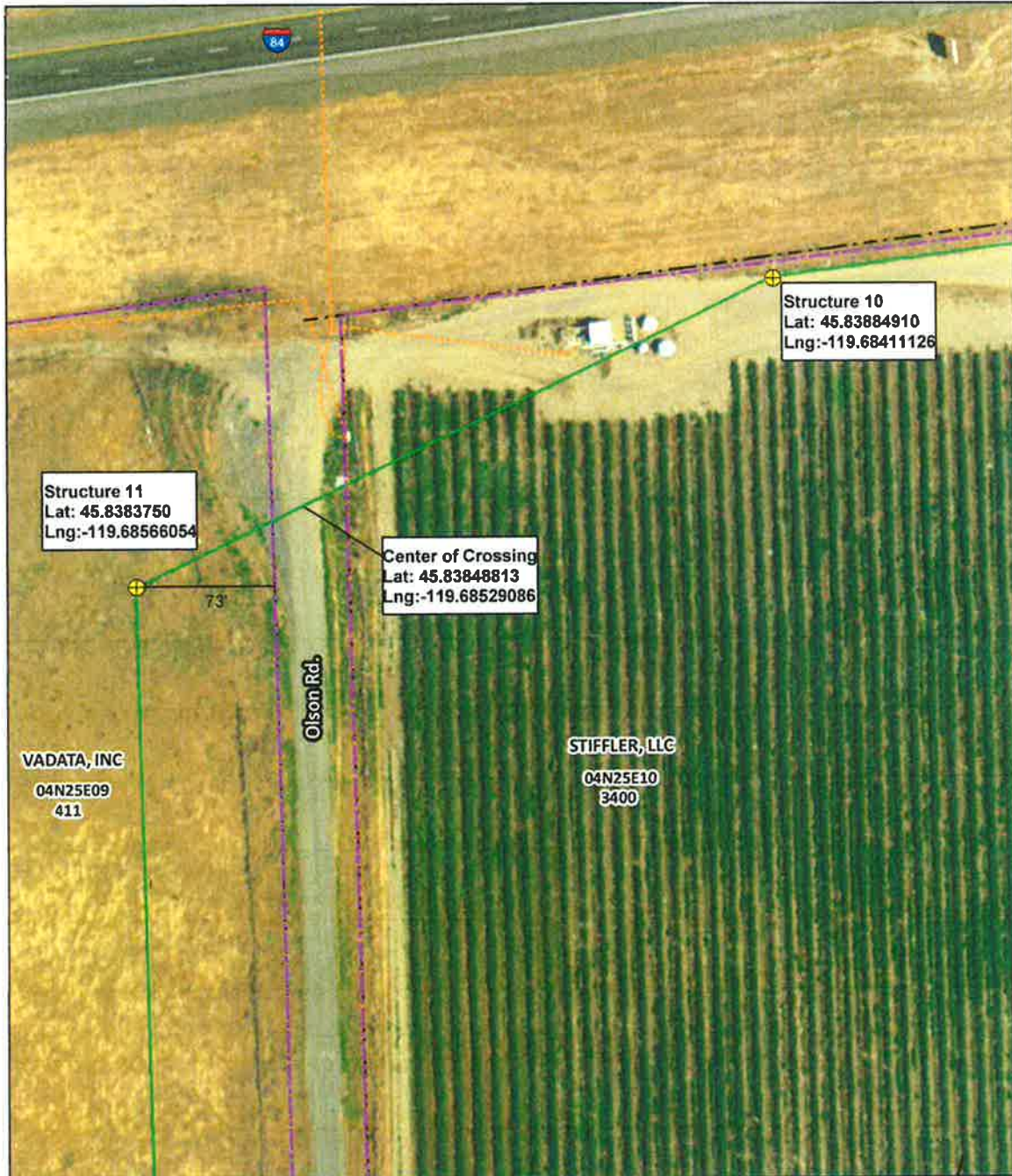
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVEAL, RELOCATION AND REPAIR

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.



 0 12.5 25 50 Feet 1 inch = 67 feet	DATE	REVISION	#	 ATOTH & ASSOCIATES 830 E Primrose, Suite 200 Springfield, MO 65807 Ph: 417-888-0645 Fax: 417-888-0657 tothassociates.com CERTIFICATE OF AUTHORITY: ORB not required © Toth and Associates, Inc	DRAWN BY: AF CHECKED BY: RS APP'D BY: GB DATE: 7/09/2019	PROJECT: PDX 90 115kV <i>Permit 00L</i> LOCATION: BOARDMAN MORROW COUNTY, OREGON CLIENT: UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA
	7/09/2019	WORKING	1		TITLE: Olson Road Crossing SHEET NO: 1	

Matt Scrivner

From: Wendy Neal <Wendy.Neal@umatillaelectric.com>
Sent: Thursday, August 1, 2019 2:03 PM
To: Carla McLane; Matt Scrivner
Cc: 'Gopala Borchelt'
Subject: RE: Permit OOL
Attachments: a href=fileMPLS CADDJOBS (Active)TX - OR14 PDX90 230 kV ROWDrafting Mode...kmz;
a href=fileMPLS CADDJOBS (Active)TX - OR14 PDX90 230 kV ROWPDX90 230kV Red
Route Prelim Drafting.xyzPDX90 230kV Red Route Prelim Draftinga.kmz; PDX90 115
kva.kmz

STOP and VERIFY - This message came from outside of Morrow County Government

Hi Carla and Matt,

The 115kV and the 230 kV will be built on separate structures. The 115kV will stay in place, until the 230kV is energized, then we will remove the 115kV line and structures.

The 230 route is still not determined, we are still in discussions with landowners to take the south route. We will complete another application for the 230 line, once the route is finalized.

I hope the kmz files help, it should show the 115, and the 2 options for the 230 that we have. There are only 2 locations where we can cross BPA lines, so we are limited in our options.

Wendy Neal
Umatilla Electric Cooperative
Land Use Specialist
Hermiston, OR 97838
Direct 541.289.1522

Umatilla Electric Cooperative is a member owned business that sells energy, invests in and supports other services to improve the quality of life in our communities.

From: Carla McLane [mailto:cmclane@co.morrow.or.us]
Sent: Thursday, August 1, 2019 12:51 PM
To: Matt Scrivner <mscrivner@co.morrow.or.us>; Wendy Neal <Wendy.Neal@umatillaelectric.com>
Cc: 'Gopala Borchelt' <gborchelt@tothassociates.com>
Subject: RE: Permit OOL

Wendy,
Matt has raised a question that I am also curious about. I've copied Gopala, as you both probably have some insight that you could share. I guess there are a number of questions, so I'll just throw them out here..

- How much of the 115 near it's Olson Road terminus will be built at 230 to allow for a transfer from temporary to permanent?
- When might you have the best answer for that question? Or...
- Will you build it all at 115 then upsize the portion that would remain?

From a land use perspective we've approved a 'temporary 115 kV transmission line.' And we anticipate another application for the 230 kV permanent line. Each will be reviewed discreetly. They may cover the same ground, or maybe not. The process will be the same or very similar.

But for the road crossing permit there might be other considerations. So having a better understanding of how we get from temporary to permanent will be helpful. And if I'm being honest it will help as we move through the land use planning process as well.

Thanks for your consideration.
Cordially,
Carla

Carla McLane, MBA
Morrow County Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97844
541-922-4624
cmclane@co.morrow.or.us

From: Matt Scrivner
Sent: Thursday, August 1, 2019 6:49 AM
To: Wendy Neal <Wendy.Neal@umatillaelectric.com>
Cc: Carla McLane <cmclane@co.morrow.or.us>
Subject: Permit OOL

Wendy

Our office was called asking about permit #OOL from the planning department because someone was in their office to pick up the permit? That permit has not been approved as I was waiting on planning approval first. This permit needs to go before the Board of Commissioners, I can make that happen next Wednesday, but I have one question. Will this line be removed when the permanent 230 line is installed? Or is this line being built to handle the new 230 line as it seems to run in the area of the proposed permanent 230 line?

Matt Scrivner
Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)

This email has been scanned by the Symantec Email [Security.cloud](#) service.



TREASURER

Gayle L. Gutierrez

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

8/7/19

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.75%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

The interest rate for US Bank is .01694%.

Investment in US Bank is 2.539%. The State Pool was at 2.25% at the time the investment was made.

Outstanding checks as of June 30, 2019 total is \$440,690.25.

The statement for the LGIP is also included.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	5,431,143.96 (	499,614.96)	4,931,529.00
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,667.74	40.00	17,707.74
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	387,268.72	876.75	388,145.47
202-100-1-10-1500		ROAD FC W/TREASURER	2,845,264.84 (	341,295.34)	2,503,969.50
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	498,774.54	39,256.28	538,030.82
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	38,805.12	1,731.75	40,536.87
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	34,101.65 (	3,260.97)	30,840.68
207-100-1-10-1500		911 FC W/TREASURER	242,089.33 (	19,697.25)	222,392.08
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	222,402.85 (	109.54)	222,293.31
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,052,967.64	154,557.98	1,207,525.62
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	2,901.34 (	2,847.47)	53.87
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	263.56 (	258.32)	5.24
214-100-1-10-1500		FAIR FC W/TREASURER	232,442.44 (	803.05)	231,639.39
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	32,709.81 (	7,135.93)	25,573.88
216-100-1-10-1500		STP FC W/TREASURER	43,266.75	1,904.81	45,171.56
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	71,535.69	161.95	71,697.64
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,220.15	52.57	23,272.72
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	67,001.55 (	4,855.10)	62,146.45
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	18,840.56 (	7,903.43)	10,937.13
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	39,728.97	89.94	39,818.91
223-100-1-10-1500		CAMI GRANT FC W/TREAS	31,994.91 (	4,408.47)	27,586.44
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	10,356.68	23.45	10,380.13
225-100-1-10-1500		STP VEHICLE FC W/TREAS	141,439.56	320.21	141,759.77
226-100-1-10-1500		FAIR ROOF FC W/TREAS	20,223.55	45.78	20,269.33
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	15,556.19	35.22	15,591.41
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	20,256.95 (	2,597.16)	17,659.79
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	10,248.67	23.20	10,271.87
230-100-1-10-1500		RODEO FC W/TREAS	18,892.14	42.77	18,934.91
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	140,651.73	54,064.30	194,716.03
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	19,626.20	160.06	19,786.26
234-100-1-10-1500		DUII IMPACT FC W/TREAS	28,030.52	1,414.61	29,445.13
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	10,770.81	24.38	10,795.19
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	749,785.65 (	1,161.44)	748,624.21
238-100-1-10-1500		PARK FC W/TREAS	298,525.83 (	71,746.50)	226,779.33
240-100-1-10-1500		EQUITY FC W/TREAS	171,358.49	387.94	171,746.43
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	274,346.45	621.10	274,967.55
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	846.65	1.92	848.57
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	68,280.39	154.58	68,434.97
322-100-1-10-1500		COURT SECURITY FC W/TREAS	162,969.93	486.78	163,456.71
500-100-1-10-1500		ECHO WINDS FC W/TREAS	6,888.12	15.59	6,903.71
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	15,959.73	36.13	15,995.86
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	146,191.67	10,784.00	156,975.67
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	11,070.14	25.06	11,095.20
510-100-1-10-1500		P & P FC W/TREAS	399,566.57 (	35,403.47)	364,163.10
514-100-1-10-1500		IONE SD B & I FC W/TREAS	2,732.86 (	2,320.74)	412.12

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		999.49 (	869.30)	130.19
516-100-1-10-1500	RADIO DIST FC W/TREAS		4,956.56 (	4,236.82)	719.74
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		756.74 (	658.83)	97.91
521-100-1-10-1500	PGE CARTY FC W/TREAS		15,216.92	34.45	15,251.37
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		26,452.67 (	22,603.58)	3,849.09
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		5,872.83 (	4,977.49)	895.34
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.25 (	0.25)	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		3,060.31 (	2,601.62)	458.69
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		15,502.81	62.76	15,565.57
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		76.95 (	66.27)	10.68
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,452.41	8.89	3,461.30
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		2,452.64 (	2,096.01)	356.63
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		27,750.99 (	23,815.51)	3,935.48
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		5,387.61 (	4,595.97)	791.64
633-100-1-10-1500	CITY OF IONE FC W/TREAS		877.51 (	749.62)	127.89
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		2,803.85 (	2,397.42)	406.43
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		577.18 (	494.98)	82.20
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		16,302.59 (	13,928.52)	2,374.07
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		877.73 (	751.13)	126.60
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,607.60 (	1,374.03)	233.57
640-100-1-10-1500	IONE RFPD FC W/TREAS		674,170.39 (	1,786.17)	672,384.22
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		119.86	0.51	120.37
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		419.73 (	364.17)	55.56
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		722.33 (	617.50)	104.83
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		104,216.66 (	9,603.03)	94,613.63
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		285.61 (	243.81)	41.80
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		2,141.73 (	1,832.62)	309.11
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		4,428.99 (	3,842.39)	586.60
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		1,134.88 (	968.82)	166.06
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		13,510.58 (	11,687.87)	1,822.71
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		429,423.06	2,902.66	432,325.72
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		135.13 (	115.51)	19.62
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		107,194.75 (	91,403.75)	15,791.00
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		68,768.66	3,869.77	72,638.43
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		17,884.84 (	15,287.93)	2,596.91
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.00	0.03	14.03
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		2,201.19	4.98	2,206.17
658-100-1-10-1500	BMCC FC W/TREASURER		19,207.75 (	16,418.41)	2,789.34
659-100-1-10-1500	BMCC B & I FC W/TREASURER		6,464.57 (	5,509.37)	955.20
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		6,224.45 (	5,316.41)	908.04
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		646.36 (	553.82)	92.54
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		6,337.64 (	5,414.75)	922.89
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		2,586.30 (	2,189.91)	396.39
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500	TAX APPEALS FC W/TREAS		0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		10,662.71	24.14	10,686.85
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		11,258.45	11,470.33	22,728.78
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS		0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS		0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS		0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS		0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS		1,124.38	2.55	1,126.93
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		189,990.00	430.12	190,420.12
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS		0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T		0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS		8,667.34	5,001.36	13,668.70
682-100-1-10-1500	STATE FIRE FC W/TREAS		0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS		1,964.38	7.95	1,972.33
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,211,969.65	478.75	1,212,448.40
685-100-1-10-1500	STATE HOUSING FC W/TREAS		17,694.34	6,527.58	24,221.92
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		72,596.40	164.35	72,760.75
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS		0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS		10,161.18 (	8,700.80)	1,460.38
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		473.57 (	416.94)	56.63
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		658.55 (	579.24)	79.31
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS		0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS		20,563.41 (	20,563.41)	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS		0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS		0.01	0.00	0.01
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS		0.00	0.00	0.00
TOTAL CLAIM ON CASH			17,338,424.54 (	996,722.83)	16,341,701.71

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		79,872.23 (	32,627.06)	47,245.17
999-100-1-10-1502	PAYROLL BEO		11,697.18	1.23	11,698.41
999-100-1-10-1503	STATE TREASURY POOL		16,245,364.91 (	964,097.01)	15,281,267.90
999-100-1-10-1504	CERTIFICATES OF DEPOSIT		0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS		0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA		0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK		100.16	0.00	100.16
999-100-1-10-1508	US BANK		1,000,502.82	0.01	1,000,502.83
SUBTOTAL CASH IN BANK - POOLED CASH			17,337,537.30 (	996,722.83)	16,340,814.47

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH

17,337,537.30 (996,722.83) 16,340,814.47



OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **June 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary		
Opening Balance	16,245,364.91		June 30, 2019	May 31, 2019
Purchases	356,231.11			
Redemptions	(1,320,328.12)			
<hr/>				
Closing Balance	\$15,281,267.90		15,281,267.90	16,245,364.91
Dividends	34,974.58			
<hr/>				
		Total	\$15,281,267.90	\$16,245,364.91



Account Statement

For the Month Ending **June 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					16,245,364.91
06/03/19	06/03/19	LGIP Fees - ACH Redemption (8 @ \$0.05 - From 4206) - May 2019	1.00	(0.40)	16,245,364.51
06/03/19	06/03/19	LGIP Fees - Wire Transfer Redemption (1 @ \$10.00 - From 4206) - May 2019	1.00	(10.00)	16,245,354.51
06/03/19	06/03/19	LGIP Fees - Received ACH (3 @ \$0.10 - From 4206) - May 2019	1.00	(0.30)	16,245,354.21
06/04/19	06/04/19	Redemption - ACH Redemption	1.00	(55.00)	16,245,299.21
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(999.49)	16,244,299.72
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(756.74)	16,243,542.98
06/04/19	06/04/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(13,510.58)	16,230,032.40
06/04/19	06/04/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(25,672.32)	16,204,360.08
06/04/19	06/04/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(4,428.99)	16,199,931.09
06/04/19	06/04/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(110,096.09)	16,089,835.00
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(33,623.82)	16,056,211.18
06/04/19	06/04/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(17,884.84)	16,038,326.34
06/04/19	06/04/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(13,157.60)	16,025,168.74
06/05/19	06/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,149.94	16,030,318.68
06/05/19	06/05/19	Redemption - ACH Redemption	1.00	(500,000.00)	15,530,318.68
06/05/19	06/05/19	Redemption - ACH Redemption	1.00	(76.95)	15,530,241.73
06/12/19	06/12/19	Redemption - ACH Redemption	1.00	(55.00)	15,530,186.73
06/13/19	06/13/19	Redemption - ACH Redemption	1.00	(300,000.00)	15,230,186.73



Account Statement

For the Month Ending **June 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
06/14/19	06/14/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	164,005.62	15,394,192.35
06/18/19	06/18/19	ODOT - ODOT PYMNT	1.00	92,837.99	15,487,030.34
06/18/19	06/18/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	79.19	15,487,109.53
06/18/19	06/18/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,744.61	15,488,854.14
06/20/19	06/20/19	ODOT - ODOT PYMNT	1.00	27,251.14	15,516,105.28
06/20/19	06/20/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	958.07	15,517,063.35
06/20/19	06/20/19	Redemption - ACH Redemption	1.00	(300,000.00)	15,217,063.35
06/21/19	06/21/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	675.90	15,217,739.25
06/26/19	06/26/19	SFMS Fr:Administrative Services, Dept of U.S. Taylor Grazing	1.00	52.67	15,217,791.92
06/27/19	06/27/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,780.17	15,240,572.09
06/28/19	06/28/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,721.23	15,246,293.32
06/28/19	07/01/19	Accrual Income Div Reinvestment - Distributions	1.00	34,974.58	15,281,267.90



Account Statement

For the Month Ending **June 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					15,281,267.90
		Month of June	Fiscal YTD July-June		
Opening Balance		16,245,364.91	14,425,454.12	Closing Balance	15,281,267.90
Purchases		356,231.11	33,761,658.07	Average Monthly Balance	15,479,857.44
Redemptions		(1,320,328.12)	(32,905,844.29)	Monthly Distribution Yield	2.75%
Closing Balance		15,281,267.90	15,281,267.90		
Dividends		34,974.58	429,980.43		



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 28, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,240,572.09
06/28/19	07/01/19	Accrual Income Div Reinvestment - Distributions	1.00	34,974.58	15,275,546.67
06/28/19	06/28/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,721.23	15,281,267.90
Closing Balance					15,281,267.90



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 27, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,217,791.92
06/27/19	06/27/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,780.17	15,240,572.09
Closing Balance					15,240,572.09



Daily Confirmation of Activity
as of June 26, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,217,739.25
06/26/19	06/26/19	SFMS Fr:Administrative Services, Dept of U.S. Taylor Grazing	1.00	52.67	15,217,791.92
Closing Balance					15,217,791.92



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 21, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/21/19	06/21/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	675.90	15,217,063.35
					15,217,739.25
Closing Balance					
					15,217,739.25



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 20, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,488,854.14
06/20/19	06/20/19	ODOT - ODOT PYMNT	1.00	27,251.14	15,516,105.28
06/20/19	06/20/19	Redemption - ACH Redemption	1.00	(300,000.00)	15,216,105.28
06/20/19	06/20/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	958.07	15,217,063.35
Closing Balance					15,217,063.35



