

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, September 4, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

- 1. Call to Order and Pledge of Allegiance:** 9:00 a.m.
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable September 5th; Void Check, July 26th, \$127.50; Two Manual Checks, August 19th, \$1,800 & August 30th, \$24,730.37; Payroll Payables, August 27th, \$178,030.55
 - b. Minutes: August 14th
 - c. Intergovernmental Agreement #DCJ-IGA-R-11358-2020 with Multnomah County for access to information on offenders monitored by Multnomah County
 - d. Resolution No. R-2019-18 - Adopting the Housing Strategies Report
 - e. Permit Applications to build on Right-of-Way from Umatilla Electric Cooperative: #OON, Frontage Road near the intersection with Bombing Range Road, Electric Transmission Line; #OOO, Homestead Lane near the intersection with Bombing Range Road, Electric Transmission Line; #OOP, Bombing Range Road near the intersection with Frontage Road, Electric Distribution Line; #OOQ, Lindsay West Road near the intersection with Bombing Range Road, Electric Transmission Line; #OOR, Bombing Range Road near the intersection with Homestead Lane, Electric Transmission Line; #OOS, Bombing Range Road near the intersection with Wilson Lane, Electric Distribution Line; #OOT, Little Juniper Lane near the intersection with Bombing Range Road, Electric Transmission Line
- 5. Department Reports**
 - a. Treasurer's Written Monthly Report submitted by Gayle Gutierrez
- 6. Business Items**
 - a. Review Draft Comment Letters – Wheatridge Amendment 4, Draft Proposed Order & Army Corps of Engineers Mid-Columbia River Regional Master Plan (Stephen Wrecsics, GIS Planning Tech)
 - b. Presentation – Proposed Parks Reservation System (Kate Knop, Finance Director; Sandi Pointer, Public Works)
 - c. Eastern Oregon Counties Association Dues Invoice
 - d. Review Updated Employment Application (Karmen Carlson, Human Resources Director)
 - e. Reclassification Request Update (Karmen Carlson)
 - f. Request to form committee to revise Reclassification Policy (Karmen Carlson)
 - g. Collective Bargaining Team for Retirement Plan Redesign (Darrell Green, Administrator)
 - h. Irrigon Building Update

- i. Discussion – Local Representation on Governor’s Interview Panel for Morrow County Justice of the Peace Vacancy (Darrell Green)
- 7. Department Reports, continued**
 - a. Administrator’s Monthly Report (Darrell Green)
 - b. Sheriff’s Office Monthly Report (Melissa Ross, Administrative Lieutenant)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 11. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
August 14, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

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

City & Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Permit Application #OOL was removed for discussion.

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

1. *Accounts Payable, August 15th, \$126,242.98; Retirement Taxes, August 8th, \$20,563.41*

2. *Minutes: July 17th*

3. *Contract with Kirby Nagelhout Construction for Bartholomew Building Lower Level*

Remodel Project, \$77,629, and authorize Chair Doherty to sign on behalf of the County

Commissioner Russell seconded. Unanimous approval. Unanimous approval.

Permit Application #OOL from Umatilla Electric Cooperative for a 115kV electric transmission line at Olson Road, .75 miles from intersection with Wilson Lane

Chair Doherty said as meetings continue between the involved parties and the County's Planning and Road Departments, it might be worthwhile to table this as they work through potentially re-engineering and resubmitting this permit.

Chair Doherty moved to table Permit Application #OOL from Umatilla Electric. Commissioner Lindsay noted there were no conditions within the permit to indicate it was temporary. She said it was important to clarify that and that input should be received from Public Works Director Matt Scrivner; she then seconded the motion. Brief discussion. Commissioner Russell called for the question. Unanimous approval.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said any time a building will be demolished, an asbestos survey is necessary. To that end, he initiated contact with several asbestos removal companies. He also began researching

State-contracted companies that provide furniture, and working on the overall procurement schedule for the project.