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 18, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,394,192.35
06/18/19	06/18/19	ODOT - ODOT PYMNT	1.00	92,837.99 ✓	15,487,030.34
06/18/19	06/18/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,744.61 ✓	15,488,774.95
06/18/19	06/18/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	79.19 ✓	15,488,854.14
Closing Balance					15,488,854.14



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 14, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,230,186.73
06/14/19	06/14/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	164,005.62	15,394,192.35
Closing Balance					15,394,192.35



Daily Confirmation of Activity
as of June 12, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,530,241.73
06/12/19	06/12/19	Redemption - ACH Redemption	1.00	(55.00)	15,530,186.73
Closing Balance					15,530,186.73



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of June 13, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					15,530,186.73
06/13/19	06/13/19	Redemption - ACH Redemption	1.00	(300,000.00)	15,230,186.73
Closing Balance					15,230,186.73



Daily Confirmation of Activity
as of June 5, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					16,025,168.74
06/05/19	06/05/19	Redemption - ACH Redemption	1.00	(76.95)	16,025,091.79
06/05/19	06/05/19	Redemption - ACH Redemption	1.00	(500,000.00)	15,525,091.79
06/05/19	06/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,149.94	15,530,241.73
Closing Balance					15,530,241.73



Daily Confirmation of Activity
as of June 4, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					16,245,354.21
06/04/19	06/04/19	Redemption - ACH Redemption	1.00	(55.00) ✓	16,245,299.21
06/04/19	06/04/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(25,672.32) ✓	16,219,626.89
06/04/19	06/04/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(13,510.58) ✓	16,206,116.31
06/04/19	06/04/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(4,428.99) ✓	16,201,687.32
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(33,623.82) ✓	16,168,063.50
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(999.49) ✓	16,167,064.01
06/04/19	06/04/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(756.74) ✓	16,166,307.27
06/04/19	06/04/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(17,884.84) ✓	16,148,422.43
06/04/19	06/04/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(13,157.60) ✓	16,135,264.83
06/04/19	06/04/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(110,096.09) ✓	16,025,168.74
Closing Balance					16,025,168.74



Daily Confirmation of Activity
as of June 3, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					16,245,364.91
06/03/19	06/03/19	LGIP Fees - ACH Redemption (8 @ \$0.05 - From 4206) - May 2019	1.00	(0.40)	16,245,364.51
06/03/19	06/03/19	LGIP Fees - Received ACH (3 @ \$0.10 - From 4206) - May 2019	1.00	(0.30)	16,245,364.21
06/03/19	06/03/19	LGIP Fees - Wire Transfer Redemption (1 @ \$10.00 - From 4206) - May 2019	1.00	(10.00)	16,245,354.21
Closing Balance					16,245,354.21

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

During the April 24, 2019 Commission meeting, Steve Haddock and Mike Gorman proposed the County adopt an ordinance requiring title research for submitting a partition plat for review. The commissioners asked to have more information in order to make a decision. Attached are explanations why the Assessor's Office, County Surveyor and Planning Department feel this requirement is needed. Also attached, is an opinion from a local title company on why this requirement would be beneficial, the cost and a sample of what the title research report would look like.

2. FISCAL IMPACT:

\$0

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

Give staff direction to draft ordinance for signing and adopting.

Attach additional background documentation as needed.

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
P.O. Box 788
Heppner, OR 97836

August 7th, 2019

Re: Request for a change to the Morrow County Subdivision Ordinance.

Dear Morrow County Commissioners,

In October of 2018, while reviewing the subdivision plat for the Griffin Addition, it came to my attention that the Morrow County Subdivision Ordinance required title reports for subdivisions but not for partitions. I reported on this situation in my January, 2019 quarterly report. At the April quarterly report I asked the Commissioners whether the Subdivision Ordinance could be ammended or if it would be acceptable to simply make it the County Surveyor's policy to require title reports for partitions also. At that time I was directed by the commissioiners to contact other counties to determine if they also required title reports for partitions. Per your request I have contacted the other counties in the state concerning that issue and the results by county are shown in the attached list. Of the 21 counties that responded, 7 of them require title reports for partitions by ordinance and 14 by county surveyor's policy. I don't have the exact number but for some of those 14 requiring the report by policy, the policy is only a verbal policy enforced by the county surveyor.

I believe that the Morrow County Subdivision Ordinance would allow me to make this requirement as a policy because of the following factors:

The subdivision ordinance Article 2 establishes a Subdivision Review Committee. This committee's duties as outlined in sections 2.010 – 2.030 include reviewing the applications of both subdivisions and partitions. Section 2.060(J)&(H) states that the committee should include a review for proof of marketable title as well as existing protective covenants, deeds and restrictions.

In furtherance of these directions, Article 3 of the subdivision ordinance establishes specific details concerning information that must be submitted in a tentative plan and the supporting documents for a subdivision. Among those requirements are section 3.060(C)(2) which requires the location, width and purpose of existing and proposed easements. (The same requirements as ORS92.050(6)) and section 3.080(D) requires a title report be submitted with an application for a subdivision.

While I believe that it would be possible to make the requirement for a subdivision report as a county surveyor policy, I don't think that would be the most prudent approach as Article 2 of the subdivision ordinance requires that this information be available to all of the review committee. Making the change to require these reports for partitions would allow their use from the beginning of the review process where a county surveyor policy would only require the title report at the review of the final plat phase and important decisions that might have been made early on in the process may not be possible by that time as changes are not supposed to be made after final approval. My primary uses of the information in the title report are to confirm that all of the record easements are shown, that the owner's declarations are properly worded with the correct names, and that the legal description on the plat corresponds to that given in the surveyor's certificate. The majority of the plats I have reviewed this year have had problems with the depiction of the easements and some have had problems with correctly identifying the ownership. It is for this reason that I request that the commissioners consider making this change to the subdivision ordinance.

Sincerely,

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

Title Research Requirement

<u>County Name</u>	<u>Ordinance</u>	<u>Surveyor Policy</u>
1 Benton	x	
2 Clackamas		x
3 Clatsop		x
4 Columbia		x
5 Curry	x	
6 Deschutes	x	
7 Douglas		x
8 Grant		x
9 Hood		x
10 Jefferson	x	
11 Lane		x
12 Linn		x
13 Malheur		x
14 Marion	x	
15 Multnomah	x	
16 Tillamook		x
17 Wallowa		x
18 Wasco		x
19 Washington	x	
20 Wheeler		x
21 Yamhill		x



P.O. Box 247 • Heppner, Oregon 97836
(541) 676-5607 FAX: (541) 676-5610

ASSESSMENT & TAXATION

MIKE GORMAN
Assessor/Tax Collector

8/5/2019

Morrow County Commissioners
Morrow County Administrative Staff,

RE: Partition Plat Title Research Requirement

This is a formal request for the County to adopt an ordinance for the requirement of property title research when partitioning property. This requirement is already established for the act of creating a subdivision.

Partitioning property and subdividing property is the same act of dividing property. Partitioning creates up to three new parcels out of one and subdividing creates more than four new parcels.

Requiring title research will greatly speed up and enhance the partitioning process for all parties affected, including the property owners, surveyors, County and City officials and banks and title companies. Title research will help establish the accuracy of the ownership and description of the property being partitioned.

Some surveyors already have title research included when they are creating a partition for a client. The review time of preliminary partitions which include title research is greatly reduced. We have seen many preliminary plats with no title research contain incorrect ownership, incorrect property boundaries and incorrect deed references. These incorrect items greatly increase staff time during the preliminary plat review process. At times we may have to review preliminary plats multiple times to ensure they contain correct information. When situations like these happens the County gets blamed for "holding up the process". The County is certainly not the problem when a surveyor does not have the correct information included on the plat.

If such an ordinance is not created, I will be forced to substantially increase the fee for partition plat review. The current fee for Assessor's review is \$50.00. This current fee amount does not come close to compensating the staff time required to review plats, especially when

members of my staff have to perform the title research necessary, which should be the responsibility of the surveyor performing the partition plat.

This requirement is nothing out of the ordinary for Counties in Oregon. This is a requirement either by ordinance or policy by other Counties around the state. An ordinance requiring title research will help expedite the partition plat process.

Please give this request your consideration, as an ordinance requiring title research will help expedite the partition plat process.

Respectfully Submitted,



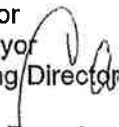
Mike Gorman,
Morrow County Assessor/Tax Collector



PLANNING DEPARTMENT

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

MEMORANDUM

To: Mike Gorman, Assessor
cc: Steve Haddock, Surveyor
From: Carla McLane, Planning Director 
Date: August 2, 2019
RE: Requirements for Title Reports

Thanks for the opportunity to provide input into this discussion.

Currently the Morrow County Subdivision Ordinance (MCSO) does require the submittal of a Title Report when a Subdivision, which is the creation of four or more lots, is being reviewed for consideration. For Partitions, the creation of no more than three lots, that same Title Report requirement is not found.

There has been discussion around the need to amend and update the MCSO, however staff resources to accomplish that task are limited and currently focused on other work (for the most part current planning). But amending the MCSO would only address those Partitions completed under Morrow County Planning Department authority; it would not address Partitions or Subdivisions completed within any of the five cities in Morrow County.

While I support the future amendment of the MCSO, at this time I would recommend that an Ordinance be drafted for review and approval, outside of the land use planning process, that would require all Plats reviewed by the County Assessor and Surveyor be done with the submittal of a Title Report. I would willingly sit on a work team to accomplish creating such an Ordinance, facilitating any necessary public process, and the eventual adoption.

An alternative to this process would be to work with each of the five communities, requesting and supporting amendments to their respective Subdivision Ordinances. If this is the chosen path I am also willing to assist with the needed communication, application and process to amend each communities respective governing Ordinances.

Again thanks for the opportunity to be part of the solution to this problem.



Mike Gorman

From: Renee Grace <rgrace@midcotitle.com>
Sent: Friday, April 26, 2019 3:38 PM
To: Mike Gorman
Subject: RE: Title Research for Partition Plats

Hi Mike,

I am sorry to hear that you've received pushback from the County Commission. Maybe they don't see things through the eyes we do. I feel it is utmost important for a Surveyor to have a current title report on any property that they are preparing to subdivide, or partition. Many times we get orders for reports from surveyors for this purpose, and we try to keep the cost to a minimum, due to the fact that it is used primarily for platting or partitioning. This is beneficial for all parties involved, not only the Surveyor, but Landowners, Title Companies, and the Assessor's office. The Surveyor needs to have the correct recorded legal description, EXACT and correct vested landowners names, easements that may be affected, and any lenders that need to sign off. There isn't any way for a Surveyor to have all of this information without having a report. It not only alleviates re-recording of Plats, but also provides them with most current information. Many times a landowner will provide the surveyor with a copy of their Deed, however they may have sold a portion off already, or the legal description may have changed significantly since they originally purchased the land. There are a number of issues that we have seen come up from these Plats being recorded without the Surveyor having adequate information about the property prior to recording a new Partition Plat. The \$200.00 (estimated), fee we charge for these informational only reports, saves the parties from later re-recording fees, or from having to have the Surveyor re-draft the partition plats. I am NOT trying to sell these reports. We truly don't make anything on them. We provide them at a minimum cost for the use and benefit of the Surveyor, to help provide up to date, and accurate information on the subject property prior to partitioning or subdividing.

If you need further information, or if I can assist you with any other information, please let me know.

Thank you!

Renée J. Grace
Owner
MID-COLUMBIA TITLE COMPANY
PO Box 290
205 NE Boardman Avenue
Boardman, OR 97818
(541) 481-2280 Phone
(541) 481-3280 Fax
email: rgrace@midcotitle.com

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Mike Gorman

From: Renee Grace <rgrace@midcotitle.com>
Sent: Wednesday, May 01, 2019 11:48 AM
To: Melissa Lindsay; Mike Gorman; Justin Nelson
Cc: Steve Haddock; Carla McLane; Patricia Hughes; Darrell Green
Subject: RE: Title Research for Partition Plats
Attachments: Sample Property Search Report.docx

Hello Melissa,

Attached is a sample of the Property Search we would provide for the use of a Boundary line adjustment, Partition Plat, or Subdivision that is being proposed. In the State of Oregon, there is no longer a "Subdivision Guarantee", as such, however we can issue a Title Report that simply shows the status of title, legal description, and all exceptions that affect a certain property. In most cases, these reports run \$200.00, however they can be priced higher if the property being examined is a large property that may have some title issues, or bad legal descriptions that we need to work through. Depending on the amount of time it takes us, determines the amount we charge, yet we try to keep it to a minimum when possible.

I hope this helps. Please feel free to contact me if you have any questions.

Thank you!

Renée J. Grace
President / Owner
MID-COLUMBIA TITLE COMPANY
PO Box 290
205 NE Boardman Avenue
Boardman, OR 97818
(541) 481-2280 Phone
(541) 481-3280 Fax
email: rgrace@midcotitle.com

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From: Melissa Lindsay <mlindsay@co.morrow.or.us>
Sent: Friday, April 26, 2019 4:00 PM
To: Mike Gorman <mgorman@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Renee Grace <rgrace@midcotitle.com>
Cc: Steve Haddock <shaddock@co.morrow.or.us>; Carla McLane <cmclane@co.morrow.or.us>; Patricia Hughes <phughes@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: Re: Title Research for Partition Plats

Good afternoon Renee

Mid-Columbia Title Company

205 E. Boardman Ave. ~ P.O. Box 290 Boardman, OR 97818

Phone: (541) 481-2280 ~ Fax: (541) 481-3280

TITLE REPORT

Morrow County Surveyor
Steve Haddock

1. **DATE:** February 26, 2019 **FILE NUMBER:** 000000
2. **POLICY OR POLICIES TO BE ISSUED:**
NONE

The Liability in connection with this report is expressly limited to the sum paid therefore, and the issuing company will not otherwise be responsible for errors and omissions therein. The charge for this service will not include supplemental reports.

MID-COLUMBIA TITLE COMPANY has found that as of March 12, 2019 at 8:00 A.M., title to the property described herein is vested in:

OWNERS NAMES SHOWN HERE

3. The land referred to in this title report is described as follows:

LEGAL DESCRIPTON SHOWN HERE

MID-COLUMBIA TITLE COMPANY

By: _____
RENEE J. GRACE

EXAMPLE OF EXCEPTIONS THAT MAY BE SHOWN:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims whether or not shown by the Public Records.



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

(For BOC Use)
Item #
66

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

Presenter at BOC: Sgt Zimmerman-Adams / Deputy Patton Phone Number (Ext): 5104/5109
Department: Sheriff's Office Requested Agenda Date: 08-07-2019
Short Title of Agenda Item: Civil program contract
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Zuercher Technologies LLC ("Zuercher")
Contractor/Entity Address: 4509 West 58th Street, Sioux Falls, South Dakota 57108
Effective Dates - From: 08-07-2019 Through: 06-30-2024
Total Contract Amount: \$41,796.00 Budget Line: 217-125-540-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
John A. Bowles 7/23/19 Department Director Required for all BOC meetings
Dana... 8/5/19 Administrator Required for all BOC meetings
J. Nelson via email 7-18-19 County Counsel *Required for all legal documents
[Signature] 7/30/19 Finance Office *Required for all contracts; other items as appropriate.
[Signature] Board Chair *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):

This contract is to replace our current civil program Q&A that was created in 1985 and ended support and development in 1994 (25 years ago). Jordan has been able to keep the current program running through multiple computer upgrades and mandatory updates to Microsoft operating systems. Q&A is not able to run on any operating system newer than Windows XP which was end of life as of April 2014 (5 years ago).

Sheriff's Office staff reviewed five different companies. Umatilla County Sheriff's Office has also recently updated their civil program. Prior to them selecting a vendor they spoke with SunRidge Systems, our currently CAD vendor, about updating the civil portion of the program and SunRidge Systems was unwilling to do any updates and what they currently provide does not deliver any support for the Sheriff's Office. We also reviewed programs from E-Force Software and EIS but they would not meet the requirements for our office. Softcode by Tyler Technologies was also reviewed but it was the most expensive of the programs that we reviewed. It could only be used for the civil portion of the Administrative Division and additional user license would be additional charges.

When we reviewed the Zuercher Civil software and it quickly became the best choice and the least expensive of the two that would work. This program would assist the Administrative Division (which includes civil, CHL, records, office manager) as a whole. It would automate several processes that are currently done by hand for no additional costs. It is very customizable and agency specific. Data is backed up every 30 minutes to an offsite location. If the server crashed, Zuercher would send out a replacement within 24 hours. The only thing that local IT would need to do is mount the server and hook it up and we would be back up and running. Zuercher would cut down on time entering civil processes and has the ability to retain officer safety information. Zuercher would also be able to automate several of the processes that the officer manager currently does by hand and be able to effectively track finance and accounts payable.

2. FISCAL IMPACT:

Civil Program \$41,796 with Maintenance & Support for year one included (217-125-5-40-4401). Maintenance & Support fees for the rest of the contract are: year two: \$5,174; year three: \$5,433; year four: \$5,704 and year five: \$5,990 (101-113-5-20-3531).

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

If the board agrees to move forward with the software purchase, sign contract between Morrow County and Zuercher Technologies LLC ("Zuercher") and grant authorization to the Morrow County Sheriff's Office to order the software.

☒ Attach additional background documentation as needed.

ZU=RCHER

Software License and Service Agreement

Morrow County

This Software License and Service Agreement (this “Agreement”) entered into as of this ____ day of _____ 20__ by and between Morrow County (“Customer”), having its principal place of business at 100 South Court Street, Heppner, OR 97836, and Zuercher Technologies LLC (“Zuercher”), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a “Party” or collectively as the “Parties”.

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer’s payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party (“Action” herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer’s use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer’s use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements,

conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.7 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8 Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any

violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

4.3.1.1 Zuercher maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Zuercher will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, Zuercher will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the Zuercher staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse Zuercher for the cost of Zuercher Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable Zuercher office location. This provision will apply during the installation of the Project and for the duration of the Customer’s Maintenance Agreement.

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license

the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.

- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Termination

6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Oregon State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its

computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

6.5 Post-Termination Ownership of Data and Access to Data by Customer

6.5.1 As between the parties, Zuercher agrees that all Customer Information provided to Zuercher under this Agreement for Zuercher's use in connection with the Software and Services is the property of Customer.

6.5.2 Upon termination or other such end of the Agreement, Zuercher shall provide an accessible copy of Customer Information entered into the Software by Customer. Zuercher shall retain the physical copy of the Software, title, right and interest in and to the Software, including updates, upgrades, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights. It is required that Customer have an unencrypted copy of all data and information entered by Customer into Software provided by Zuercher to allow Customer to continue to access information without the use of Zuercher Software or licenses.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Oregon, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Oregon state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide Zuercher with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

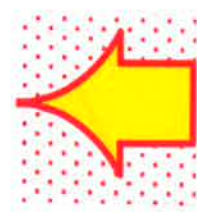
This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.

- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.



Morrow County Board of Commissioners
Morrow County, Oregon

Signer's Name: _____

Signer's Title: _____

Signature

Date

Signer's Name: _____

Signer's Title: _____

Signature

Date

Signer's Name: _____

Signer's Title: _____

Signature

Date

Zuercher Technologies, LLC

Signer's Name: _____

Signer's Title: _____

Signature

Date

Exhibit A: Statement of Work

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Zuercher Suite Base	<ul style="list-style-type: none"> • Operating system software • Database software • Master name index • Master address index • Master vehicle index 	<ul style="list-style-type: none"> • Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Civil (Core)	<ul style="list-style-type: none"> • Civil Papers • Configurable paper types 	<ul style="list-style-type: none"> • Service attempt log • Full audit trail
Civil (Advanced)	<ul style="list-style-type: none"> • Executions, distress warrants, and foreclosures • Civil Cases • Automatic invoice creation 	<ul style="list-style-type: none"> • Receipts and statements • Interest calculations • Deadline calculations • Custom Forms
Financial (Core)	<ul style="list-style-type: none"> • Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation 	<ul style="list-style-type: none"> • Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Personnel (Core)	<ul style="list-style-type: none"> • Personnel Log 	<ul style="list-style-type: none"> • Full audit trail
Reporting (Core)	<ul style="list-style-type: none"> • Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT 	<ul style="list-style-type: none"> • Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports

1.1 Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Zuercher backend server software is wholly managed by Zuercher and the Customer shall not attempt to access it, except as provided in the Zuercher Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 Zuercher Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

2.0 Customer Hardware, Network and Power Requirements

Zuercher is not responsible for physical installation of the computer hardware required for operating Zuercher Software. Zuercher is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Two (2) rack-mount servers will be purchased by Customer as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:
 - (a) One (1) Production Server with Lantronix remote access device
 - (b) One (1) Testing/Training server
3. The servers will be installed at Morrow County Sheriff's Office, located at 325 Willow Drive, PO Box 159, Heppner, OR 97836.
4. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted

server (3.5”), and one (1) Lantronix remote access device (3.0”).

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Peripheral Hardware

2.4.1 Civil – Electronic Signature Pad (Topaz)

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer’s Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer’s Project Manager and Build Team will work within standard business hours as mutually agreed

upon by Customer and Zuercher, to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) Zuercher Build Team Members
 - (d) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the Zuercher project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team and will demo Zuercher Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 Final System Review

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 Train-the-Trainer and/or End User Training

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 Go Live

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.3 Training and Go Live Support

3.3.1 Training

Zuercher staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual

days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training

Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site or remote for Go Live.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 12,700	\$ 12,700
Zuercher Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 7,800	\$ 7,800
Civil Core			1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)			1	\$ 1,620	\$ 1,620
Civil Advanced (Agency Site License)			1	\$ 540	\$ 540
Financial Core			1	Included	Included
Financial Core (Agency Site License)			1	Included	Included
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)			1	Included	Included
Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Total					\$ 27,660
Peripheral Hardware	Comments	Unit	Qty	Price	Total
Civil - Electronic Signature Pad (Topaz)			1	\$ 403	\$ 403
Peripheral Hardware Total					\$ 403
Services	Comments	Unit	Qty	Price	Total
Project Manager		Per Project	1	\$ 2,213	\$ 2,213
Configuration and Business Process Review (BPR) <i>1 round-trip anticipated</i>		Per Project	1	\$ 4,105	\$ 4,105
Training - Civil - Refresher <i>1 round-trip anticipated</i>		Per Project	1	\$ 4,900	\$ 4,900
Go-live Support <i>1 round-trip anticipated</i>		Per Project	1	\$ 2,515	\$ 2,515
Services Total					\$ 13,733
TOTALS					
Software and Servers Total					\$ 27,660
Peripheral Hardware Total					\$ 403
Services Total					\$ 13,733
TOTAL					\$ 41,796
Recurring (Subscriptions & Maintenance)					
Maintenance & Support (Year 1)			1		Included
Maintenance & Support (Year 2)			1	\$	5,174
Maintenance & Support (Year 3)			1	\$	5,433
Maintenance & Support (Year 4)			1	\$	5,704
Maintenance & Support (Year 5)			1	\$	5,990

Taxes are not included in the pricing.

Exhibit C: Payment Schedule

The total amount of this contract is \$41,796.

The amounts due under this contract are as follows:

Upon contract execution	50%	\$20,898.00
Completion of BPR	30%	\$12,538.80
Go Live	20%	\$8,359.20

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$5,174 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Exhibit D: Maintenance Agreement

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

3.2 Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.3 Customer Responsibilities

3.3.1 Access to Premises

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

3.3.2 Zuercher Server Access

Customer will ensure that all Zuercher Suite servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

3.3.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.3.4 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.3.5 System Updates

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.



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Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Morrow County**
Heppner, OR
Attn: Erik Patton

Proposal Date: February 4, 2019

Submitted by: Randy Dirks
TYLER TECHNOLOGIES, INC.
JUSTICE GROUP SOLUTIONS
62 Forest Street
Suite 130
Marlborough, MA 01752
307-277-6577
randy.dirks@tylertech.com

Investment Summary

Morrow County Proposal



Cost Breakdown

Proposal Valid for 180 Days

Software License Fees	Cost	Annual M&S	
		1st Year	2nd Year
CivilServe, includes:	\$19,940	\$2,094	\$4,187
CivilView (Attorney Portal)			
SalesWeb (Sheriff's Sales Portal)			
CivilMobile Server			
CivilMobile Client License	\$0	\$0	\$0
License Total	\$19,940		
Services	Hours	Project Cost	
Project Services	64.00	\$13,056	
Technical Services	40.00	\$7,280	
Implementation Services (includes Travel)	44.00	\$19,099	
Services Total	148.00	\$39,435	
Project Total		\$59,375	

Software Licenses

Morrow County Proposal



Proposal Valid for 180 Days

Product Centers

Modules/Options Included in Proposal	Qty	Base License		License Fee	Annual M&S
			Fee		
CivilServe, includes:	2		9,970	19,940	4,187
CivilView (Attorney Portal)					
SalesWeb (Sheriff's Sales Portal)					
CivilMobile Server					
CivilMobile Client License			2,625		

Product Center Licenses

19,940	4,187
---------------	--------------

Total Product Center Licenses

Total License Fee

19,940

Professional Services

Morrow County Proposal



Proposal Valid for 180 Days

Project Services by Activity

Project Services	Months	PM Dedication	Hours	Rate/Hour	Cost
Project Management	4.0	10%	64.00	204.00	\$13,056.00
Subtotal - Project Services			64.00		\$13,056.00

Technical Services	Days	Hours	Rate	Cost
Data Conversion	n/a	n/a	n/a	n/a
Personalization & Report Customization	5.00	40.00	182.00	\$7,280.00
County specific Modifications	0.00	0.00	182.00	\$0.00
Interfaces	0.00	0.00	182.00	\$0.00
Subtotal - Technical Services		40.00		\$7,280.00

Implementation Services	Days	Hours	Rate	Cost
Site Visit	1.00	8.00	204.00	\$1,632.00
Business Analysis and Process Planning	2.50	20.00	204.00	\$4,080.00
Configuration & Deployment	2.00	16.00	182.00	\$2,912.00
Training	5.00	n/a	1,500.00	\$7,500.00
Follow-up Training (On-site)	0.00	n/a	1,500.00	\$0.00
Follow-up Training (Remote)	0.00	n/a	1,500.00	\$0.00
Odyssey Integration	0.00	0.00	182.00	\$0.00
Subtotal - Implementation Services		44.00		\$16,124.00

Travel	Cost
Travel & living expenses	\$2,975.00
Subtotal -Travel	\$2,975.00

Total Services	Hours	Services Cost
	148.00	\$39,435.00

Assumptions and Notes

Morrow County Proposal



Proposal Valid for 180 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

Data conversion is not included as part of this quote.

Equipment

The Client will provide all servers, hardware, workstations, and peripheral equipment including scanners, barcode readers and printers. Server operating system, database licenses, and other Third Party Software required to run applications will be provided by the County

Client is responsible for ensuring that all hardware meets minimum hardware and software requirements provided by Tyler.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours.

Training days include an amount of time for on-site go-live assistance. Additional on-site training and assistance can be purchased at Tyler's then current rate.

Terms

- License Payment terms: 100% of licensed software invoiced upon availability to download.

- Professional Services will be invoiced based on the following milestones:

Site Visit	10%
Installation of Software	10%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%

- Initial Maintenance & Support invoiced at contract execution.

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

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

Based on my conversation with Shevaun Gutridge, General Counsel Executive Assistant, they will follow the process below.

Appointing Justice of the Peace

1. Governor's General Counsel Office needs to receive the retirement letter. It can be addressed to the Governor, but the envelope should be in c/o or Attention Misha Isaak or Shevaun Gutridge.
 2. They will begin the Judicial Process which takes about four months.
 3. First step is to send out a press release. Shevaun will email me the Press Release to insure we get it in the local papers as she is not sure who is on the press release list.
 4. Deadline to apply will be 2-3 weeks after Press Release date
 5. They will do background checks on all applicants. This takes about a month to complete. OSP background.
 6. They will do panel interviews which may include one local person from Morrow County
 7. Finalist are forwarded to have an interview with the Governor.
 8. Governor will appoint the next Justice of the Peace.
- If we choose, we can be a part of the process
9. After the application deadline they will send us the applications, with redacted personal information. Or, we could use our own application and process.
 1. We will have approximately one month to set up and complete interviews.
 2. After interviews, the Board of Commissioners can send a letter by email with their recommendation (s). They may or may not interview our recommended applicants.

2. FISCAL IMPACT:

none at this time

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

Motion to interview candidates and send a letter to the Governor with our recommendation(s).

Attach additional background documentation as needed.

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

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

I received a phone call from Mr. Ed Glenn the first week of June concerned the road he dedicated to the county was name Laurel Rd not Laurel Ln as he agreed to when the road was dedicated. Mr. Glenn followed up the phone call with a letter dated June 12, 2019. He asked for a reply within 30 days, but due to vacations and miscommunication we did not reply in that time frame. Mr. Glenn sent a 2nd letter dated July 18, 2019, to which we did reply by email on July 24, 2019. We received additional correspondence from Mr. Glenn on July 26 and 27 providing additional information Mr. Glenn thought we should have. All correspondence is attached.

I have also attached the Road Dedication April 20, 1984, The Road Naming and Rural Addressing Order MC-C-3-92 stating roads running predominantly north and south shall be named as a 'Road', County Court Minutes to discuss Mr. Glenn to changing the name to Laurel Lane Rd.

Mr. Glenn would like Laurel Rd to be named Laurel Ln.

2. FISCAL IMPACT:

none at this time

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

Determine how we would like to address Mr. Glenn's concerns about Laurel Rd.

Possible Options:

- 1) Name the road Laurel Lane Road- Morrow County responsible for changing the name
- 2) Name the road Laurel Lane
- 3) Laurel Road remains named as Laurel Road

Motion to (Option 1, 2, or 3), or

Attach additional background documentation as needed.

F.E. (Ed) Glenn
P.O. Box 281
Boardman, OR 97818
ed@edglenn.net

Mr. Darrell Green
Morrow County Administrator
P.O. Box 788
Heppner, OR 97836

June 12, 2019

RE: Laurel Lane.

Dear Darrell:

On Friday, last week my wife, Frances, went to the Boardman Post Office to pick up our mail. We use a post office box and have for 40+ years we have lived in Boardman. In the course of that visit the Post Mistress said to Frances that our street address was 'Laurel Road' not "Laurel Lane" as we have believed since 1983 or 4 when the road was opened to public travel. Frances was informed that both the City of Boardman and Morrow County have told the Post Mistress that the road was 'Laurel Road'

Monday morning, I called the Post Mistress who explained that part of her duties is to verify addresses for patrons who request mail delivery. I then checked with the City of Boardman and was told that yes, when the Post Mistress inquired, a city clerk said the correct name was Laurel Road relying on a map generated by Morrow County. I then obtained a copy of the dedication of that roadway from a local title company.

That dedication is dated May 6, 1983 and is signed by Dewey W. West and me as co-partners. Among other conditions that dedication provides: "6. Morrow County will name any roadway constructed on this dedication 'Laurel Lane.'" However, the word "Lane" is marked out, and the word "Road" is written in along with the initials "D C M" presumably the initials of Donald C. McElligott, who signed the acceptance of the dedication as County Judge on behalf of Morrow County. Such acceptance was signed by the County Judge and two County Commissioners on April 18, 1984 and thereafter recorded by the County Clerk on April 22, 1984.

The copy of the dedication I obtained Monday morning this week was the first notice I have received in more than 30 years of this attempt to change the road name from Laurel Lane to Laurel Road. On Wednesday of this week I saw tax lot map presumably published by the Assessor/Tax Collector which map shows the name "Laurel Road." At no time did either Mr. West or I agree to such a change.

I do recall a conversation with Judge McElligott, wherein he told me that pursuant to some unnamed authority, roads in Morrow County must be named "Lanes" if they run east and west, and "Roads" if they run north and south. He requested that I change the condition listed in the dedication from Laurel Lane to Laurel Road and I refused. Our conversation continued and I finally agreed that it could be named Laurel Lane Road. However, no written document was ever prepared and signed to that effect.

Since then, my partnership with Dewey West was dissolved and I acquired his interest in the property. In November 2011, the final draft of the Port of Morrow Interchange Plan (IMAP) was presented and on February 21, 2012 such Plan was adopted by the City of Boardman and was adopted by Morrow County

the next day. Development of that plan closely included participation of several officials from both the City and the County.

Throughout the Plan, the road intersecting I-84 at the Port of Morrow interchange (creating the need for an IMAP in the first place) is consistently referred to as Laurel Lane.

Morrow County has erected a road sign at the intersection of Wilson Road and Laurel Lane that identifies that road as "Laurel Lane Road." The City of Boardman has erected a street sign at the intersection of Yates Lane and Laurel Lane which identifies both streets as such.

I am no longer in the mood to agree to the name "Laurel Lane Road."

Therefore, I expect Morrow County to comply to the dedication and amend any and all maps to show the name "Laurel Lane." In the course of doing so I expect Morrow County will give special notice to the City of Boardman and the Boardman Post Mistress. I should think 30 days from the date of this letter is a reasonable time for Morrow County to accomplish this task.

I do not expect to be compelled to exercise my right of reversion contained in the Dedication. Rather I expect that having provided a roadway qualifying as "public access" from the south side of an interchange being constructed on I-84 north of such dedication without monetary compensation, Morrow County can accept the dedication pursuant to the conditions contained and thereby avoid the significant cost of litigation.

Please communicate your intention by either e-mail snail-mail as you may chose.

Yours truly,

F. E. Glenn
Cc: City of Boardman
Boardman Post Mistress

In November 2011, the final draft of the Port of Morrow Interchange Plan (IMAP) was presented and on February 21, 2012 such Plan was adopted by the City of Boardman and was adopted by Morrow County

F.E. (Ed) Glenn
P.O. Box 281
Boardman, OR 97818
ed@edglenn.net

Mr. Darrell Green
Morrow County Administrator
P.O. Box 788
Heppner, OR 97836

July 18, 2019

RE: Laurel Lane.

Dear Darrell:

More than a month ago I wrote to you regarding the name of Laurel Lane, setting out my expectations in the matter. A copy of that letter is attached in the rare chance that you did not receive the original.

I concluded that:

"I do not expect to be compelled to exercise my right of reversion contained in the Dedication. Rather I expect that having provided a roadway qualifying as "public access" from the south side of an interchange being constructed on I-84 north of such dedication without monetary compensation, Morrow County can accept the dedication pursuant to the conditions contained and thereby avoid the significant cost of litigation.

Please communicate your intention by either e-mail snail-mail as you may chose."

As of this date I have received no response of any kind from you or anyone else on behalf of Morrow County and can only conclude you have kissed me off as unworthy of any acknowledgement of any kind. While I did not expect to do so a month ago, it now appears necessary for me to reenter the roadway dedication and close same to through traffic.

I am preparing signs that give frequent travelers along Laurel Lane 10 days' notice to find alternate routes before I barricade the road effectively prohibiting through traffic.

Your continued inattention to this matter may cause significant inconvenience to many.

Yours truly,

Ed Glenn

Cc /w attachment:

Jim Doherty, Chair, Morrow County Commission; via email: jdoherty@co.morrow.or.us
Melissa Lindsay, Morrow County Commissioner; via email: mlindsay@co.morrow.or.us
Don Russell, Morrow County Commissioner; via email: drussell@co.morrow.or.us

Karen Pettigrew, City Manager, City of Boardman; via email:

kpettigrew@cityofboardman.com

Ryan Neal, Executive Director, Port of Morrow; via email: RyanN@portofmorrow.com

Received 7/26
from Mr. Ed Glenn

Consider the timing of the following events:

1. May 6, 1983: The dedication of the right of way for a "public access" from Wilson Road (as it was then known) north to very near the Port of Morrow interchange (approximately $\frac{3}{4}$'s of a mile) then under construction on Interstate 84 was executed by Dewey W. West and me as co-partners, Grantors, in favor of Morrow County, Oregon and the public, Grantees. Said Dedication was given subject to several conditions including "6. Morrow County will name any roadway constructed on this dedication 'Laurel Lane.'" The Dedication further provided "...in the event any of the conditions of this dedication are not observed, this dedication shall be null and void...."
2. April 4, 1984: The foregoing dedication was "... accepted by Morrow County Oregon, on behalf of the public subject to the conditions set forth therein." No mention of any amendment or alteration of the any condition set forth in the dedication was made in said acceptance.
3. April 22, 1984: The foregoing dedication was received for record by the County Clerk of Morrow County and assigned as instrument No. 23150 in the Microfilm Records of said County.
4. At some unknown time and place between May 6, 1983 and April 22, 1984, a unilateral effort was made by someone (presumably County Judge Donald C. McElligott) to change the name of the road way from Laurel Lane to Laurel Road by interlineation not joined by any of the other two members of the County Court nor by either of the two Grantors.
5. Thereafter at some time, now lost to memory, the partnership between Dewey W. West and me was dissolved and his interest in the dedicated property was assumed by me.
6. Some time later, I don't remember when, County Judge Don McElligott came to me and vaguely represented that Morrow County was required to name north-south roads 'Roads' and east-west roads 'Lanes.' Based on that representation I did verbally agree that Laurel Lane could be named 'Laurel Lane Road' although to do so would destroy the poetic ring of 'Laurel Lane.' I fully expected to receive some kind of writing to carry into effect our oral agreement. None has ever been presented.
7. May 13, 1992: Morrow County adopted ORDINANCE No. Mc-C-3-92 ESTABLISHING ROAD AND RURAL ADDRESSING PROCEDURE which provides *inter alia* "4.a. Roads running predominantly north-south shall be known as a 'Road'" It is not clear that owners of property abutting a road the name of which is about to be or has been changed shall be given specific notice of such change. I can recall no specific notice that Laurel Lane had been changed. I first became aware of this Ordinance on June 23, 2019. I have made some inquiry into the requirement for such a plan for naming roads and I found Umatilla and other Eastern Oregon Counties do not follow such a scheme. I have heard rumor that the plan was agreed to by several small Mid-Columbia Counties, allegedly to aid emergency services in locating rural addresses. It appears the plan is not diligently or uniformly applied in Morrow County as there are several examples of roads which are neither named "roads" or "lanes."

8. November 2011: The final draft of the Port of Morrow Interchange Plan (IMAP) was presented and on February 21, 2012 such Plan was adopted by the City of Boardman and was adopted by Morrow County the next day. Development of that plan included intense participation by several officials from both the City and the County. Throughout the Plan, the road intersecting I-84 at the Port of Morrow interchange (creating the need for an IMAP in the first place) is consistently referred to as Laurel Lane.

Discussion

Just when the name Laurel Lane was changed is unclear. If the interlineation on the face of the dedication is given force and effect, then the Acceptance is false, the roadway was never accepted, and the ownership remains with the Grantors. For more than 30 years Morrow County has been a mere trespasser. Whether Morrow County's claim of ownership might then be based on adverse possession is a question that can only be resolved by litigation.

If the name was changed as a result of my oral agreement with the County Judge (see item 6. Above) then some kind of writing must have been executed. I know of none.

If the name was changed pursuant to the County Ordinance mentioned in item 7. above some matters must be considered. First the Ordinance recites it was adopted under authority of ORS 215.110. that statute provides, in part "... (6) No retroactive ordinance shall be enacted under the provisions of this section." The Ordinance itself provides: "... Section 4.2.C.5. When road names are proposed for change, every effort will be made to maintain historical road names." And Section 4.6 provides for the recordation of the final order by the County Clerk and a copy to be kept in the office of Planning Department.

If the name was changed by any procedure prior to November 2011, what is the effect of using the name Laurel Lane throughout the development of the Port of Morrow Interchange Management Area Plan (IMAP) and the subsequent adoption of that Plan by both the City of Boardman and Morrow County? If the name of Laurel Lane was not correct, one of two things would necessarily be true: 1. The Port of Morrow IMAP must apply to an interchange other than the one we all believe it applies to, or 2. The adoption of the IMAP had the effect of changing the name to Laurel Lane. A better analysis would be that the name given in the Dedication, Laurel Lane, has never been effectively changed and remains Laurel Lane to this day.