2019-2021 Intergovernmental Agreement #5854 with the Department of Corrections for Correctional Services

Lieutenant Dan Robbins, Director, Parole & Probation

Lt. Robbins requested the Board approve the IGA from the Department of Corrections that supports Morrow County's Parole & Probation Division.

Commissioner Russell moved to approve Intergovernmental Agreement #5854 with the Department of Corrections, effective July 1, 2019 until June 30, 2021; amount \$1,160,562; and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Lindsay asked Lt. Robbins to provide semi-annual updates to the Board, similar to the updates he provides to the Local Public Safety Coordinating Council (LPSCC).

Reclassification Appeal Committee Recommendation

Karmen Carlson, Human Resources Director

Ms. Carlson requested the Board concur with the findings of the Appeal Committee regarding one of the requests for reclassification (two were received this year). The Appeal Committee recommended the position remain at its current placement on the AFSCME General Scale, Pay Range 8. Ms. Carlson reviewed the methodology of the Appeal Committee in reaching its recommendation. As the next step in the process, Ms. Carlson said she will send a Final Notice of Decision to the employee about today's findings. The employee will then have 30 days upon delivery of that notice to request an appeal to the Board of Commissioners.

The Commissioners agreed the update to this policy that is currently taking place was very much needed as the process has been quite "convoluted."

Commissioner Russell and Chair Doherty concurred with the findings of the Appeal Committee.

Commissioner Lindsay said to concur with the decision was to already make a decision, and as the appeal body tasked with the final decision, how could they already make that decision? She said she stood behind non-concurrence. Furthermore, Commissioner Lindsay asked how she could agree with a decision without reviewing all the information that led to the Appeal Committee's recommendation.

Grants to Cities Discussion

The Fiscal Year 2019-2020 Budget included \$400,000 for Grants to Cities, those being the County's five incorporated cities/towns: Boardman, Heppner, Ione, Irrigon and Lexington. During the discussion, Chair Doherty and Commissioner Russell commented they were in favor of using the same distribution formula as the previous few years.

Commissioner Russell moved to distribute the \$400,000 using the formula of 50% based on population and 50% to be split evenly between the five entities; and authorize the Finance Director to send the checks. Commissioner Lindsay said the funds in prior years were distributed based roughly on the 60/40 formula, but seconded the motion for discussion. It was requested Finance Director Kate Knop join the meeting. Commissioner Lindsay also suggested the motion include the caveat that funds must be used for infrastructure. Ms. Knop verified the funds were distributed based approximately on the 60/40 split. Commissioner Russell said he wanted to be consistent with previous years and moved to amend his motion to strike the 50/50 split and distribute it in a consistent manner as past practice: 37.5%, or \$150,000, to be distributed based on population; and 62.5%, or \$250,000, to be split evenly, resulting in the following totals: \$123,118 to Boardman; \$75,661 to Heppner; \$56,539 to Ione; \$89,432 to Irrigon; and \$55,251 to Lexington. Commissioner Lindsay seconded the amendment. Chair Doherty said the five entities need to understand the County never knows when there may be higher needs that have to be supported...the dollars that supported a lot of these things can be shifted. Vote on the amended motion: unanimous approval.

Department Reports

Veterans Services Office

The written report submitted by Veterans Services Officer Linda Skendzel was reviewed. Commissioner Lindsay said the County received additional suicide prevention funds in the amount of \$3,000. Ms. Skendzel is planning a one-time event and the Board will be updated as details are firmed up, said Commissioner Lindsay.

Correspondence

- Oregon by the Numbers – Key measures for Oregon and its counties (a publication of the Ford Family Foundation and Oregon State University Extension Service)
- Community Action Program of East Central Oregon (CAPECO) 2018 Community Needs Assessment

Commissioner Reports

- Chair Doherty said the Eastern Oregon Counties Association (EOCA) will meet in Pendleton on August 26th where dues will be a discussion item. The Commissioners requested staff notice it as a public meeting since a quorum will attend.
- Commissioner Russell discussed the Association of Oregon Counties (AOC) Board Retreat he attended in Oregon City.
- Commissioner Lindsay reported on a meeting with Roy Blaine, Trial Court Administrator for Morrow & Umatilla Counties. They discussed the use of the space on the second floor of the Courthouse in light of the fact the County did not receive any State funding for Courthouse improvements. While the County transitions to a new Justice of the Peace, there's an opportunity to discuss what works and what doesn't in that space, she said. Meetings will continue. Commissioner Lindsay said meetings surrounding road use agreements occupied a great deal of her time, as well as that of staff members. She

said the talks are nearing the point of no return where the other parties can either take it or leave it.