Leaving the name Laurel Lane will not do substantial injustice to Morrow County's plan for naming and renaming county roads. Laurel Lane is less than a mile long and is highly unlikely to be extended especially to the North. It's been open to local and through traffic for more than 30 years and is well known by its true name.

Received 7/27
From Mr. Ed Glenn

Relying on the Google Map of Marrow County following are a few examples of roads that do not strictly comply with the east-west/north-south requirement of the ordinance.

Westland Lane runs generally north-south from Petty's Canyon Lane north to Baseline Lane

Buckman Lane runs generally north-south from Usage Lane north to its terminus.

Fourk Road runs generally east-west from Ridge Road on the west, easterly to its terminus on the east.

Root Lane runs generally north-south for most of its length from Boardman Canal Road at the south to a 90 degree turn at the north then west for less than half of its length to Rippee Road

Fairview Lane runs generally north-south: easterly from its terminus, thence southerly to a turn to the east, thence again turning nearly southerly for some distance to Fairview Road, thence turning again northerly and westerly to Ewing Road which becomes Fairview Lane thence running south and southeasterly to Cecil Road.

Columbia Ave. runs generally east-west from the Port of Morrow east to Micormick Slew.

Lewis and Clark Dr. runs generally east-west from the Columbia River east to Highway 730.

ROADWAY DEDICATION

DEWEY W. WEST, Jr. and F. E. GLENN, as co-partners, Grantors, do hereby grant, convey and dedicate unto Morrow County, Oregon and the public, the lands described in Exhibit "A" attached, to have and hold forever, so long as used for roadway purposes.

This dedication is subject, however, to the following conditions:

1. Vested rights and interests of prior grantees of easements of record.

2. Protection of prior easement holders' and of Grantors' improvements such as pipelines, powerlines and related works.

3. No roadway will be opened for public traffic until such roadway is constructed to standards specified for "minor arterial" streets.

4. Grantors reserve the right to construct a part of the roadway and thereafter open such part to public traffic.

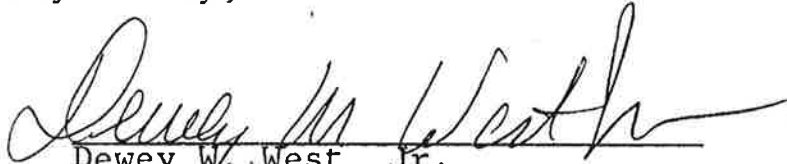
5. This dedication, together with other acquisitions, qualifies for "public access" from the south side of an interchange being constructed on I-84 north of this dedication.


6. Morrow County will name any roadway constructed on this dedication "Laurel ~~Lane.~~ ^{ROAD} ^{10 EPM}"

In the event these dedicated lands are not used as a roadway (after a period of five (5) years from the date hereof) or in the event any of the conditions of this dedi-

cation are not observed, this dedication shall be null and void and the lands described herein shall revert to and re-vest in Grantors without any act of reentry.

Dated this 6th day of May, 1983.

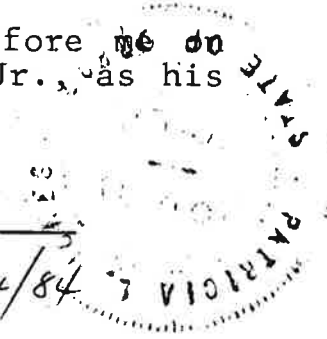

Dewey W. West, Jr.


F. E. Glenn

STATE OF OREGON)
) ss.
COUNTY OF MORROW)


The foregoing instrument was acknowledged before me on the 6th day of May, 1983, by Dewey W. West, Jr., as his voluntary act and deed.


Notary Public for Oregon
My Commission Expires: 12/4/84



STATE OF OREGON)
) ss.
COUNTY OF MORROW)

The foregoing instrument was acknowledged before me on the 6th day of May, 1983, by F. E. Glenn, as his voluntary act and deed.


Notary Public for Oregon
My Commission Expires: 12/4/84



ACCEPTANCE:

The foregoing dedication is hereby accepted by Morrow County Oregon, on behalf of the public, subject to the conditions set forth therein.

Dated this 18th day of April, 1987.


County Judge


County Commissioner


County Commissioner

EXHIBIT "A"

The Easterly 60 feet of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section 15;

The Easterly 50 feet of the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section 15;

The Easterly 50 feet of the Southerly 200 feet of the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section 10;

The Easterly 60 feet of that portion of the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section 10 which lies between a point 200 feet North of the South boundary thereof and a point which lies North $4^{\circ} 03' 19''$ West 781.94 feet from the Southeast corner of said Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$);

A strip of land 60 feet in width lying 30 feet either side of the following described centerline:

Commencing at the South sixteenth corner common to Sections 10 and 11; thence South $89^{\circ} 30' 43''$ West along the North line of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of said Section 10, a distance of 990.48 feet to a point on said centerline, said point also being the point of beginning for this description;

Thence along a 400.00 foot radius curve to the right, the chord bears South $39^{\circ} 23' 14''$ West a distance of 248.04 feet, an arc distance of 252.20 feet, to a point reverse curve; thence along a 400.00 foot radius curve to the left, the chord bears South $38^{\circ} 57' 44''$ West 253.68 feet, an arc

distance of 258.13 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 10, said point being North 1° 51' 24" West a distance of 933.35 feet from the Southwest corner of said Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); thence continuing along a 400 foot radius curve to the left, the chord bears South 9° 18' 32" West 154.92 feet, a distance of 155.90 feet to a point which is North 4° 03' 19" West a distance of 781.94 feet from said Southwest corner, said point being the terminus point of this description.

Together with a slope easement lying 40 feet either side of the above described centerline.

All being in Township 4 North, Range 25 East of the Willamette Meridian, Morrow County, Oregon.

STATE OF OREGON }
County of Morrow } ss.

Indexed

15:03

I hereby certify that the within instrument was received for record.

on 4-20-84 at 11:32 A.M.

and assigned **No 23150**

in the Microfilm Records of said county.

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth
County Clerk

By *Barbara Bloodsworth*
Deputy

M-38485

IN THE COUNTY COURT OF THE STATE OF OREGON
COUNTY OF MORROW

IN THE MATTER OF ESTABLISHING A ROAD)	
NAMING AND RURAL ADDRESSING PROCEDURE)	
FOR THE UNINCORPORATED AREAS OF MORROW	)	O R D I N A N C E
COUNTY, AND DECLARING AND EMERGENCY)	
.....	)	NO. <u>MC-C-3-92</u>

The County Court for the County of Morrow does ordain as follows:

SECTION 1. SHORT TITLE.

This Ordinance shall be known, and may be cited as the "Road Naming and Rural Addressing Procedures Ordinance."

SECTION 2. AUTHORITY.

The following legislative procedural requirements relating to the naming and renaming of roads and the numbering of properties within the unincorporated portion of Morrow County are adopted pursuant to the authority granted Morrow County pursuant to ORS 215.110.

SECTION 3. PURPOSE.

The procedures set forth herein are for the purpose of establishing and maintaining a uniform rural addressing policy in Morrow County for the naming and renaming of roads and the assignment of rural addresses. It is intended that this policy will clarify and set the requirements and responsibilities of individuals, public bodies and departments involved in the naming and renaming of roads and the assignment of rural addresses. In addition, it provides the public with an outline of the required process for road naming and renaming and the assignment of rural addresses.

SECTION 4. TEXT.

I. ROAD NAMING AND RENAMING

4.1. Required Review and Action for Road Naming

The County Court shall review and take appropriate action

on all road naming and renaming in the following circumstances:

- A. Any existing public or County road is named or renamed;
- B. Any public or County road is established, except when such new public or County roads will have names established within the provisions of the Morrow County Zoning, Partition and Subdivision Ordinance or in the provisions for establishing a public way as provided by ORS Chapter 368;
- C. Any private road that provides access to three or more buildings and requires a name in order to promote the health, safety and welfare of the public.

4.2. Application

- A. An application to name or rename a road shall be submitted to the Morrow County Court and shall include at a minimum the following information:
 - 1. Name of applicant;
 - 2. Location or roadway by description and/or map;
 - 3. Legal status, i.e. ownership of road, if known; (Attach Map showing area)
 - 4. Existing road name, if known;
 - 5. Proposed road name;
 - 6. Reasons for request;
 - 7. Petition; (attached, if any);
 - 8. Fee - See Section 4.3.
- B. The application may be submitted by any of the following applicants:
 - 1. The property owner(s) or person(s) living along the road;
 - 2. Any public or semi-public agency whose function is affected by road names;
 - 3. Morrow County:
 - a. County Court;
 - b. County Clerk;
 - c. Planning Department;
 - d. Road Department;
 - e. Assessor or Tax Collector;
 - f. Sheriff.
- C. The proposed road name must comply with the following standards:
 - 1. Name limited to a maximum of fifteen (15) letters and three (3) words, excluding the suffix directional indicator, i.e. Road, Lane, Loop or Drive.
 - 2. No duplication with other existing road names;
 - 3. No similar sounding or confusing names;
 - 4. The designation of roads shall generally conform to the following:
 - a. Roads running predominantly north-south shall be known as a "Road";

- b. Roads running predominantly east-west shall be known as a "Lane";
 - c. Roads dead-ending 1000 feet or less from their beginning points shall be known as a "Drive";
 - d. Roads whose beginning and ending points intersect on a common road shall be known as a "Loop".
5. When road names are proposed for change, every effort will be made to maintain historical road names.

4.3. Fee

- A. An application fee will be charged for new and changed road names based on current sign construction and installation costs and the number of new sign boards required.
- B. The supplemental fee shall be paid upon adoption of the new road name by County Court Order.
- C. The foregoing application and supplemental fees shall not be applicable to an application made by any public or semi-public agency, or Morrow County, or any of its departments.

4.4. Processing Road Name Applications

The Morrow County Planning Department shall have the responsibility for processing and maintaining applications for road naming and renaming and shall perform such function in the following manner:

- A. Verify legal status, i.e. ownership and maintenance or road;
- B. Check proposed road name(s) for duplication or similarity with other existing road names;
- C. Perform a field check, when deemed necessary;
- D. Assist applicant or other affected person(s) to find alternate names when required;
- E. Notify the following departments and agencies if they are affected by the road naming or renaming;
 - 1. County Assessor;
 - 2. County Road Department;
 - 3. County Clerk;
 - 4. Cities;
 - 5. Private Sector Businesses;
 - 6. Emergency Services.
- F. When appropriate, mail questionnaire to owners of all property abutting the road to determine general consensus regarding the proposed name;
- G. Prepare recommendation on the proposed road name for the County Court;
- H. Determine appropriate County Court meeting date;
- I. Give notice of public hearing by publication in a newspaper of general circulation and, if appropriate, by posting along the road and/or by mailing notices to owners

of all property abutting the road. Publication notice or written notice or posting shall be given at least two (2) weeks prior to the date of the hearing.

4.5. County Court

A. The County Court shall consider advisory committee and staff recommendations for new and changed road names at a regular County Court meeting.

B. The County Court shall notify the original applicant for final decisions rendered on naming or renaming of any road.

C. Copies of the Court's Order and any related maps approving new or changed road names shall be sent by the office of the County Court to the following:

1. Road Department;
2. Assessor's Office and Tax Office;
3. Post Office;
4. Planning Department;
5. County Clerk's Office;
6. Utility Companies:
 - a. telephone company
 - b. local electrical company
 - c. gas company
 - d. sewer and water districts or other similar companies
7. Affected fire district(s);
8. Local school district(s);
9. County Surveyor;
10. Emergency Services;
11. Adjacent urban jurisdictions.

4.6. Completion

The original documentation shall be recorded in the office of the County Clerk with a copy of the original to be kept in the office of the Planning Department. County maps and files shall be updated as appropriate.

II. RURAL ADDRESS NUMBERS

4.7. Purpose

The purpose of this subsection is to provide a uniform property numbering system which allows adequate space between numbers for development and also provides a simple and logical method for expedient response in locating all buildings (defined in Section 4.9) within the County's road network.

4.8. Exceptions

Rural addresses shall primarily encompass areas outside city limits or urban growth areas. Rural addresses may also be applied to areas of conflict such as an urban growth boundary dividing a road.

4.9 Definitions

The following definitions shall apply to the provisions of this ordinance:

- A. "Building" means a structure designed for human occupancy, such as a residence or place of business, or other structures as determined by the Planning Department.
- B. "Driveway" means a private way that provides vehicular access to less than three buildings.

4.10. Address Assignment Program

Rural address numbers shall be assigned based on a five-digit number derived from the Oregon State Coordinate System with appropriate alterations to meet local needs for a uniform numbering system.

4.11. Rural Address Application

A. An application for a rural address shall be submitted to the Morrow County Planning Department and shall include the following information:

- 1. Name of applicant;
- 2. Location of property for which an address is to be assigned;
- 3. Name of the road or roads abutting the property for which an address is to be assigned;
- 4. Location of access point from adjacent property or roads abutting the property;
- 5. Site plan location of the structure proposed for addressing.

B. The application may be submitted by any of the following applicants:

- 1. The property owner(s) or person(s) occupying the property;
- 2. Any public or semi-public agency whose function is affected by rural addresses;
- 3. Morrow County:
 - a. County Court;
 - b. Planning Commission;
 - c. Planning Department;
 - d. Road Department;
 - e. Assessor or Tax Collector;
 - f. Sheriff;
 - g. Surveyor.

4.11. Assignment Process

The Morrow County Planning Department shall perform the following functions:

- A. Verify property location and appropriate access road.
- B. Assign an address number which conforms to the established numbering system recognizing the following:
 - 1. Buildings accessed from roads predominantly extending north-south will have a modified five-digit number

- derived from the north-south axis, or x-axis, of the State Plane Coordinate System. Addresses for buildings west of a road shall end in an even number and addresses for buildings east of a road shall end in an odd number.
 - 2. Buildings accessed from lanes predominantly extending east-west will have a modified five-digit number derived from the east-west axis, or y-axis, of the State Coordinate System. Addressed for buildings essentially south of a lane shall end in an even number and addresses for buildings north of a lane shall end in an odd number.
 - 3. Address numbers are derived from a combination of Assessor maps and United States Geological Survey Maps.
- C. Notify the applicant of the assigned address.

SECTION 5. EMERGENCY/EFFECTIVE DATE.

As it is necessary for the health, safety, welfare, comfort, and convenience of the people of Morrow County that this ordinance shall have immediate effect, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by a unanimous vote of those members of the County Court present at this meeting.

PASSED BY A UNANIMOUS VOTE OF THE COUNTY COURT this 13 day of may, 1992.

ATTEST:



[Signature]
County Clerk

[Signature]
Louis A. Carlson, Judge

[Signature]
G.W. "Jerry" Peck, Commissioner

[Signature]
R.J. French, Commissioner

Tom Pauling

NEW vs OLD ROADNAMES

11/15/96

ROADNAME	ROAD NO	LOCATION	OLD NAME
AIRPORT RD	514	1S 25 27	
ALPINE LN	702	2N 26 35	
ALPINE LN	927	1N 26 10	
ALPINE LN	931	2N 26 35	
ARCHIE BALL RD	843	3S 26 36	
BAKER LN	540	1N 23 04	
BALM FORK RD	785	3S 26 02	
BARAK MARTIN RD	921	1N 25 01	
BARCLAY LN	698	1N 27 21	
BARLOW CYN LN	585	3S 24 14	
BASELINE LN	578	1S 26 06	
BASELINE LN	655	1N 25 36	
BASEY CYN RD	715	3S 26 28	
BEACH LN	686	1N 26 27	
BEAR LN	PVT	4S 28 11	BEAR TRAIL LN
BECKETT RD	710	4S 24 02	
BELL CYN LOOP	528	2S 26 01	
BENGE RD	641	2S 25 17	
BERGSTROM LN	579	3S 24 16	
BERT PECK LN	616	2S 25 09	
BIG BUTTER CRK LN	668	1S 29 12	
BIG BUTTER CRK LN	746	1N 27 10	
BLACK MTN LN	PVT	4S 28 11	
BLACKHORSE CYN LN	719	2S 27 17	
BLAKE RNCH RD	684	3S 28 29	
BLUE JAY RD	PVT	4S 28 11	
BLUE MOUNTAIN RNCH RD	606	6S 26 18	
BOARD CRK RD	703	5S 26 24	
BOMBING RANGE RD	759	1N 26 19	
BOMBING RANGE RD	810	2N 26 07	
BRENNER CYN RD	581	2S 24 02	
BRENNER CYN RD	583	2S 24 28	
BUNKER HILL LN	594	2S 25 23	
BUTTERMILK CYN RD	570	4S 24 09	
CALIFORNIA LN	PVT	5N 26 25	
CAMAS PRAIRIE RD	601	5S 25 27	
CAMPBELL RD	795	1N 27 17	
CANAL LN	629	4N 25 20	
CANYON LN	717	4S 27 06	
CARGILL LN	PVT	4N 25 02	
CARLSON LN	874	3S 24 18	
CARLSON LN	506	3S 23 24	
CEDAR RD	PVT	5N 26 24	NOT NAMED
CEMETERY HILL RD	645	2S 25 10	
CHICKADEE RD	PVT	4S 28 02	
CHURCH RD	780	4S 25 34	
CLARKS CYN RD	966	3S 26 20	
COLUMBIA LN	971	5N 26 24	
CORRAL RD	549	3S 23 27	
COUGAR LN	PVT	4S 28 11	
COUNTY GARDEN RD	PVT	5N 26 23	
COUNTY LINE RD	729	4N 27 28	
COYOTE LN	PVT	4S 28 11	
DYLAN DR	PVT	5N 26 25	
CRUM RD	655	1N 24 23	BASELINE LN
CUTSFORTH RD	680	1S 26 09	
CUTSFORTH RD	737	1N 26 33	
DALE BROWN RD	569	3S 24 12	
DALZELL RD	548	3S 23.08	
DALZELL RD	760	3S 26 18	
DAVE RIETMANN RD	605	1N 24 20	605 RD
DEADMAN HILL LOOP	635	6S 25 13	

NEW vs OLD ROADNAMES

11/15/96

ROADNAME	ROAD NO	LOCATION	OLD NAME
DEE COX RD	723	2S 26 27	
DEPOT LN	761	5N 26 35	SLAUGHTER LN
DEPOT LN	816	5N 26 34	
DEPOT LN	904	4N 26 03	
DESERT RD	PVT	4N 27	NOT NAMED
DIVISION RD	818	5N 27 31	
DOHERTY RD	927	1N 26 02	
DOLVEN RD	731	1S 26 09	
DOOLITTLE CYN RD	PVT	4S 28 15	
DRY FORK RD	505	3S 23 08	
DRY FORK RD	508	3S 23 04	
DRY FORK RD	669	2S 23 35	
EAGLE RD	PVT	4S 28 11	
EAST OREGON LN	722	5N 27 20	OREGON AVENUE E.
EASTREGAARD RD	PVT	4N 25 14	
ELK TRAIL LN	PVT	4S 28 02	
ELLA RD	809	1S 24 03	
ELY CYN	530	1N 23 31	
EMERT RD	PVT	1S 24 03	
ESTATE LOOP	PVT	5N 26 23	
EUBANKS RD	671	1S 23 05	
EWING RD	553	2N 23 08	
CECIL LN	542	2N 23 29	
FAIRVIEW LN	546	2N 23 29	
FEEDLOT RD	PVT	3N 23	
FISHER LN	PVT	4N 25 14	JONES LN
FOURMILE RD	535	1N 23 18	
FOURMILE RD	936	1N 23 18	
FREEZE OUT RDG RD	811	2S 28 21	
FRENCH LN	848	3S 29 06	
FROBERG LN	PVT	5N2622	FLANAGAN LN
FRONTAGE LN	728	4N 27 28	
FULLER CYN LN	612	2S 26 27	
GABBERT RD	523	3S 23 03	
GRAVEL PIT LN	PVT	5N2626	
GRIEB LN	692	1N 26 05	KLINGER LN
GUN CLUB LN	PVT	4N 27 20	
GURDANE RD	852	3S 29 04	
GUS RD	857	1S 23 36	
HAIL RDG LN	707	4S 24 10	
HAIL RDG LN	850	3S 23 31	
HALVORSEN LN	767	1S 23 26	
HANNA ARBUCKLE RD	789	2S 27 25	
HARDMAN CEMETERY RD	591	4S 25 34	
HARDMAN RDG RD	708	4S 24 12	
HEALY RD	813	1S 28 17	
HILL TRAIL LN	PVT	4S 28 11	
HISLER RD	803	4S 29 18	
HISLER RD	845	2S 29 20	
HOLTZ RD	510	2S 23 01	KINCAID-HOLTZ
HOLTZ RD	857	1S 23 28	
HOMESTEAD LN	559	3N 26 07	
HOOP-N-HOLLER LN	PVT	5N 27 21	CANAL LN
HOWTON LN	672	2S 24 05	
HUGHES-HIRL RD	558	2S 29 08	
HUGHES-HIRL RD	819	2S 29 18	
HWY 207	N/A		
HWY 207-ECHO	N/A		HWY 207
HWY-207-SPRAY	N/A		
HWY 730	N/A		
HWY 74	N/A		
IDAHO LN	PVT	5N 26 26	

NEW vs OLD ROADNAMES

11/15/96

ROADNAME	ROAD NO	LOCATION	OLD NAME
IDAHO LN	718	5N 26 24	
IMMIGRANT LN	550	2N 25 30	
IONE-BOARDMAN RD	638	2N 25.30	
IONE-GOOSEBERRY RD	681	3S 23 36	
JOHNSON GRADE LN	526	1S 24 04	
JORDAN GRADE RD	599	1S 24 12	
JUNIPER CYN RD	923	1N 25 03	MCAID SPRING RD
KEMP LN	688	1N 26 20	
KENNY RD	602	2S 27 08	
KILKENNY RD	739	1N 26 32	
KINCAID RD	511	2S 24 08	KINCAID-HOLTZ
KINZUA RD	685	6S 25 32	
LAUREL RD	PVT	4N 25 15	
LAVA FLAT LN	633	6S 25 24	
LAWRENCE JONES RD	762	3S 23 18	
HWY 74-LENA	N/A	5S 28 22	
LEXINGTON GRANGE RD	651	1S 25 15	
LIBERTY SCHOOL RD	577	3S 24 35	KECK CANYON RD
LINDSAY FEEDLOT LN	932	2N 26 07	D. O. NELSON LN
LINDSAY RD	922	1N 25 35	
LINDSTROM LN	538	1N 23 12	
LITTLE BUTTER CRK RD	778	3S 29 32	
LITTLE BUTTER CRK RD	793	2S 28 13	
LITTLE JUNIPER LN	630	1N 25 06	JUNIPER LN
LLOYD RD	924	1N 25 31	
LOCUST RD	PVT	5N 26 24	
LOGAN LN	572	3S 24 23	
LOVGREN RD	509	1S 25 13	
LUNCEFORD CYN RD	683	4S 26 13	
LUNDELL RD	507	3S 23 03	
MADER RUST LN	PVT	2N 27	
MAGIC GARDEN LN	PVT	5N 26 23	
MORPHINE SPRING RD	804	6S 27 08	
MARINE DRIVE	642	4N 25 10	
MARINE DR	971	4N 25 09	OLD HWY 30
MCCALL LN	PVT	5N 26 35	
MCELLIGOTT RD	500	2S 23 23	
MCLAUGHLIN RD	557	2S 29 14	
MCNAB LN	522	1S 23 01	
MEADOWBROOK RD	643	1S 25 36	
MEADOWLARK RD	PVT	4S2811	
MELVILLE LN	696	1N 26 02	
MILLER RD	747	4N 25 15	
MONTANA LN	PVT	5N 26 23	
MORGAN CEMETERY RD	639	1N 23 23	
MORGAN RD	536	1N 23 22	
MORGAN RD	537	1N 23 23	
MORGAN RD	543	1N 23 22	
MORTER LN	576	1S 24 29	
MYERS LN	578	1N 26 35	
NICHOLS LN	620	1S 25 26	
NOLAN RD	595	1S 25 28	
OLDEN LN	587	2S 24 18	
OLSON RD	689	4N 25 16	
PALMATEER RD	532	1N 23 27	
PARK LN	PVT	4S 28 27	
PATERSON FERRY RD	911	5N 26 21	
PATERSON FERRY RD	930	4N 26 16	
PAUL SMITH RD	656	4N 25 08	
PENLAND LN	849	5S 28 21	
PERKINS RD	PVT	2N 27	
PETERS RD	657	4N 24 13	

NEW vs OLD ROADNAMES

11/15/96

ROADNAME	ROAD. NO	LOCATION	OLD NAME
PETTYS CYN RD	622	1S 25 11	POINTER LN
PHEASANT LN	PVT	5N 26 36	
PINE RD	PVT	5N 26 24	
PIPELINE LOOP	766	1S 24 20	
PIPER CYN RD	647	1S 25 36	
PLEASANT VIEW RD	716	5N 27 21	CO LINE RD
POINTER RD	653	1S 25 04	
POLELINE RD	905	4N 26 15	
POND DR	PVT	4S 28 11	
PORCUPINE LN	533	4S 24 13	
BADGER LN	PVT	4S 28 11	PORCUPINE LN
PRICKLY PEAR LN	PVT	5N 26 36	
PROUDFOOT RD	917	1N 25 06	
RADIO LN	516	1S 24 20	
RANSOM RD	508	3S 23 08	
REDDING RD	711	4S 24 03	
RHEA CRK RD	693	3S 25 34	
RHEA CRK RD	715	3S 25 34	
RIETMANN LN	536	1N 23 23	
RIPPEE RD	561	4N 25 14	
RIVERVIEW LN	PVT	5N 26 15	
ROAD CYN RD	697	5S 26 24	
ROOT LN	902	4N 25 14	
SANDHOLLOW RD	578	1N 26 35	
SANDHOLLOW RD	719	2S 27 29	
SANDHOLLOW RD	733	2S 27 17	
SANDHOLLOW RD	741	1N 26 34	
SANFORD CYN LN	713	3S 26 26	
SANFORD CYN LN	715	3S 26 32	
SANFORD CYN LN	717	3S 26 36	
SECOND RD	PVT	4S 25 34	
SHANGRALA LOOP	PVT	4N 23	VILLAGE LOOP
SHAW CRK RD	798	4S 28 27	
SHOBE CYN RD	713	3S 26 03	
SHORT RD	PVT	5N 26 23	
SIM-TAG LN	PVT	3N 23	
SKOUBO RD	687	4N 25 17	
SMITH RD	520	1S 23 11	HALVORSEN
SNYDER RD	PVT	5N 26 23	
SOCIAL RDG LN	527	2S 24 24	
SPRING HOLLOW RD	705	3S 26 32	
SPRUCE LN	531	2S 26 27	
SPUR LOOP	735	1S 26 01	MILK CYN RD
STEAGALL LN	PVT	5N 26 23	
STEFANI RD	541	1N 24 30	
STOCK DRIVE LN	676	3S 25 10	
STOCK DRIVE LN	614	2S 26 33	
STRAWBERRY LN	588	1N 26 17	
SUMMERFIELD RDG RD	721	4S 27 28	
SUMMIT LN	PVT	4N 25 20	
SUMNER RD	567	4S 24 07	
SUNFLOWER FLAT. RD	670	5S 26 30	
SUNSET LN	PVT	5N 27 21	
SWANSON RD	515	2S 23 12	
TAGGARES LN	PVT	3N 23	
TEWS LN	515	2S 23 01	
TEWS LN	517	1S 23 25	
TEWS LN	544	1S 23 36	
TEWS LN	551	1S 24 30	
TEWS LN	802	1S 24 31	
THIRD RD	0	4S 25 34	
THORN CRK LN	PVT	5S 26 13	

NEW vs OLD ROADNAMES

11/15/96

ROADNAME	ROAD NO	LOCATION	OLD NAME
THREEMILE RD	PVT	3N 23	
TOLL ROCK RD	674	5S 26 20	
TOLLROCK RD	637	5S 25 03	
TOMS CAMP RD	562	4N 24 23	
TONY VEY RD	827	1N 28 21	
TOWER RD	PVT	3N 24	
TUPPER LN	673	6S 26 02	
TURNER LN	504	1S 26 08	
UPPER RHEA CRK RD	608	3S 26 32	
USAGE LN	PVT	5N 26 23	
VALBY RD	585	2S 24 32	
VALBY RD	589	3S 24 33	
VALBY RD	617	4S 24 04	
WASHINGTON LN	724	5N 26 23	
WAGON TRAIL RD	PVT	2N 27	
WAGON WHEEL LOOP	PVT	5N 26 36	
WARREN LN	502	3S 23 16	
WATER LN	PVT	4S 25 34	
WELLS SPRING RD	663	1N 25 04	
WEST EIGHTH RD	908	5N 26 35	
WEST FOURTH RD	PVT	5N 26 23	
WEST OREGON LN	722	5N 26 24	
WEST SEVENTH RD	PVT	5N 26 26	
WEST SIXTH RD	PVT	5N 26 26	SIXTH RD
WESTERN ROUTE LN	847	6S 27 08	
WILLOW CRK RD	603	4S 28 27	
WILLOW CRK RD	678	2S 26 35	
WILLOW LN	PVT	4S 25 34	
WILSON LN	598	4N 25 13	
WILSON LN	662	4N 25 16	
WINCHESTER DR	PVT	2S 27	
WRIGHT DR	PVT	3S 25	
WYLAND GRADE RD	571	4S 25 29	
YOUNG LN	524	3S 24 12	
ZINTER RD	512	1S 23 08	
CROOKED RD	PVT	5N 26 36	NOT NAMED
CAIN LN	PVT	5N 26 35	C CALL LN
KUNZE LN	598		
SKY VIEW DR	PVT	4N 25 20	
PIONEER LN	PVT	4N 25 20	
MTN VIEW DR	PVT	4N 25 20	
HILLTOP DR	PVT	4N 25 20	
RIDGE CREST LN	PVT	4N 25 20	
SUNDOWN DR	PVT	4N 25 20	
PARKSIDE DR	PVT	4N 25 20	
OLIVE LN	PVT	4N 25 20	
WEST VIEW DR	PVT	4N 25 20	
RAND RD	752	5N 27 21	
RIDGE RD	669	3S 23 04	
LAKE DR	PVT	5S 28 22	
HWY 206-CONDON	N/A	3S 23	

MORROW COUNTY COURT MINUTES

DATE: April 23, 1997

PLACE: Morrow County Courthouse

MEMBERS PRESENT: Louis Carlson, Morrow County Courthouse
Ray French, Morrow County Commissioner
John Wenzholz, Morrow County Commissioner
Barbara Bloodsworth, Morrow County Clerk
Andrea Denton, Executive Secretary

TIME:

9:00 Meeting called to order by Judge Carlson.

9:25 Commissioner Wenzholz moved and Commissioner French seconded motion to approve minutes of the April 16, 1997 meeting. Passed.

9:35 Commissioner French moved and Commissioner Wenzholz seconded motion to approve claims of April 22, 1997 plus Irrigon Post Office \$24.00. Passed.

Discussion of the road names of Little Buttercreek and Big Buttercreek.

9:40 Judge Carlson moved and Commissioner French seconded motion to change the name of Big Buttercreek Road and Little Buttercreek Road, to just Buttercreek Road at the point where the two creeks meet. Passed.

Discussion of what to do about Laurel Road ie Laurel Lane?

9:50 Commissioner Wenzholz moved and Commissioner French seconded motion to approach Ed Glen about changing the name to Laurel Lane Road. Passed.

Guy Van Arsdale, Public Works Director re Road Report
Discussion of wide loads using the Patterson-Ferry overpass; other roads and bridge work.

10:15 Commissioner French moved and Commissioner Wenzholz seconded motion to allow PTI a road permit for the McNab and Zinter Roads. Passed.

Tamra Mabbott, Planning Director and Val Doherty, County Counsel.
Discussion of Umatilla Army Depot Impacts and Toxic Waste Ordinance.

- 1:35 Commissioner French moved and Commissioner Wenholz moved to authorize Judge Carlson to sign all documents related to the closing on the Gilliam-Bisbee Building. Passed.
- 1:40 Commissioner Wenholz moved and Commissioner French seconded motion to approve contract with Larry Kennedy for maintaining county road signs. Passed
- 1:45 Judge Carlson moved and Commissioner French seconded motion to approve contract with Susi Ortega, dba Interpretations for interpreting for CSEPP. Passed.
- 1:50 Commissioner Wenholz moved and Commissioner French seconded motion to approve quit claim deed to John Zia. Passed.
- 2:00 Judge Carlson moved and Commissioner French seconded motion to award bid for heating and cooling for Gilliam-Bisbee building to Silver Eagles \$24,550.00. Passed.
- 2:02 Commissioner French moved and Commissioner Wenholz seconded motion to award bid for windows for Gilliam-Bisbee Building to Marv's Glass Shop \$11,931.50. Passed.
- 2:04 Judge Carlson moved and Commissioner French seconded motion to award bid for carpet for Gilliam-Bisbee Building to Tim Hedman \$18,880.00. Passed.
- 2:06 Commissioner French moved and Commissioner Wenholz seconded motion to award bid for lift for Gilliam-Bisbee Building to Klau-Med Inc. \$30,468.79. Passed.
- 2:08 Judge Carlson moved and Commissioner Wenholz seconded motion to accept Grant of Easement from the Heppner BPOE. Commissioner French declared a conflict of interest but upon advise of counsel voted. Passed
- Discussion on speaker phone with representative from David Nelson's office concerning Senate Bill 1096.
- 3:30 RECESSED



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

(For BOC Use)
Item #
6f

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item: Bartholomew Lower Level Remodel

Phone Number (Ext):
Requested Agenda Date: 08/07/2019

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: 10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Kirby Nagelhout Construction Co
Contractor/Entity Address: 505 SW 16th St, Pendleton OR 97801
Effective Dates - From: Through:
Total Contract Amount: \$77,629 Budget Line: 101-199-5-40-4411
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

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

Our plan to remodel the Lower Level of the Bartholomew building to create office space for the Human Resources Department involves moving the small conference room and current breakroom towards the stairs four feet. The HR Department would move into the current breakroom where we will have an office for the Karmen and Ronda along with a storage room. The new breakroom will be relocated in the large storage area across the hall.

I obtained a quote for the remodel from a contractor who would not be bidding on the project in the range of \$65,000 to \$75,000

We publicized our our project on May 2, 2019 and received zero bids. We publicized the project again on May 30, 2019 and received one bid that was significantly over our estimated cost at \$88,000. After reviewing the budget and walking through the project with the proposer, we were able to lower the cost to \$77,629.

Since we were still over our estimated cost, I emailed ORPIN to see if I could proceed with our bid or if we needed to publicize the project for a third time. Kelly Mix, Deputy State Chief Procurement Officer replied to my email (attached) that based on the fact we did not change the scope of work and no risk of harm to other proposers, we could accept our bid of \$77,629.

2. FISCAL IMPACT:

\$77,629 to GL 101-199-5-40-4411

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

Motion to award the project of remodeling the Lower Level of the Bartholomew building to Kirby Nagelhout.

Attach additional background documentation as needed.

Darrell Green

From: MIX Kelly * DAS <Kelly.MIX@oregon.gov>
Sent: Monday, July 29, 2019 9:24 AM
To: Darrell Green
Cc: EGS PS Customer Care * DAS
Subject: RE: remodel bid

STOP and VERIFY - This message came from outside of Morrow County Government.

Good morning, Darrell.

Based on what you've described, Oregon Administrative Rule 137-049-0430 - Negotiation When Bids Exceed Cost Estimate, would apply. Given that your scope of work is not altered, and there is no risk of harm to other proposers, I see no issues with moving forward as you suggest. I do, however, suggest this might be worth a discussion with your legal counsel as I am not familiar with any Morrow County codes that might apply to this.

Best of luck with your project.

Kelly Mix, MPA, CPPO
Deputy State Chief Procurement Officer
State of Oregon - Procurement Services
503-378-2998



From: EGS PS Customer Care * DAS
Sent: Monday, July 29, 2019 8:32 AM
To: MIX Kelly * DAS <Kelly.MIX@oregon.gov>
Subject: FW: remodel bid

Good morning Kelly,
Could you please respond to this question from Darrell Green of Morrow County.

Thank you.

Shelley Chamberlin
Procurement Program Assistant

ORPIN Support
1225 Ferry St SE Salem, OR. 97301
503-378-4644
Rochelle.chamberlin@oregon.gov



From: Darrell Green [<mailto:dgreen@co.morrow.or.us>]
Sent: Thursday, July 25, 2019 1:49 PM
To: EGS PS Customer Care * DAS <EGS.PSCustomerCare@oregon.gov>
Subject: remodel bid

Hello,

I have gone out for bid twice to remodel our lower level to accommodate more staff. The first bid request resulted in zero responses. The second bid request resulted in 1 response. Before I went out for bid I had a local contractor give me a ballpark quote to use in the bid. The quote was for \$75,000.00. The one bid response came back at \$88,000.00. We brought the contractor and electrician back to review the building and the bid. They were able to bring the bid price down to \$77,000.00 without changing the scope of work. This is still \$2000.00 over our expected price. Can I accept the bid of \$77,000.00 since we only received one bid after two attempts?

Thank you,

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





Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: July 31st, 2019
RE: Administrator Monthly Report for July 2019

Below are the highlights for the month of July:

1. North County Government Building update:
 - a) Currently drafting the RFQ with an anticipated date to publish of August 5th.
 - b) On July 18th, Patrick McCord, Project Manager for our building, and I had a phone conference with UEC to discuss relocating the power pole located in the alley way. Based on that conversation we should be able to relocate the pole further down the alley way so it doesn't interfere with building.
2. Bartholomew Lower Level remodel- we reviewed the bid on June 18th, had another meeting on July 1st to verify information on the revised bid, then we met the contractor and electrician to review the project. The bid remains at \$77,629. I emailed ORPIN, Oregon Procurement Information Network, to determine if we could move forward with our bid or if we needed to go out for bid a third time since it was \$2k over our estimated cost. Kelly Mix, Deputy State Chief Procurement Officer replied, based on the process we went through we could proceed with the one bid we received.
3. Retirement Plan- We will be presenting our findings to the Board of Commissioners on August 21st.
4. Meetings:
 - a) We had a Goal Setting Work Session on July 2nd with David Rabiner providing us a good foundation to continue to work on Morrow County Goals
 - b) Meetings with NextEra on July 8th and 22nd to work on the Road Agreement. On July 25th, WCVEDG hosted a meeting with NextEra and PGE to talk about the potential economic impact to South Morrow County and collaboration efforts.
 - c) At our Director's meeting on July 16th, we had good conversations around the new Travel Policy, Morrow County's participation at the Fair, and a view of FY calendar of events, SDS information and Department updates.
 - d) At our Leadership meeting on July 18th, we finalized our plans to participate at the Morrow County Fair booth, dunk tank and began conversations about our next Morrow County Value, Honesty.
 - e) Orchard Winds phone conference on July 2nd to review their first proposal of the financial aspects of their SIP agreement.

5. Other projects or activities

- a) Census 2020-working to create a Complete County Committee
- b) We had two rounds of interviews for the Juvenile Director position.
- c) Olson Road agreement- we continue to discuss and negotiate the terms of the agreement.