- Chair Doherty said there were several questions regarding the Columbia Development Authority (CDA) at last week's meeting when Commissioner Russell was not present. Commissioner Russell, who serves as Chair of the CDA Board, took the time to answer those questions. They mainly pertained to the role the CDA will play once the Umatilla Army Depot land is turned over to the five entities (Morrow & Umatilla Counties, Ports of Morrow & Umatilla, and the Confederated Tribes of the Umatilla Indian Reservation).

Break: 10:30-10:40 a.m.

10:40 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

10:52 a.m. Closed Executive Session

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

11:03 a.m. Closed Executive Session

Signing of documents

Adjourned: 11:15 a.m.

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

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

Multnomah County developed and maintains a dashboard on the Google Sites platform, allowing access to and management of reports on information stored on offenders monitored by Multnomah Department of Community Justice. Multnomah is willing to provide access to the Dashboard, they will host and backup Partner (Morrow County Parole & Probation) data inputted into the Dashboard to create reports.

See Exhibit 1, Page 13 of the IGA.

2. FISCAL IMPACT:

\$287.82 Year 1 and \$287.82 year 2.

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

Suggest Board of Commissioners sign the IGA with Multnomah County.

Attach additional background documentation as needed.



INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

This INTERGOVERNMENTAL AGREEMENT ("Contract") is between MULTNOMAH COUNTY ("Multnomah") and Morrow COUNTY ("Partner"), each of whom is a "Party" and collectively they are the "Parties." The effective date of the Contract will be July 1, 2019 ("Effective Date"). Unless earlier terminated as provided below, the termination date will be June 30, 2021. Capitalized terms are defined in Schedule A.

MORROW COUNTY

Representative: Dan Robbins
Address: PO Box 130
City, State, Zip: Irrigon OR 97844
Email: dan.l.robbs@cc.doc.state.or.us
Phone: (541) 922-4103
Fax: _____

MULTNOMAH COUNTY

Representative: Theresa Marchetti
Address: 501 SE Hawthorne Blvd., Suite 250
City, State, Zip: Portland, OR 97214
Email: theresa.marchetti@multco.us
Phone: (503) 988-8103
Fax: _____

The Contract governs the rights and responsibilities between the Parties with regard to the transaction described in Exhibit 1. The Contract includes this cover page ("Cover Page"), the Standard Terms and Conditions, below, and the terms and conditions contained in the following schedules and exhibits:

SCHEDULES		EXHIBITS	
SCHEDULE	DESCRIPTION	EXHIBIT	DESCRIPTION
A	<i>Definitions</i>	1	<i>Statement of Deliverables and Technical Statement of Work</i>
B	<i>Consulting and Implementation</i>	2	Reserved
C	<i>Ownership, Subscription, and Licensing</i>	3	Reserved
D	<i>Maintenance, Support, and Service Levels</i>	3a	Reserved
E	Reserved	4	Reserved
F	<i>Confidentiality, Privacy, and Security</i>	5	<i>Accounts Payable Electronic Payment Authorization</i>
G	<i>Compliance</i>	6	<i>Criminal History Record Check Authorization</i>
H	Reserved	7	Reserved
I	Reserved	8	Reserved

The information contained in the following attachments are not incorporated into the Contract but are offered as guidance relevant to the Parties standards and expectations regarding performances under the Contract.