Sincerely,



Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2019

Incident	July	August	Sept	October	Nov	Dec	
Alarms	20						
Animal Complaint	33						
Agency Assist	26						
Assaults	2						
Burglary	6						
CHL	24						
Citizen Assist	19						
Civil Service	85						
Code	57						
Death Investigation	0						
Disturbance	14						
Dog	69						
Driving Complaints	93						
Drunk/Impaired Driver	5						
EMS	29						
Hit & Run	3						
Juvenile Complaints	12						
Motor Vehicle Crashes	9						
RV Code	1						
Suicidal	4						
Suspicious Activity	45						
Theft	14						
Trespass	18						
Traffic Stops - Cite	95						
Total Traffic Stops	277						
UUMV-Stolen vehicle	3						
Welfare Check	10						
Totals	973						
Other Misc. Incidents	870						
Total # of Incidents	1843						
Felony Arrests	15						
Total # of Arrests	34						



Morrow County Sheriff's Office - Monthly Stats 2019

Incident	January	February	March	April	May	June	
Alarms	12	10	7	15	6	12	
Animal Complaint	26	26	36	29	33	38	
Agency Assist	23	16	23	19	24	19	
Assaults	2	2	3	3	7	4	
Burglary	6	0	3	4	2	3	
CHL	23	13	16	19	19	14	
Citizen Assist	11	14	12	25	17	15	
Civil Service	54	64	62	52	73	62	
Code	14	7	14	33	28	45	
Death Investigation	1	1	1	0	1	0	
Disturbance	15	7	13	25	19	18	
Dog	57	39	61	41	85	47	
Driving Complaints	83	71	80	97	89	103	
Drunk/Impaired Driver	4	5	6	6	5	10	
EMS	21	29	22	33	20	31	
Hit & Run	4	0	1	4	2	1	
Juvenile Complaints	15	12	18	23	28	16	
Motor Vehicle Crashes	19	80	15	7	12	13	
RV Code				6	2	3	
Suicidal	6	3	2	7	4	3	
Suspicious Activity	54	30	33	44	33	55	
Theft	21	13	8	11	10	15	
Trespass	10	3	9	11	8	12	
Traffic Stops - Cite	57	64	145	118	119	91	
Total Traffic Stops	177	188	406	336	280	321	
UUMV-Stolen vehicle	0	5	0	2	4	2	
Welfare Check	7	14	14	9	15	10	
Totals	722	716	996	979	945	963	
Other Misc. Incidents	679	558	435	609	568	770	
Total # of Incidents	1387	1267	1431	1588	1513	1733	
Felony Arrests	29	13	18	19	17	16	
Total # of Arrests	47	31	36	48	42	48	



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance

Kate Knop
Finance Director
kknop@co.morrow.or.us

TO: Board of Commissioners
Interested Parties

FROM: Kate Knop, Finance Director

DATE: August 7, 2019

RE: Finance Department – Quarterly Report

Please accept my Finance Director Quarterly Report for April - June, 2019. During the past quarter, my efforts have been focused on budget preparation, fiscal year-end close, new biennial contracts, and retirement plan re-design. Additional work included the following.

- Budget & Financial Statements for FY 2018-2019
 - Processing year-end close
 - Reconciliations and accruals
 - Confirmations
 - Preliminary auditor visit – July 29th & 30th for mid-year testing
- Budget FY 2019-2020
 - June 19th – Resolution R-2019-13 Board adopted budget in the amount of \$43,618,361
 - July 5th – Budget submitted to County Assessor
 - September 30th – prior year close
- Long Range Planning
 - Monthly work sessions discussed. Tentative dates:
 - September 25th (Heppner)
 - October 16th (Boardman)
 - November 6th (Heppner)
 - December 18th (Boardman)
 - January 15th (Boardman)
- Morrow County Retirement Trust
 - Re-design meetings and analysis with Brent from Milliman.
 - Attended Defined Contribution Meeting discussion with Personnel Director at OHSU
- Contracts
 - Road Use Agreement
 - Analysis on various contract renewals
- Finance Team
 - Staff Accountant – Deanne Irving
 - Bank Reconciliations
 - Quarterly Reports:
 - CAMI Quarterly Report – submitted on time.

- Morrow County and Trust quarterly payroll reports for the Department of the Treasury and four states including: Oregon, Montana, Idaho, and Indiana.
 - Victim/Witness Assistance
 - State of Oregon Lodging Tax
 - Support Enforcement Room Allocation
 - STF (the Loop) Room Allocation
 - Health Department – research reporting requirements for quarterly report. Kate meeting with Sheree: TBD
 - Contracts
 - VOCA & CFA Application
 - OHA pass through
 - Fixed Assets
 - Year-end reconciliation – June 30, 2016
 - Current year set-up of acquisitions & dispositions
- Accounts Payable –
 - Temporary Accounting Clerk assisting in office
 - August 6th – interviews for Accounting Clerk
 - August 30th – all year-end invoices due to Finance office
 - Reconciliation of Retirement Tax withholding for state agencies
 - Fleet Team – assisting County Administrator with vehicle repair & maintenance research and analysis.



P.O. Box 247 • Heppner, Oregon 97836
(541) 676-5607 FAX: (541) 676-5610

ASSESSMENT & TAXATION

MIKE GORMAN
Assessor/Tax Collector

Assessment & Tax Department Report for August 7, 2019

1. Tax Office
 - A. Attached is the Summary of Taxes Collected for tax year 2018-19 as of June 30, 2019.
 - B. As of Friday, August 2, the total uncollected balance of \$1,198,307.07. (Report Attached)
 - C. Foreclosure notices were sent July 19. The foreclosure list is attached.

2. Appraisal staff
 - A. The Appraisal Staff is wrapping up reappraisal of the outer Boardman area and processing Real and Personal Property Returns, DOR Value Transmittal Sheets and processing land partitions and subdivisions.
 - B. The annual Sales Ratio Study was completed, filed and accepted by the Dept. of Revenue. The result of the ratio study will be increases in Real Market Value for the Irrigon area, inside the city limits of Boardman, inside the city limits of all South County cities and the South County forest recreational properties. Rural South County will see a decrease in Market Value.
 - C. Patricia Hughes and I will be attending the Assessors and Tax Collectors Joint Summer Conference in Eugene next week. I am finishing my term as Oregon Association of County Tax Collectors President.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Mike Gorman".

Mike Gorman
Morrow County Assessor/Tax Collector

SUMMARY OF PROPERTY TAX COLLECTIONS FOR FISCAL YEAR ENDING June 30, 2019 (ORS 311.531)

Date 7/1/2019 County of Morrow Office of Assessment & Tax Contact Person Mike Garman Telephone Number 541-676-5607

For Office Use Only	
Date Received	

ITEM	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	Prior Years	Total For All Years
AMOUNT OF TAXES CERTIFIED									
1. Total Amount Certified	35,192,765.05								
2. Real Property	20,363,669.31								20,363,669.31
3. Personal Property	3,858,606.10								3,858,606.10
4. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	10,613,639.04								10,613,639.04
5. Manufactured Structures	356,850.60								356,850.60
6. Total Amount Certified tax year 2018-19 (total of lines 2-5)	35,192,765.05								35,192,765.05
7. Uncollected Balance as of 7-1-18 [including deferred billing credits]		992,979.10	260,734.40	132,274.12	59,216.26	3,549.15	1,744.07	4,913.27	1,455,410.37
8. Amount Added to Rolls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total of Lines 6-8	35,192,765.05	992,979.10	260,734.40	132,274.12	59,216.26	3,549.15	1,744.07	4,913.27	36,648,175.42
10. Personal Property Taxes Cancelled By Order of County Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Real Property Foreclosures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Other Corrections, Cancellations, etc.	2,731.02	4,801.69	59.79	61.45	55.87	55.09	0.00	0.00	7,764.91
13. Total (Noncash) Credits (total of lines 10-12)	2,731.02	4,801.69	59.79	61.45	55.87	55.09	0.00	0.00	7,764.91
14. Net Taxes For Collection (line 9 less line 13)	35,190,034.03	988,177.41	260,674.61	132,212.67	59,160.39	3,494.06	1,744.07	4,913.27	36,640,410.51
15. Discounts Allowed	961,830.93	0.00	-1.70	-1.75	-1.59	-1.57	0.00	0.00	961,824.32
16. Total Taxes Collected	33,669,198.19	572,700.49	59,683.73	54,723.30	48,664.60	461.85	478.61	1,270.66	34,407,181.43
17. Total Remaining Uncollected 6-30-19 (line 14 less line 15 & 16)	559,004.91	415,476.92	200,992.58	77,491.12	10,497.38	3,033.78	1,265.46	3,642.61	1,271,404.76
18. Percentage Collected [1.00 minus (line 17 divided by line 14)]	0.984114681	0.580	0.229	0.414	0.823	0.132	0.274		
TAXES REMAINING UNCOLLECTED AS OF 6-30-19									
19. Real Property	526,863.05	402,379.23	186,952.81	69,392.61	6,298.59	889.26	0.00	0.00	1,192,875.55
20. Personal Property	5,439.92	989.59	5,500.19	967.09	889.66	914.08	420.01	411.51	15,542.05
21. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22. Manufactured Structures	26,601.94	12,098.10	8,539.58	7,131.42	3,309.13	1,230.44	845.45	3,231.10	62,987.16
23. Total Remaining Uncollected 6-30-19 (total of lines 19-22)	559,004.91	415,476.92	200,992.58	77,491.12	10,497.38	3,033.78	1,265.46	3,642.61	1,271,404.76
24. Unpaid Tax with Deferred Billing Credits (ORS 305.286) as of 6-30-2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25. Undistributed Tax in Potential Refund Credit Fund (ORS 305.286) as of 6-30-2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26. CATF Interest: 30.51% share from all districts (Tier One)	7,291.43	23,524.94	4,976.35	7,347.49	7,738.17	101.08	138.36	524.43	51,642.25
27. Additional CATF Interest: Additional 25% From Cities & Special Districts (Tier 2)	2,113.93	6,735.84	1,411.32	2,040.87	2,114.32	26.53	36.38	130.58	14,609.77
28. Interest Distributed to Districts	15,780.83	51,059.42	11,436.66	16,736.54	17,648.05	300.08	303.18	1,156.44	114,421.20
29. Refund Interest Paid	45.83	6.34	17.10	24.39	28.31	34.00			155.97

I certify that these tables are a correct summary of transactions affecting the property tax rolls in fiscal year ending June 30, 2019, and the amounts remaining uncollected as of the same date.

Signature

Assessor/Tax Collector

Title

7/11/2019

Date

Email Address: dor.research@oregon.gov
 Mailing Address: Oregon Dept. of Revenue
 Research Section
 895 Center St., NE
 Salem, OR 97301-2555

MORROW COUNTY TAX COLLECTOR

SUMMARY OF UNCOLLECTED BALANCES BY ROLL TYPE

TRANSACTION DATE Aug 2, 2019

Aug 2, 2019

YEAR	REAL	PERSONAL	MNFCT STRUCT	UTILITY	TOTAL
1994	0.00	0.00	0.00	0.00	0.00
1995	0.00	0.00	0.00	0.00	0.00
1996	0.00	0.00	0.00	0.00	0.00
1997	0.00	0.00	0.00	0.00	0.00
1998	0.00	0.00	0.00	0.00	0.00
1999	0.00	0.00	0.00	0.00	0.00
2000	0.00	0.00	0.00	0.00	0.00
2001	0.00	0.00	0.00	0.00	0.00
2002	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00
2004	0.00	0.00	0.00	0.00	0.00
2005	0.00	0.00	95.93	0.00	95.93
2006	0.00	0.00	331.33	0.00	331.33
2007	0.00	0.00	453.48	0.00	453.48
2008	0.00	0.00	551.05	0.00	551.05
2009	0.00	0.00	561.85	0.00	561.85
2010	0.00	0.00	582.46	0.00	582.46
2011	0.00	411.51	655.00	0.00	1,066.51
2012	0.00	420.01	744.78	0.00	1,164.79
2013	889.26	914.08	1,230.44	0.00	3,033.78
2014	6,298.59	889.66	3,248.69	0.00	10,436.94
2015	37,789.21	967.09	7,021.69	0.00	45,777.99
2016	180,347.29	5,500.19	8,519.19	0.00	194,366.67
2017	394,213.72	999.59	11,431.62	0.00	406,644.93
2018	506,368.48	5,167.10	21,703.78	0.00	533,239.36
Total :	1,125,906.55	15,269.23	57,131.29	0.00	1,198,307.07

MORROW COUNTY TAX COLLECTOR
TAX ACCOUNT FORECLOSURE LIST

INTEREST AS-OF-DATE Aug 15, 2019

Aug 2, 2019

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3060	ABERCROMBIE, HEIDI J & MCCORD, PO BOX 14 IRRIGON OR 97844		365 NE NINTH ST IRRIGON	10-03	5N2719CB04000	R				
							2018	2,573.27	205.86	2,779.13
							2017	2,526.61	606.39	3,133.00
							2016	2,461.02	984.41	3,445.43
							2015	2,350.99	1,311.20	3,662.19
								\$9,911.89	\$3,107.86	\$13,019.75
2563	ARTEAGA, MANUEL & ARTEAGA, E 1764 W ALLELUIA AVE HERMISTON OR 97838		80988 WAGON WHEEL LP IRRIGON	10-01	5N2636BC01500	R				
							2018	372.74	29.82	402.56
							2017	363.28	87.19	450.47
							2016	358.93	143.58	502.51
							2015	369.24	206.77	576.01
								\$1,464.19	\$467.36	\$1,931.55
4609	COLIN, JOSE M & COLIN, GUADALU PO BOX 649 BOARDMAN OR 97818		70036 RIDGE CREST LN BOARDMAN	25-04	4N2520A005400	R				
							2018	1,476.34	118.10	1,594.44
							2017	1,424.10	341.79	1,765.89
							2016	1,332.20	532.88	1,865.08
							2015	1,420.81	795.20	2,216.01
								\$5,653.45	\$1,787.97	\$7,441.42

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3955	DONOVAN, JACK S ETAL 110 SW COTTONWOOD LP BOARDMAN OR 97818		110 COTTONWOOD LP BOARDMAN	25-01	4N2517AA05300	R				
							2018	1,440.73	115.26	1,555.99
							2017	1,360.30	326.47	1,686.77
							2016	1,220.86	488.34	1,709.20
							2015	1,313.47	735.55	2,049.02
								\$5,335.36	\$1,665.62	\$7,000.98
765	GARRETT, DOUG & GARRETT, SARI PO BOX 486 HEPPNER OR 97836		415 E COWINS ST HEPPNER	01-01	2S2635CA01400	R				
							2018	719.16	57.54	776.70
							2017	745.75	178.99	924.74
							2016	658.19	263.28	921.47
							2015	651.90	365.07	1,016.97
								\$2,775.00	\$864.88	\$3,639.88
596	GARRETT, DOUG & GARRETT, SARI PO BOX 486 HEPPNER OR 97836		280 S GILMORE ST HEPPNER	01-01	2S2635BC00200	R				
							2018	656.86	52.56	709.42
							2017	687.76	165.06	852.82
							2016	600.99	240.40	841.39
							2015	596.40	333.99	930.39
								\$2,542.01	\$792.01	\$3,334.02

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
2495	GORDANIER, JAMES A & GORDANIE 275 S 7TH STREET IRRIGON OR 97844		75599 PRICKLY PEAR LN IRRIGON	10-01	5N2636000113	R				
							2018	157.98	12.64	170.62
							2017	154.01	36.97	190.98
							2016	152.26	60.90	213.16
							2015	154.98	86.71	241.69
								\$619.23	\$197.22	\$816.45
66	HANNA, DAVID L & SANDRA L PO BOX 801 HEPPNER OR 97836		175 QUAD ST HEPPNER	01-01	2S2626CC05200	R				
							2018	914.15	73.14	987.29
							2017	941.32	225.91	1,167.23
							2016	882.35	352.94	1,235.29
							2015	867.68	485.90	1,353.58
								\$3,605.50	\$1,137.89	\$4,743.39
297	HEALY, TAREENA 465 W LINDEN WAY HEPPNER OR 97836-0766		475 W WATER ST HEPPNER	01-01	2S2627DD01400	R				
							2018	729.40	58.36	787.76
							2017	750.14	180.03	930.17
							2016	695.09	278.04	973.13
							2015	689.37	386.04	1,075.41
								\$2,864.00	\$902.47	\$3,766.47

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
298	HEALY, TAREENA 465 W LINDEN WAY HEPPNER OR 97836-0766			01-01	2S2627DD01500	R				
							2018	298.50	23.88	322.38
							2017	291.56	69.98	361.54
							2016	286.28	114.51	400.79
							2015	276.78	155.01	431.79
								\$1,153.12	\$363.38	\$1,516.50
301	HEALY, TAREENA 465 W LINDEN WAY HEPPNER OR 97836-0766		495 W WATER ST HEPPNER	01-01	2S2627DD01503	R				
							2018	1,646.02	131.68	1,777.70
							2017	1,704.26	409.03	2,113.29
							2016	1,506.84	602.73	2,109.57
							2015	1,492.53	835.83	2,328.36
								\$6,349.65	\$1,979.27	\$8,328.92
366	HEALY, TAREENA 465 W LINDEN WAY HEPPNER OR 97836-0766			01-01	2S2627DD06900	R				
							2018	1.76	0.21	1.97
							2017	1.87	0.52	2.39
							2016	1.77	0.78	2.55
							2015	1.76	1.06	2.82
								\$7.16	\$2.57	\$9.73

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3807	TENEYCK, SIM & RAMONA 126 3RD ST NE BOARDMAN OR 97818	JUAREZ, LINO & GARCIA,	126 THIRD ST NE BOARDMAN	25-01	4N2509DB03600	R				
							2018	2,610.08	208.80	2,818.88
							2017	2,540.43	609.70	3,150.13
							2016	2,356.77	942.71	3,299.48
							2015	1,295.62	691.92	1,987.54
								\$8,802.90	\$2,453.13	\$11,256.03
6375	LOMAS, EVELIO 2547 FM 2200 W DEVINE TX 78016-4537			10-03	5N2719CD01300	R				
							2018	240.42	19.24	259.66
							2017	236.10	56.67	292.77
							2016	235.43	94.17	329.60
							2015	236.37	132.36	368.73
								\$948.32	\$302.44	\$1,250.76
6376	LOMAS, EVELIO 2547 FM 2200 W DEVINE TX 78016-4537		1280 SE THIRTEENTH PL IRRIGON	10-03	5N2719CD01400	R				
							2018	341.52	27.32	368.84
							2017	335.47	80.51	415.98
							2016	334.50	133.80	468.30
							2015	335.76	188.03	523.79
								\$1,347.25	\$429.66	\$1,776.91

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
60100	LOMAS, EVELIO 2547 FM 2200 W DEVINE TX 78016-4537		1280 SE THIRTEENTH PL IRRIGON	10-03	203385	MS				
							2018	121.96	9.76	131.72
							2017	119.83	28.77	148.60
							2016	119.62	47.85	167.47
							2015	120.19	67.30	187.49
								\$481.60	\$153.68	\$635.28
2979	LOMAS, EVELIO T ET AL 2547 FM 2200 W DEVINE TX 78016-4537		1285 SE THIRTEENTH PL IRRIGON	10-03	5N2719CD01200	R				
							2018	1,133.93	90.72	1,224.65
							2017	1,113.47	267.23	1,380.70
							2016	1,100.64	440.26	1,540.90
							2015	1,113.86	623.76	1,737.62
								\$4,461.90	\$1,421.97	\$5,883.87
3514	MITTELSDORF, WENDY L ETAL PO BOX 151 BOARDMAN OR 97818-0151		209 BOARDMAN AVE NW BOARDMAN	25-01	4N2508DA05900	R				
							2018	2,515.59	201.24	2,716.83
							2017	2,331.03	559.44	2,890.47
							2016	2,091.83	836.73	2,928.56
							2015	2,250.52	1,260.30	3,510.82
								\$9,188.97	\$2,857.71	\$12,046.68

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3666	MUNIZ, KERRY B PO BOX 16 BOARDMAN OR 97818		255 MARSHALL LP BOARDMAN	25-01	4N2509BD00600	R				
							2018	1,707.81	136.62	1,844.43
							2017	2,101.32	504.32	2,605.64
							2016	1,904.22	761.70	2,665.92
							2015	330.93	172.08	503.01
								\$6,044.28	\$1,574.72	\$7,619.00
8651	NEWDIGER, TROYLIN & NEWDIGER, PO BOX 190 IRRIGON OR 97844		175 KRISTEN DR IRRIGON	10-03	5N2625A002612	R				
							2018	1,425.25	114.02	1,539.27
							2017	1,342.51	322.20	1,664.71
							2016	1,237.91	495.17	1,733.08
							2015	1,285.51	719.89	2,005.40
								\$5,291.18	\$1,651.28	\$6,942.46
3589	ORJUELA-SCHMIDT, GLORIA L PO BOX 850 BOARDMAN OR 97818-0850		281 MARSHALL LP BOARDMAN	25-01	4N2509AC00600	R				
							2018	3,433.91	274.72	3,708.63
							2017	3,330.86	799.41	4,130.27
							2016	3,279.16	1,311.67	4,590.83
							2015	3,410.64	1,909.95	5,320.59
								\$13,454.57	\$4,295.75	\$17,750.32

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3661	ORJUELA-SCHMIDT, GLORIA L PO BOX 850 BOARDMAN OR 97818-0850		277 MARSHALL LP BOARDMAN	25-01	4N2509BD00100	R				
							2018	197.98	15.84	213.82
							2017	192.07	46.09	238.16
							2016	189.19	75.67	264.86
							2015	196.88	110.25	307.13
								\$776.12	\$247.85	\$1,023.97
10536	PERRIN, CHARLES & PERRIN, LYL 74998 COLUMBIA LN IRRIGON OR 97844		74998 COLUMBIA LN	10-01	302696	MS				
							2018	1,684.92	134.80	1,819.72
							2017	1,605.70	385.38	1,991.08
							2016	1,419.19	567.67	1,986.86
							2015	1,503.52	841.98	2,345.50
								\$6,213.33	\$1,929.83	\$8,143.16
2188	PERRIN, CHARLES A & PERRIN, LYL 74998 W COLUMBIA LN IRRIGON OR 97844		74998 COLUMBIA LN	10-01	5N2623D003000	R				
							2018	890.48	71.24	961.72
							2017	867.69	208.25	1,075.94
							2016	857.19	342.87	1,200.06
							2015	861.54	482.46	1,344.00
								\$3,476.90	\$1,104.82	\$4,581.72

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
8568	REBMAN, DOUG E & DALONDA M 160 HURD LN IRRIGON OR 97844-6936		160 HURD LN IRRIGON	10-03	5N2719DC00500	R				
							2018	300.00	24.00	324.00
							2017	294.58	70.71	365.29
							2016	293.60	117.44	411.04
							2015	294.93	165.16	460.09
								\$1,183.11	\$377.31	\$1,560.42
62616	REBMAN, DOUGLAS EDWARD ETU 160 HURD LN IRRIGON OR 97844-6936		160 HURD LN IRRIGON	10-03	282422	MS				
							2018	684.67	54.78	739.45
							2017	630.02	151.20	781.22
							2016	576.87	230.75	807.62
							2015	591.73	331.07	922.80
								\$2,483.29	\$767.80	\$3,251.09
9845	RIDGECREST DEVELOPMENT III, LL PO BOX 61427 VANCOUVER WA 98666			25-01	4N2516AB00126	R				
							2018	1,245.51	99.64	1,345.15
							2017	1,205.96	289.44	1,495.40
							2016	1,273.29	509.31	1,782.60
							2015	1,324.56	741.75	2,066.31
								\$5,049.32	\$1,640.14	\$6,689.46

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
3644	RIVERVIEW CEMETERY ASSOCIATI PO BOX 850 BOARDMAN OR 97818-0850			25-01	4N2509AD01600	R				
							2018	487.47	39.00	526.47
							2017	472.82	113.48	586.30
							2016	465.68	186.27	651.95
							2015	484.53	271.35	755.88
								\$1,910.50	\$610.10	\$2,520.60
10722	ROCK, CECIL W & ORA D PO BOX 820 IRRIGON OR 97844			10-01	5N2625B000303	R				
							2018	376.53	30.12	406.65
							2017	366.98	88.07	455.05
							2016	360.37	144.15	504.52
							2015	3.97	2.06	6.03
								\$1,107.85	\$264.40	\$1,372.25
2279	GUYER, LINDLEY ETAL PO BOX 820 IRRIGON OR 97844	ROCK, CECIL W & ORA DE	105 N FIRST ST IRRIGON	10-03	5N2624DD04700	R				
							2018	1,710.56	136.85	1,847.41
							2017	1,718.28	412.38	2,130.66
							2016	1,673.04	669.21	2,342.25
							2015	1,720.63	963.55	2,684.18
								\$6,822.51	\$2,181.99	\$9,004.50

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
2900	GUYER, LINDLEY ETAL PO BOX 820 IRRIGON OR 97844	ROCK, CECIL W & ORA DE		10-03	5N2624DD04600	R				
							2018	355.22	28.42	383.64
							2017	348.86	83.73	432.59
							2016	347.84	139.14	486.98
							2015	349.33	195.63	544.96
								\$1,401.25	\$446.92	\$1,848.17
2714	ROUBIDOUX, ROBERT SHANE 75694 GUN CLUB RD HERMISTON OR 97838		75694 GUN CLUB LN	10-04	4N2720D000100	R				
							2018	977.75	78.22	1,055.97
							2017	952.69	228.64	1,181.33
							2016	941.21	376.49	1,317.70
							2015	8.24	4.28	12.52
								\$2,879.89	\$687.63	\$3,567.52
6583	SAWYER, SHAWN C 74597 MAGIC GARDEN LN IRRIGON OR 97844			10-01	5N2623B002200	R				
							2018	225.33	18.02	243.35
							2017	219.61	52.71	272.32
							2016	216.98	86.80	303.78
							2015	135.89	73.24	209.13
								\$797.81	\$230.77	\$1,028.58

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
6584	SAWYER, SHAWN C 74597 MAGIC GARDEN LN IRRIGON OR 97844		74597 MAGIC GARDEN LN	10-01	5N2623B002300	R				
							2018	1,278.30	102.26	1,380.56
							2017	1,245.57	298.94	1,544.51
							2016	1,189.95	475.98	1,665.93
							2015	609.09	328.91	938.00
								\$4,322.91	\$1,206.09	\$5,529.00
8324	SCHMIDT, GLORIA O PO BOX 850 BOARDMAN OR 97818-0850			25-01	4N2509AD01600A	R				
							2018	63.51	5.08	68.59
							2017	61.65	14.79	76.44
							2016	60.74	24.30	85.04
							2015	63.35	35.48	98.83
								\$249.25	\$79.65	\$328.90
3667	SCOTT, VIOLA M 249 MARSHALL LP BOARDMAN OR 97818		249 MARSHALL LP BOARDMAN	25-01	4N2509BD00700	R				
							2018	1,698.85	135.90	1,834.75
							2017	1,719.96	412.79	2,132.75
							2016	1,544.48	617.80	2,162.28
							2015	701.51	370.69	1,072.20
								\$5,664.80	\$1,537.18	\$7,201.98

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
9101	TIMMINS, ROBERT F & MARY E 895 E UTAH AVE IRRIGON OR 97844		895 SE UTAH AVE IRRIGON	10-03	5N2730BB00138	R				
							2018	1,779.04	142.32	1,921.36
							2017	1,673.29	401.59	2,074.88
							2016	1,539.64	615.86	2,155.50
							2015	151.21	78.63	229.84
								\$5,143.18	\$1,238.40	\$6,381.58
3134	THOMAS, CLIFFORD & MARGARET, TIMPY, ANNA L (C) 401 6TH ST UMATILLA OR 97882			10-03	5N2719CC03400	R				
							2018	562.18	44.98	607.16
							2017	552.02	132.48	684.50
							2016	550.26	220.10	770.36
							2015	196.14	102.47	298.61
								\$1,860.60	\$500.03	\$2,360.63
3136	THOMAS, CLIFFORD & MARGARET, TIMPY, ANNA L (C) 401 6TH ST UMATILLA OR 97882			10-03	5N2719CC03500	R				
							2018	511.69	40.93	552.62
							2017	514.01	123.37	637.38
							2016	500.58	200.23	700.81
							2015	196.99	103.45	300.44
								\$1,723.27	\$467.98	\$2,191.25

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
8579	TIMPY, PHARIS A, 3/4, ETAL 20401 NW 41ST AVE RIDGEFIELD WA 98642		120 SE THIRTEENTH ST IRRIGON	10-03	5N2719CD00300	R				
							2018	145.45	11.64	157.09
							2017	142.90	34.30	177.20
							2016	142.64	57.05	199.69
							2015	143.26	80.23	223.49
								\$574.25	\$183.22	\$757.47
9967	TORRES, HECTOR L & TORRES, LAU 1343 GRANITE RD SAN MARCOS CA 92069			25-01	4N2517DB00211	R				
							2018	392.82	31.43	424.25
							2017	381.00	91.44	472.44
							2016	367.85	147.14	514.99
							2015	92.89	48.30	141.19
								\$1,234.56	\$318.31	\$1,552.87
4847	WEBB, LEWIS A 815 SE COURT AVE PENDLETON OR 97801-2344		560 SECOND ST IONE	35-01	1S2409AB06200	R				
							2018	1,537.06	122.96	1,660.02
							2017	1,573.54	377.65	1,951.19
							2016	1,402.56	561.03	1,963.59
							2015	1,471.43	824.00	2,295.43
								\$5,984.59	\$1,885.64	\$7,870.23

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
367	WINTERS, DAVID P & MADDERN, SA PO BOX 905 HEPPNER OR 97836			01-01	2S2627DD07000	R				
							2018	27.11	3.25	30.36
							2017	28.43	7.96	36.39
							2016	24.86	10.94	35.80
							2015	24.66	14.80	39.46
								\$105.06	\$36.95	\$142.01
201	WINTERS, DAVID P & MADDERN, SA PO BOX 905 HEPPNER OR 97836		715 N SHOBE ST HEPPNER	01-01	2S2627DA05001	R				
							2018	635.01	50.80	685.81
							2017	652.57	156.61	809.18
							2016	597.34	238.93	836.27
							2015	592.20	331.63	923.83
								\$2,477.12	\$777.97	\$3,255.09
628	VANDEBERGHE, SCOTT PO BOX 402 HEPPNER OR 97836	WOLFORD, HOWARD DAV	290 S GILMORE ST HEPPNER	01-01	2S2635BC03800	R				
							2018	843.10	67.44	910.54
							2017	867.17	208.12	1,075.29
							2016	814.64	325.85	1,140.49
							2015	797.60	446.52	1,244.12
								\$3,322.51	\$1,047.93	\$4,370.44

TAX ACCOUNT FORECLOSURE LIST

TAX ACCT	MAILING NAME MAILING ADDRESS	AGENT NAME	SITUS ADDRESS	CODE	PROPERTY NO.	ROLL TYPE	TAX YEAR	DELINQ TAXES	INTEREST TO 8/15/19	TOTAL DUE
4220	YOUNG, DONALD D & YOUNG, DEB 68901 WILSON LN BOARDMAN OR 97818		68901 WILSON LN BOARDMAN	25-04	4N2413000301	R				
							2018	1,453.69	116.29	1,569.98
							2017	1,402.32	336.56	1,738.88
							2016	1,377.69	551.07	1,928.76
							2015	52.11	27.10	79.21
								\$4,285.81	\$1,031.02	\$5,316.83

From: [ellaresources](#)

Sent: Monday, August 5, 2019 8:48 AM

To: Don Russell; Carla McLane

Subject: DOD blocking Wheatridge

STOP and VERIFY - This message came from outside of Morrow County Government.

Don & Carla,

Here is the letter received by Wheatridge from the DOD Clearinghouse indicating that they have multiple issues with the Wheatridge project. At this point construction is set for no later than January of 2020. NextEra likely no later than December would be forced to pay PGE for defaulting on the sale and walk away from the project if the DOD/FAA problem is not resolved. Time line for the tax credit makes it too risky to consider pushing past year end without FAA approval.

NextEra is working on meeting with the DOD asap and related to these radars the folks that worked and proved no conflict in the past are being pulled in. I know that NextEra spent a lot of time in the last week with the Clearinghouse and this has a much more aggressive feel from the DOD than in the past. Not Good!

Jerry



OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE

3500 DEFENSE PENTAGON
WASHINGTON, DC 20301-3500

SUSTAINMENT

AUG 05 2019

Ms. Jesse Marshall
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Reference – Aeronautical Study Number: 2019-WTW-3229-OE

Dear Ms. Marshall,

The Department of Defense (DoD) Military Aviation and Installation Assurance Siting Clearinghouse has received notice from the Federal Aviation Administration pursuant to section 44718 of title 49, United States Code, of the Wheatridge Wind Energy, LLC wind project near Lexington, OR. Based on our preliminary review of your wind energy project, we have found that it will have an adverse impact on the Pendleton Weather Surveillance Radar (NEXRAD WSR-88) operations conducted by the U.S. Air Force and the Fossil Common Air Route Surveillance Radar (CARSR) operated by the North American Aerospace Defense Command (NORAD) near Boardman, OR, if constructed as proposed.

This notice of presumed risk for the wind project, required by section 183a(c) of Title 10, United States Code, requests that you enter into discussions of possible mitigation actions with the Department of the Air Force.

Please let us know within 30 days from receipt of this letter if you are willing to enter into mitigation discussions. As also required by section 183a(c), DoD is providing a copy of this letter to the Oregon Governor's office and requesting any comments the Governor believes of relevance to the application.

If you agree to enter into mitigation discussions, the Clearinghouse will task the U.S. Air Force to establish a mitigation response team and will provide you the contact information for the primary Air Force point of contact. The Clearinghouse contact is Mr. Steven Sample, phone 703-571-0076, or email steven.j.sample4.civ@mail.mil.

Sincerely,

Ronald E. Tickle
Executive Director
Military Aviation and Installation
Assurance Siting Clearinghouse

cc:
SAF/IEI
FAA OE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is by and between the Columbia Development Authority, a local government unit located at Two Marine Drive, P.O. Box 200, Boardman, Oregon 97818 (CDA), and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, located at 46411 Timine Way, Pendleton, Oregon 97801 (CTUIR). The CDA and CTUIR may be referred to individually as a Party, or jointly as the Parties.

I. RECITALS

- A. The CDA was formed by and consists of representatives of Umatilla County, Morrow County, the Port of Umatilla, the Port of Morrow and the CTUIR. The CDA was originally established as a Local Reuse Authority (LRA) to oversee the destruction of the stockpile of chemical weapons at, and the transfer to the LRA of, the 17,165 acre Umatilla Army Chemical Depot (UMCD), located in Umatilla and Morrow counties. The LRA changed its name to the Columbia Development Authority in 2014.
- B. The UMCD was created by the U.S. Army in 1940 for military purposes, including the storage of chemical weapons, and was used by the Army for 70 years. The destruction of the chemical weapons stockpile was completed in 2011 and the UMCD base was closed in 2012. Pursuant to the Redevelopment Plan for the UMCD adopted in 2010, 7,500 acres of the UMCD has been transferred to the Oregon National Guard for a training center, 5,678 acres are classified as wildlife habitat, and 3,965 acres are allocated for industrial, agricultural and right-of-way development.
- C. The United States Army proposes to transfer the remaining 9,539 acres of the UMCD to the CDA (Depot Land) as depicted in the map attached as Exhibit 1 (Depot Map).
- D. Included in the Depot Land to be transferred by the Army to the CDA is 5,678 acres of land classified in the Redevelopment Plan as Wildlife Habitat and zoned by Umatilla County as Umatilla Depot Refuge Zone (UDR Zone) for wildlife management and related uses, which UDR Zone is depicted in the Depot Map.
- E. The UMCD is located within the aboriginal territory of the CTUIR as recognized by the U.S. Government in Article I of the CTUIR Treaty of 1855, 12 Stat. 945. The CDA and CTUIR have a strong interest in the protection of Properties of Religious and Cultural Significance (PRCS) within the Depot Land.

- F. The CDA and CTUIR are committed to being good neighbors and to the appropriate management of Depot Land transferred to the CDA, consistent with the Redevelopment Plan, for wildlife resource and habitat protection, and the development of industrial and agricultural lands as set forth in this MOA.

II. LEGAL AUTHORITY

The Parties have the legal authority to enter and implement this MOA as follows:

- A. CDA: pursuant to ORS 190.110, which authorizes units of local government to negotiate agreements with Indian tribes. The CDA approved this MOA by motion at their meeting on April 5, 2019; and
- B. CTUIR: Article VI, Section 1(a) of the CTUIR Constitution which authorizes the Board of Trustees, the governing body of the CTUIR, to negotiate agreements with local governments. The Board of Trustees has approved this MOA by Resolution 19-____ (April __, 2019).

III. CDA OBLIGATIONS

The CDA has agreed to the following:

- A. To transfer fee title to at least 4,000 acres of Depot Land the CDA receives from the U.S. Army, which lands include a portion of the Wildlife Habitat within the UDR Zone and are designated "CTUIR Land" in the Depot Map. The CDA transfer of the land to the CTUIR shall be made on an "as-is" and "where-is" basis. The CDA has made no representations to the CTUIR on the condition of the CTUIR Land. The land to be transferred by the CDA to CTUIR shall be subject to survey and legal description by the CTUIR pursuant to Section IV.D of this MOA.
- B. To ensure that the CTUIR and its tenants have access to utilities on the same basis as tenants of the CDA industrial and agricultural lands pursuant to easements negotiated by and acceptable to the Parties.
- C. Upon request by the CTUIR, the CDA commits to submitting letters to the Secretary of Interior and Bureau of Indian Affairs in support of the CTUIR application to have the CTUIR Land taken in trust for the CTUIR. The CDA will also request and recommend that both Umatilla and Morrow Counties and Ports of Umatilla and Morrow submit letters in support as well.
- D. To ensure that the CTUIR, its employees, Tribal members, tenants and agents have use of all roads within Depot Land under the CDA's jurisdiction for management, use and security of CTUIR Land pursuant to an easement negotiated by and acceptable to the Parties.

- E. To recognize and agree that the CTUIR may restrict public access to and/or use of CTUIR Land for wildlife management and security reasons.
- F. To negotiate with the CTUIR to allocate a portion of CDA groundwater rights to meet the needs of the CTUIR Land. The Parties understand that the water needed for CTUIR Land consists of water for wildlife habitat and a visitor's center.

IV. CTUIR OBLIGATIONS

The CTUIR has agreed to do the following:

- A. To accept fee title to and manage the CTUIR Land to protect, preserve and enhance wildlife resources and habitat and for other purposes as determined by the Board of Trustees.
- B. Upon request of the CDA, the CTUIR will negotiate in good faith with the CDA for management of that portion of the Wildlife Habitat tract (1,600+/- acres) owned by CDA and zoned by Umatilla County as UDR Zone.
- C. To use the proceeds the CTUIR receives from the sale, lease, or other disposition of the Farm Parcel to manage the CTUIR Land and for other purposes as determined by the Board of Trustees.
- D. Upon the Parties execution of this MOA, the CTUIR will contract to have a survey and legal description of the CTUIR Land prepared at the CTUIR's expense which survey shall include the 1861 Old Emigrant Wagon Road (35UM498) and utility easements. The survey and legal description will be used to prepare the deed to transfer title of the surveyed portion of Depot Land to the CTUIR.
- E. To grant to the CDA a utility ROW to serve CDA industrial lands that is a minimum of 150 feet wide along the eastern boundary of Depot Land designated as the Utility ROW on the Depot Map. The width of the Utility ROW may be expanded as mutually agreed by the Parties to serve the economic development project referred to in Section V.A. of this MOA. The Utility ROW and associated utilities shall be designed to provide necessary infrastructure for the benefit of both Parties that minimizes impact to wildlife habitat.
- F. To permit the CDA, its employees, tenants and agents, to use the existing road across the CTUIR Land to access the land referred to on the Depot Map as Heavy Industrial Zone, pursuant to an easement negotiated by and mutually agreeable to the Parties.
- G. To grant to the CDA a utility ROW for existing utility lines serving the Heavy Industrial Zone as shown on the Depot Map, pursuant to an easement negotiated by and mutually agreeable to the Parties

V. JOINT CDA-CTUIR OBLIGATIONS

The Parties have agreed to the following:

- A. To work cooperatively to attract a singular economic development project (agreed to by both Parties), to CDA land within Umatilla County and/or to CTUIR Land to generate the revenues needed for the development, improvement and management of the Parties' Depot Land. Any such economic development project shall be covered by a "Development Agreement" between the CDA and CTUIR with the revenues to be split evenly between the Parties regardless of the location of the economic activity on Depot Land. Nothing shall preclude the Parties to this Agreement from developing future projects for their respective and sole benefit, or from entering into other joint development agreements for the mutual benefit of both CDA and CTUIR.
- B. To work cooperatively to achieve compliance with all applicable federal, state, tribal and local cultural resource protection laws and to protect and preserve Properties of Religious and Cultural Significance, including but not limited to the Coyote Coulee and Oregon Trail, located on Depot Land.
- C. To develop and maintain a good neighbor relationship between the Parties so that the goals of each Party for the management and development of Depot Land can be achieved.
- D. To work cooperatively to develop, fund and provide fire prevention, law enforcement, emergency response and security services to Depot Land as the budget of the Parties permit.
- E. The terms of the sale, lease, or other disposition of the 39.59 acre agricultural tract now designated as the Farm Parcel on the Depot Map shall be mutually agreed upon by the CDA and CTUIR, and the proceeds from such sale or disposition shall be shared equally by the Parties.
- F. To work cooperatively to ensure that the development, use and management of Depot Land by the Parties is carried out in a manner that recognizes and seeks to minimize impact to the wildlife resources and habitat and the cultural and historic properties located on Depot Land.
- G. That each Party may use and manage Depot Land they own as determined by that Party in accord with applicable federal, state, tribal, and local law.
- H. The Parties agree that neither will take title to nor management of the landfill area designated on the Depot Map.