ATTACHMENTS	
ATTACHMENT	DESCRIPTION
I	<i>Invoice/Budget forms</i>
II	Reserved
III	Reserved
IV	Reserved

Order of Precedence. In the event of any inconsistency between any of the documents constituting the Contract, the following order of precedence will apply: (a) Cover Page; (b) Standard Terms and Conditions and Schedule A; (c) Exhibit 1; (d) Schedules B through G and I, and Exhibit 3; (e) Schedule H; and (g) the terms and conditions of all other exhibits and documents incorporated into the Contract. No additional or conflicting terms stated on any order form, invoice, packing slip or similar documentation, website, or published or provided materials will apply unless expressly agreed to in writing. The Contract may only be amended or supplemented by a writing that: is signed by a duly authorized representative of each Party; clearly recites the Parties' understanding and intent to amend the Contract; and clearly and with specificity describes the terms to be amended or supplemented.

Notice. The contact information provided above will be used for any notice or other communication required or permitted in the Contract, except as otherwise provided. Such notices will be in writing and deemed received immediately, if sent by fax or email, or within three days of the date sent, if by mail.

INTERGOVERNMENTAL AGREEMENT
Contract Number: DCJ-IGA-R-11358-2020

The Contract may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Contract made by reliable means is considered an original.

MORROW COUNTY SIGNATURE

I have read this Contract including the attached schedules and exhibits. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the Multnomah until signed by the Chair or the Chair's designee.

Multnomah County Chair or Designee: _____ N/A _____ Date: _____

Department Director Review (optional):

Director or Designee: Jim Jim for Gina Pruitt _____ Date: 7/17/19 _____

Multnomah County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: /s/William Glasson _____ Date: 7/8/19 _____



INTERGOVERNMENTAL AGREEMENT

STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS ("T&Cs") set forth the general terms between the Parties to the Intergovernmental Agreement ("Contract").

1. **Statement of Performance.** Multnomah will provide the Deliverables described in Exhibit 1.

2. **Performance Terms; Default.** Time is of the essence in the performance of the Contract. The failure of either Party to enforce any Contract provision will not constitute a waiver by that Party of that or any other provision. Waiver of any default under this Contract by either Party will not be deemed to be a waiver of any subsequent default or a Contract modification. Unless a Material Default, a Party has 15 business days after receiving written notice thereof to cure a Contract breach.

3. **Payment and Taxes.** Except as otherwise provided in the Contract, Partner agrees to pay Multnomah all sums set forth in Exhibit 1. Multnomah will invoice Partner for all sums owed not less than 60 days prior to the due date. Partner will make payment on undisputed, sufficiently detailed invoices by check or EFT. Late payments on undisputed and invoiced amounts accrue interest at 1% per year.

4. **Term and Termination.** The Contract's Term will be as described in Exhibit 1. The Contract may be terminated: (a) at any time by mutual written agreement the Parties; (b) at any time after a Party has failed to cure a breach of the Contract after receiving 15 days written notice from the non-breaching Party; (c) by a Party immediately after providing written notice to the other of a Material Default by the other Party; and (d) by either Party after providing 30 days written notice to the other.

5. **Effect of Termination, Remedies.** Upon termination pursuant to Section 4, Partner will pay Multnomah such amounts owed under Exhibit 1 for performance rendered prior to the termination date if such performance was in accordance with the Contract. Termination will not result in a waiver of any remedy, legal or equitable, to which a Party may be entitled, or any claim a Party may have against the other.

6. **Limitation of Liability.** Except as otherwise provided, neither Party will be liable for special, incidental, indirect or consequential damages arising under the Contract.

7. **Authority to Contract, Perform.** Each Party represents and warrants that: (a) it has the power and authority to enter into and perform the Contract; and (b) the Contract, when executed

and delivered, will be a valid and binding obligation, enforceable in accordance with its terms. A breach of this Section 8 is a Material Default.

8. **No Assignment, Third-Party Beneficiaries.** Neither Party may assign its interest in the Contract to a third-party without the other's prior written consent. The Contract binds and inures to the benefit of the Parties and their successors and assigns. Nothing in this Contract gives or provides any benefit or right to any non-party unless such third-persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

9. **Public Records Law.** The Contract and all disclosures under its terms are Records and subject to application of the Public Records Law.