VI. CONTACTS

A. CDA:

Greg Smith, Executive Director
Address:
P.O. Box 200
Boardman, Oregon 97818-0200
Phone: 541-377-0000
Email: columbiadadirector@gmail.com

Loren D. Snow, CDA Attorney
Address:
Schwabe, Williamson & Wyatt
1211 SW 5th Avenue, Suite 1800
Portland, OR 97204
Phone: 503-796-2879
Email: LSnow@SCHWABE.com

B. CTUIR:

Ted Wright, Executive Director
Address: 46411 Timine Way
Pendleton, OR 97801
Phone: 541-429-7362
Email: TedWright@ctuir.org

Naomi Stacy, Lead Attorney
Address: 46411 Timine Way
Pendleton, OR 97801
Phone: 541-429-7405
Email: NaomiStacy@ctuir.org

VII. DISPUTE RESOLUTION

The Parties commit to working cooperatively and constructively to implement the terms of this MOA. If a dispute arises between the Parties under this MOA, the Parties agree to commit the personnel, resources and time to resolve the matter at the earliest opportunity and at the lowest level of management. The Party that claims that a dispute exists shall submit to the other Party a written description of the factual basis for the dispute, the violation of law or agreement that is involved and the remedy sought. In the event a dispute cannot be resolved informally by the Parties' staff, the matter shall be referred to the Executive Director of the CDA and the CTUIR for resolution. The Parties' Executive Directors shall meet as soon as practicable to address the dispute. If the Parties' Executive Directors are unable to resolve the dispute to the mutual satisfaction of both parties, the matter shall be submitted to the CDA Board of Directors and CTUIR Board of Trustees for resolution.

VIII. AMENDMENT TO MOA

The Parties may amend this MOA provided that the amendment is in writing, has been approved by the governing body of each Party and has been executed by an authorized officer of each Party.

IX. EFFECTIVE DATE OF MOA

This MOA shall be effective April 1, 2019.

COLUMBIA DEVELOPMENT AUTHORITY



Donald Russell
Chairman

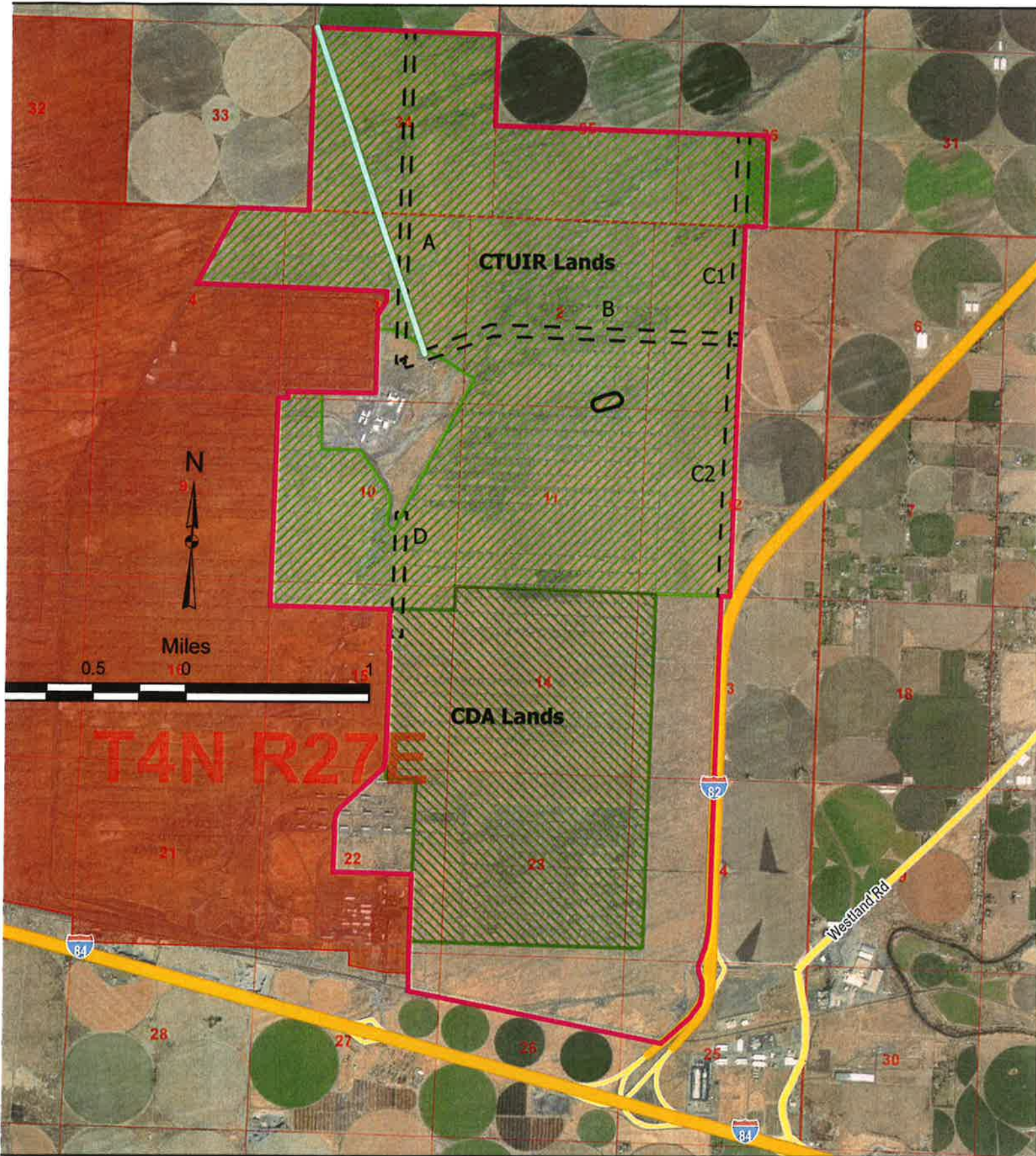
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION



Gary Burke
Chairman, Board of Trustees

Exhibit 1 - Depot Map

UMCD/CDA Depot Land



- ▬ Major Highways
- ▬ Highways
- ▬ Major Roads
- ▬ Ramps
- ▬ Utility ROW
- Townships
- Sections
- Depot Land
- Oregon Military Dept.
- CTUIR Land
- CDA Land
- Farm Parcel
- Landfill
- Cascade Natural Gas Line

Map produced by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) GIS Program.

No warranty is made for this information beyond the purpose intended by CTUIR staff. Any damages of interests or property of the CTUIR shall be the sole liability and responsibility of the party disclosing the information without prior



Morrow County Travel Spending Surpasses \$16 Million in 2018

July 22, 2019

by Dallas Fridley

Dean Runyan Associates (www.deanrunyan.com) recently released *Oregon Travel Impacts*, a study detailing the significance of the travel industry in Oregon and its 36 counties. According to the study, direct travel spending in Oregon reached \$12.3 billion in 2018.

Oregon's metro counties captured \$9.3 billion or three out of four travel dollars in 2018 while rural counties earned \$3.0 billion. Metro counties were less dependent on travel generated employment, with travel spending in urban Oregon (Benton, Clackamas, Columbia, Deschutes, Jackson, Josephine, Lane, Linn, Marion, Multnomah, Polk, Washington, and Yamhill counties) producing almost 4 percent of its 2017 total employment. In rural Oregon counties, travel spending generated nearly 12 percent of its jobs in 2017. In Morrow County, travel spending generated just 2.5 percent of its 2017 employment total.

Morrow County
Direct Travel Impacts, 2017-2018p

			Average Annual Change
Spending (\$M)	2017	2018	2017-2018
Total (Current \$)	15.8	16.4	3.4%
Other	1.4	1.6	11.5%
Visitor	14.4	14.8	2.6%
Non-transportation	13.2	13.5	2.0%
Transportation	1.2	1.3	9.2%
Employment (Jobs)			
Employment	190	220	16.0%
Accom. & Food Serv.	130	160	23.1%
Arts, Ent. & Rec.	40	40	0.0%
Ground Tran.	0	0	
Other Travel	0	0	
Retail & Gas	20	20	0.0%
Visitor Spending by Commodity Purchased (\$M)			
Accommodations	4.1	4.2	2.4%
Arts, Ent. & Rec.	2.0	2.1	5.0%
Food Service	4.0	4.1	2.5%
Food Stores	1.5	1.6	6.7%
Local Tran. & Gas	1.2	1.3	8.3%
Retail Sales	1.5	1.5	0.0%
Total	14.4	14.8	2.8%

Source: Oregon Employment Department and Dean Runyan Associates, Oregon Travel Impacts (1992 - 2018p)

Direct travel spending in Morrow County totaled \$16.4 million in 2018 – an increase of \$0.6 million or 3.4 percent compared with 2017’s \$15.8 million. Overnight visitors represented the biggest slice of travel spending, shelling out \$11.8 million in 2018. Visitor spending split fairly evenly between accommodations, at \$4.2 million, and food services, at \$4.1 million. Together, accommodation and food services captured over half (56%) of Morrow County’s 2018 destination spending. Arts, entertainment, and recreation captured \$2.1 million in visitor spending (14%), while food stores generated \$1.6 million and retail sales brought in \$1.5 million.

Overnight Visitor Spending and Volume, 2018p

	Person Trips (Thousands)	Person Nights (Thousands)	Visitor Spending (\$Millions)
Hotel, Motel, STVR	54	90	\$8.1
Private Home	44	113	\$2.4
Other Overnight	23	67	\$1.3
All Overnight	121	269	\$11.8

Source: Oregon Employment Department and Dean Runyan Associates, Oregon Travel Impacts (1992 - 2018p)

Accommodation and food services dominated Morrow County's travel employment trends, producing 160 jobs in 2018, about 73 percent of the 220 generated by travel spending across all industries. Travel spending generated 40 jobs in arts, entertainment, and recreation, while retail (includes gasoline) produced 20. According to the report, travel spending generated about 2.5 percent of Morrow County's total employment in 2017.

Overnight travelers spent about \$98 in Morrow County per person, averaging \$44 per day over a 2.2 night length of stay. Traveling parties averaged 2.7 persons, spending \$117 per day or \$256 for the trip. Hotel, motel, and short-term vacation rental (STVR) stays generated much higher visitor expenditures than other types of overnight accommodation. Hotel, motel, and STVR guests spent \$150 per Morrow County trip while staying 1.7 nights. Party size in the hotel, motel, and STVR group averaged 2.5 persons, generating \$222 per day or \$369 per trip. According to the report, \$66,576 in 2018 visitor spending supported one job in Morrow County.

Average Expenditures for Overnight Visitors, 2018p

	<u>Travel Party</u>		<u>Person</u>		<u>Party</u>	<u>Length of</u>
	<u>Day</u>	<u>Trip</u>	<u>Day</u>	<u>Trip</u>	<u>Size</u>	<u>Stay (Nights)</u>
Hotel, Motel, STVR	\$222	\$369	\$90	\$150	2.5	1.7
Private Home	\$54	\$138	\$21	\$54	2.6	2.6
Other Overnight	\$67	\$190	\$20	\$58	3.3	2.9
All Overnight	\$117	\$256	\$44	\$98	2.7	2.2

Source: Oregon Employment Department and Dean Runyan Associates, Oregon Travel Impacts (1992 - 2018p)

PUBLIC NOTICE



Wheatridge Wind Energy Facility

Request for Comments on Request for Amendment 4 and Draft Proposed Order

Summary:

Date Notice Issued: July 25, 2019

Request: Amendment 4 (RFA4) of the Wheatridge Wind Energy Facility site certificate seeks approval to add area to the site boundary for construction and operation of photovoltaic solar energy facility components and distributed energy storage (battery) system sites. RFA4 also seeks to amend site certificate conditions.

Approved Facility Location: Central/east Morrow and northwest Umatilla counties (facility has not been constructed)

Proposed Location of RFA4 Facility Modifications:
Morrow County

Type A Amendment Review: This amendment request is subject to Type A review in accordance with Oregon Administrative Rule (OAR) Chapter 345 Division 27.

A written public comment period is now open on RFA4 and the Draft Proposed Order on RFA4.

Additionally, the Energy Facility Siting Council (Council or EFSC) will hold a public hearing with an opportunity to submit written and oral public comments on RFA4 and the Draft Proposed Order on RFA4:

Public Hearing

Date: August 22, 2019
Time: 5:00 p.m.
Location: Port of Morrow - Riverfront Room
2 Marine Drive NE
Boardman, Oregon 97818
Call-in: 1-877-873-8017
Passcode: 799345#

The Department will present the Draft Proposed Order to Council around 3:00 p.m., prior to the public hearing. For more information, please visit <https://tinyurl.com/EFSC-meetings>, where the meeting agenda will be posted no later than August 15, 2019.

Comment Deadline: September 9, 2019 5 p.m. (PDT)

Description of Approved Facility: The Wheatridge Wind Energy Facility (facility) is an approved, but not constructed, 500 MW wind facility. The facility is approved to include up to 292 wind turbines and related or supporting facilities including: up to two overhead parallel 230 kV transmission lines, an electrical collection system, collector substations, meteorological towers, communication and supervisory control and data acquisition systems, operations and maintenance buildings, 2 battery storage systems, new or improved access roads, and temporary construction areas. The current deadline to begin construction is May 24, 2020 and the deadline to complete construction is May 24, 2023.

Location of Facility: The facility site is approved to be located on approximately 13,097 acres of private land within Morrow and Umatilla counties. The energy facility site is divided into two groups, Wheatridge West and Wheatridge East. Wheatridge West is located entirely within Morrow County, bisected by Oregon Highway 207, approximately 5 miles northeast of Lexington and approximately 7 miles northwest of Heppner. Wheatridge East is located approximately 16 miles northeast of Heppner and includes land in both Morrow and Umatilla counties. Wheatridge West and Wheatridge East would be connected via a 230 kV transmission line or "intraconnection" transmission line. A map of the regional location of the facility site boundary is included within this notice. For detailed maps, please see RFA4 Exhibit C (available on the Department's website at: [Department's website](#) or visit our online mapping tool at <https://tinyurl.com/EFSCmap>).

Proposed Changes in Request for Amendment 4:

The certificate holder proposes to add 1,527 acres to the site boundary for construction and operation of two solar arrays with a generating capacity up to 150 megawatts (MW) comprised of solar modules, tracker systems, posts and related electrical equipment; and, up to 41 energy storage (battery) system sites distributed throughout the proposed solar arrays. RFA4 also seeks to amend site certificate conditions.

Comment Period and Public Hearing:

Written comments on RFA4 and the Draft Proposed Order must be received by the Oregon Department of Energy **by September 9, 2019**, and must be submitted in writing by mail, email, hand-delivery, or fax to:

Sarah Esterson, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301
Email: sarah.esterson@oregon.gov
Fax: 503-373-7806

Written or oral comments may be submitted at the public hearing. EFSC will not accept comments on RFA4 or the Draft Proposed Order on RFA4 after September 9, 2019 at 5 pm (PDT), the close of the record of the public hearing.

To be eligible to request to participate in a contested case on RFA4, a person must raise an issue either in person at the public hearing or in a written comment received by ODOE before the record closes on September 9, 2019 at the end of the public hearing.

Please note:

All comments submitted to ODOE may be disclosed to the public, subject to Oregon Public Records Laws (ORS Chapter 192). Public comments may be available on the ODOE webpage for the Wheatridge Wind Energy Facility as an attachment to the Proposed Order on RFA4, to be issued at a later date.

Comment submission does not register your contact information to receive future notices. If you would like to receive notices for this facility or any other EFSC facility, and have not already done so, please

follow the information in this notice to subscribe to the GovDelivery email notification list.

EFSC Review Process:

After EFSC has reviewed the Draft Proposed Order and considered all comments received on the record of the public hearing as described in this notice, ODOE will issue a Proposed Order. The Proposed Order shall recommend approval, modification, or denial of the first amended site certificate.

Upon issuance of the Proposed Order, ODOE will issue a notice of an opportunity to request a contested case to all persons who commented on the record of the public hearing of the Draft Proposed Order. This includes all individuals who submitted written comments to ODOE and all individuals who commented in person at the public hearing. Contested case requests must be submitted in writing to ODOE by a deadline that will be specified within that notice.

Only those individuals who comment on the record, either in writing or in person at the public hearing, may request a contested case. To properly raise an issue in a request for a contested case proceeding, the issue must be within the jurisdiction of EFSC and must be raised with sufficient specificity to afford EFSC, the Department and the certificate holder an opportunity to respond to the issue. The issue must raise a significant issue of fact or law that may affect EFSC's determination that the facility, with the change proposed by the amendment, meets applicable laws and EFSC standards included in OAR Chapter 345 Divisions 22, 23, and 24.

For more information related to the Proposed Order process and Requests for Contested Case under Type A Review, see [Oregon Administrative Rule 345-027-0071](#).

For more information relating to EFSC standards, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

Receipt of this Notice:

Please note that you may be receiving this notice for one or more of the following reasons:

1. The site boundary is within a farm zone and you own property within 500 feet of the site boundary. You will automatically receive all future notices on this facility.
2. You have previously signed up via GovDelivery or by contacting ODOE to receive notices related to the Wheatridge Wind Energy Facility or all EFSC project-related notices. You will automatically receive all future notices per your request or GovDelivery choices, unless you unsubscribe via GovDelivery or by contacting ODOE.

More Information:

Please contact Sarah Esterson, Senior Siting Analyst, at the email address or mailing address listed in this notice. More information about the facility and updates on the review process is available using any of the following options.

1) Oregon Department of Energy's webpage:

More details on the Wheatridge Wind Energy Facility, including the certificate holder's RFA4 and ODOE's Draft Proposed Order, are available online:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WRW.aspx>

Additional resources to help you participate in the state siting process:

<http://www.oregon.gov/energy/facilities-safety/facilities/pages/default.aspx>

2) Updates by email/mail:

Subscribe to GovDelivery, a self-managed, automated email system that sends notices and updates on the Wheatridge Wind Energy Facility and any or all other energy facilities and events under EFSC jurisdiction. For more information, please visit: <http://tinyurl.com/EFSC-email>. To receive notices by U.S. Mail, please contact Sarah Esterson.

3) In hardcopy:

Hard copies of RFA4 and ODOE's Draft Proposed Order are available for public inspection at:

Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Accessibility information:

ODOE is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Sean Mole at 503-934-4005, toll-free in Oregon at 800-221-8035, or email to sean.mole@oregon.gov

Figure 1: Wheatridge Wind Energy Facility Regional Location and Proposed Amended Site Boundary