10. **Parties' Relationship; Non-exclusivity.** The Parties agree that each is an independent entity, and Multnomah is an independent contractor of Partner. This Contract does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties.

11. **Access to Records.** The Parties will retain, maintain, and keep accessible all Records for a minimum of seven years following Contract termination, unless a longer period of time is required under law. The Parties will maintain financial Records in accordance with generally accepted accounting principles.

12. **Governing Law, Venue.** The Contract will be interpreted and enforced according to the laws of the State of Oregon and the ordinances of Multnomah County, Oregon. Any Proceeding arising under the Contract must be brought in Multnomah County, Oregon.

13. **General.** The Contract sets forth the entire agreement of the Parties, and supersedes all prior communications, oral or written. The invalidity of any term or provision will not affect the validity of any other provision. The doctrine of *contra proferentem* may not be applied to the Contract. All provisions that by their nature should survive Contract termination or expiration of the Term will so survive.



INTERGOVERNMENTAL AGREEMENT Schedule A: Definitions

This SCHEDULE 1: DEFINITIONS is attached and made a part of the Intergovernmental Agreement ("Contract"), and unless otherwise expressly provided will take precedence over all other documents in the event of conflicting terms.

1. "Authorized Representatives" are employees designated by each Party as their respective authorized agents for communications under the Contract.
2. "Business Associate" is defined under 45 CFR 160.103.
3. "Contract" means the Cover Page, the Standard Terms and Conditions, and all schedules and exhibits incorporated by reference.
4. "Covered Entity" is defined under 45 CFR 160.103.
5. "Deliverables" refers, collectively, to the Goods, SaaS, Services, and Works to be provided under the Contract.
6. "Effective Date" is the date on which the Contract is enforceable.
7. "Exhibit 1" refers to each Exhibit 1 and Change Order, as described in Schedule B, signed by the Parties.
8. "Good" means the tangible or intangible assets to which Partner will receive certain rights, title, and interest from Multnomah, and that Multnomah will otherwise sell or license to Partner under the Contract and as set forth in Exhibit 1.
9. "Information System" is an electronic system for storing, processing, and exchanging information. Information System includes, without limitation, smartphones, computers, servers, and the software, services, and data existing thereon.
10. "Malicious Code" is code introduced into an Information System that is intended to alter, harm, or damage, or otherwise cause undesired changes to the system. Examples of Malicious Code include computer viruses, worms, Trojan horses, time bombs, time locks, trap door devices, or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms.
11. "Material Default" means a breach of a Contract provision for which the Contract provides no right to cure. A Material Default vests in the non-breaching Party the right to immediately terminate the Contract and seek any remedies and relief available as a result of the breach.
12. "Personally Identifiable Information" or "PII" is defined in ORS 646A.602.
13. "Proceeding" means any actual, threatened, pending or completed dispute, investigation, or inquiry, whether civil, criminal, administrative or investigative, implicating a matter arising under or related to the Contract.
14. "Protected Data" is information whose use, exchange, transmission, and storage, is restricted under state or federal law, administrative rule, or policy. Protected Data includes, without limitation, PII, PHI, criminal history record information (defined in 28 CFR 20.3(d)), and financial information.
15. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103 and applies to the original data and to any health data derived or extracted from the original data that has not been de-identified. PHI does not include information of an individual that has been deceased for more than 50 years.
16. "Public Records Law" means the Oregon Public Records Law, including ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.710, and laws incorporated by reference.
17. "Record" means information prepared, owned, used, or retained by either Party, and pertaining to a Party's operations and business, that is inscribed on a tangible medium, commonly a document, or that is stored in an electronic or other medium and is retrievable in perceivable form.
18. "SaaS" means software-as-a-service and refers to the software services, including data storage, hosted on Information Systems controlled by Multnomah that Partner accesses via rights granted by Multnomah, and otherwise set forth in Exhibit 1.
19. "Services" means the professional, technical, creative, technology and/or other services that Multnomah will provide to Partner under the Contract as set forth in Exhibit 1.
20. "Taxes" means taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.
21. "Term" begins on the Effective Date and means the period of time during which the Contract is in effect and as set forth in the Contract at Exhibit 1.
22. "Users" are individuals or entities authorized by Partner to access and use a Good, Service, or Work. The classes of Users under the Contract are:
 - a. "End-Users" are Users who employ a Good, Service, or Work's functionality for Partner's benefit and not for further distribution.
 - b. "IT-Users" are Users responsible for providing technical services related to the Good(s), Service(s), or Work(s), and otherwise supporting End-Users.
23. "Works" means the bespoke tangible or intangible deliverables that Multnomah will develop for and provide to Partner under the Contract and as set forth in Exhibit 1.

INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

Schedule B: Consulting and Implementation

This SCHEDULE B: CONSULTING AND IMPLEMENTATION is attached and incorporated into the Intergovernmental Agreement ("Contract").

1. **Deliverables.** Multnomah will provide Partner with access to the Deliverables according to the schedule outlined in Exhibit 1. Except as otherwise provided in Exhibit 1, Multnomah will furnish all labor, equipment, and tangible and intangible materials necessary for delivery of the Deliverables. Terms governing ownership and use of the Deliverables are set forth in Schedule C.
2. **Representatives.** Communications between the Parties will be channeled through the Authorized Representatives.
3. **Change Control.** The Deliverables to be provided pursuant to Exhibit 1 may be amended from time to time, as mutually agreed by the Parties. Any such amendment will use the change control procedures set forth in Exhibit 1; or, in the event no change control procedure is specified, the change control procedure outlined below.
 - a. When a Party desires a change to Exhibit 1, that Party will prepare a written document (a "Change Order") describing in reasonable detail its proposed changes, to include, at a minimum, any changes in cost, schedule, and impact, if any, to the project, and will submit the proposed Change Order to the other Party for approval.
 - b. A Change Order will only become effective, thereby amending Exhibit 1, when signed by the Parties.
4. **Reserved.**
5. **Periodic Meetings, Reports.** The Parties' respective Authorized Representative or their delegates shall periodically review Exhibit 1, their performance relative to milestones or benchmarks provided in Exhibit 1, the project scope, and Multnomah's progress on the project. Partner may request that Multnomah provide a report, no more than once per month, describing its progress relative to milestones or benchmarks in Exhibit 1.
6. **Parties' Collaboration.** Partner understands and agrees that Multnomah's ability to provide certain Deliverables may rely on collaboration with Partner personnel. Exhibit 1 will describe such collaboration.
7. **Completion of Services; Delivery of Works.** Exhibit 1 will set forth the criteria agreed between the Parties for evaluating whether the Services and Works provided are acceptable to Partner.
8. **Ability to Perform.** Each Party represents to the other that no other commitment prevents or restricts it from fulfilling its obligations under the Contract.



INTERGOVERNMENTAL AGREEMENT
Contract Number: DCJ-IGA-R-11358-2020
Schedule C: Ownership, Subscription, and Licensing

This SCHEDULE C: OWNERSHIP, SUBSCRIPTION, AND LICENSING is attached and incorporated into the Intergovernmental Agreement ("Contract").

1. **Ownership of Deliverables.** Unless otherwise provided in Exhibit 1, the ownership of Deliverables is as follows.

a. **SaaS.** Deliverables that are SaaS are licensed, not sold, by Multnomah to Partner. Multnomah retains ownership of the copyright, title and ownership of such SaaS software and any accompanying written materials, including all intellectual property (IP) rights therein, regardless of the form or media in or on which the original and other copies may exist.

b. **Reserved.**

c. **Reserved.**

2. **Subscription to SaaS.** This Section 2 of Schedule C sets forth the general terms under which Multnomah licenses SaaS to Partner. Partner's access to SaaS will continue through the Term.

a. **Access.** Partner is solely responsible for any other charges or expenses it incurs to access or use the SaaS, including without limitation, carrier line and equipment charges, and fees charged by vendors of third-party products.

b. **License(s).** Unless otherwise provided in Exhibit 1, Multnomah grants Partner a renewable, nonexclusive, and worldwide right for Users to access and use the SaaS. Other than those limitations described in Exhibit 1, Users will have unrestricted access to and use of the SaaS. The number of permitted Users is described in Exhibit 1.

If Multnomah will host Partner data, Partner grants to Multnomah a limited license to collect, process, store, generate, and display Partner data only to the extent necessary to provide the SaaS. Multnomah will: (i) keep and maintain Partner data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Partner data solely and exclusively for

the purpose of providing the SaaS, such use and disclosure being in accordance with this Contract and applicable law; and, (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Partner data for Multnomah's own purposes or for the benefit of anyone other than Partner without Partner's prior written consent.

c. **Subscription Level.** The number of Users stated in Exhibit 1 may access the SaaS.

d. **Control and Location of SaaS.** The method and means of providing the SaaS is under Multnomah's exclusive control, management, and supervision, giving due consideration to Partner's requests. Except as otherwise specified in Exhibit 1, the SaaS will be provided solely from within the continental United States and on Information Systems residing therein.

e. **Backup and Storage.** The SaaS will include any applicable allocation of base data storage described in Exhibit 1.

f. **Reserved.**

g. **Reserved.**

h. **No Effect of Click-Through Terms.** Where Users are required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the SaaS, such terms and conditions are not binding and will have no force or effect.

i. **Reserved.**

j. **Reserved.**

3. **Reserved.**



INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

Schedule D: Maintenance & Support and Service Levels

This SCHEDULE D: MAINTENANCE & SUPPORT AND SERVICE LEVELS is attached and incorporated into the Intergovernmental Agreement ("Contract").

1. **Maintenance & Support.** Unless otherwise provided in Exhibit 1, all maintenance and support services provided under the Contract will be provided consistent with the terms of this Schedule D.

a. **Definitions.** As used in this Schedule D, the following capitalized terms are defined as follows.

i. "Essential Functionality" means any operational aspect of a Deliverable that is required for immediate and ongoing business continuity by one or more Users and which, if interrupted, adversely impacts Partner business.

ii. "Maintenance" refers to: (A) periodic or routine modifications Multnomah makes to a Deliverable that are intended to improve or maintain the product or service's existing functionality, such as bug fixes and work-arounds, and compatibility with subsequent other products or services; and (B) the work product from such modifications. Maintenance includes providing installation software, instruction for use, and other installation and configuration assistance, to IT-Users. Maintenance does not include new versions of a Deliverable that contains new or significantly enhanced functions, and significantly improved performance, achieved through changes in design, coding, manufacture, materials, or delivery.

iii. "Problems" are instances caused by errors, bugs, defects, interruptions, or other deficiency with a non-Partner technology resource, where a Deliverable fails to function in an expected or prescribed manner. The classes of Problems recognized under the Contract are as follows:

A. "Minor" Problems cause only minor inconvenience that do not materially affect Partner's ability to use a Deliverable, and do not render the product or service non-conforming with the Contract. Examples of Minor Problems include formatting errors, misspellings, and bugs affecting non-Essential Functionality for which a reasonable workaround or circumvention is immediately available.

B. "Significant" Problems repeatedly disrupt the Essential Functionality of a Deliverable, and may render the product or service non-conforming with the Contract. Significant Problems frustrate or prevent one or more Users from performing their respective Partner tasks. Examples of Significant Problems are errors causing products or services to be unavailable or available only at a reduced performance level, or the loss or corruption of non-mission-critical data.

C. "Critical" Problems repeatedly disrupt the Essential Functionality of a Deliverable, rendering the product or service non-conforming with the Contract, and causing the complete failure or unavailability of a mission-critical function or resource.

iv. "Support" services are assistance Multnomah provides to resolve issues preventing Users from realizing full use, functionality, accessibility, and benefits, from a Deliverable. The Support services offered under the Contract are as follows:

A. "Level 1" Support is provided to End-Users to address basic usability issues and questions, such as: operator errors; account creation, setup or access; and workflow questions. Level 1 Support includes issue analysis; assistance with service or product issues; issue resolution; and preventive or corrective service information.

B. "Level 2" Support is provided primarily to IT-Users to address more advanced or technical support issues, including administrator-level setup, configuration, and administration questions; efforts to identify, analyze, or reproduce Problems; and documenting issues or Problems for the purposes of escalating same for Level 3 Support response.

C. "Level 3" Support is provided exclusively to IT-Users to address technical and developer-level issues, such as Problems. This includes attempts to provide Problem correction or circumvention or notification that no correction or circumvention is available.

b. **Scope of Maintenance Services.** Unless otherwise provided in Exhibit 1, and during the Term, Multnomah will provide Maintenance to Partner at no additional charge. As reasonably possible, Multnomah will provide Partner with not less than 60 days advanced written notice if Maintenance will require Partner to install or implement software owned or licensed by a third-party.

c. **Scope of Support Services.** Multnomah will provide Support services to Partner as provided in Exhibit 1 and as follows.

i. **Level 1 Support.** During the Term, Multnomah will provide Level 1 Support to Users. Multnomah may elect to provide Level 1 Support through a limited number of "super" End-Users identified by Partner.

ii. **Level 2 Support.** During the Term, Multnomah will provide Level 2 Support to IT-Users.

iii. **Level 3 Support.** During the Term, Multnomah will provide Level 3 Support to IT-Users.

d. **Excluded Services.** Unless otherwise provided in Exhibit 1, Maintenance and Support services do not include development, consulting, or technical training. Multnomah will provide Partner with a written quote for any additional tasks derived from a Support request not specified hereunder. Partner

may request Support services in addition to those provided herein by preparing a Change Order as set forth in Exhibit 1.

e. **Multnomah Support Obligations.**

i. **Support Access and Tracking.** Consistent with the requirements of a particular Support level, Users may solicit Support services by contacting Multnomah via its Authorized Representative.

ii. **Support Level Determination.** Multnomah in its sole and reasonable discretion will determine whether a support ticket submitted by Partner raises a Level 1, Level 2, or Level 3 Support issue. Notwithstanding the foregoing, and at a minimum, reports of, and tickets describing, a Significant Problem will be supported as Level 2 Support incident, and Critical Problems will be supported as a Level 3 Support incident.

iii. **Reserved.**

iv. **Reserved.**

f. **Partner Support Obligations.**

i. **Internal Helpdesk.** Partner will establish and maintain an internal helpdesk to be the first and primary point of contact and communication for End-Users for Level 1 and Level 2 Support issues.

ii. **Training.** Partner will provide training on using the SaaS to its End-Users.

iii. **VPN Access.** Partner will allow reasonable and necessary remote access by Multnomah to Partner's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol. Partner and Multnomah are jointly responsible for supporting and maintaining the VPN connection between the Dashboard and Partner's Information Systems.

iv. **Documenting Problems.** Partner will ensure Users document a Problem in writing with sufficient information to reasonably recreate the Problem or otherwise clearly and

convincingly document its occurrence; including, but not limited to, the operating environment, data set, user, or any other such pertinent information that Multnomah may reasonably request. Partner will deliver such information to Multnomah concurrently with its notification of a Problem.

v. **File Download Process.** Partner will maintain and support the file download process between the Department of Corrections ("DOC") and Partner, including resolving any issues arising during such file downloads.

vi. **Physical and Virtual Servers.** Partner will maintain and support any physical and virtual servers on which files downloaded from DOC are stored.

2. **Service Levels.** Unless otherwise provided in Exhibit 1, Multnomah will ensure Maintenance and Support services meet the following service levels with regard to the Deliverables.

a. **Services Uptime.** SaaS will be available to Users for normal use of their full scope of functions and resources not less than 90% of Partner's regular business hours during the Term.

b. **Availability.**

i. **Maintenance.** Maintenance will be available to Partner within five business days of the date on which Multnomah releases a routine modification for use by any of its users or customers.

ii. **Support Services.** During the Term, the availability of Support levels will be as follows.

A. **Level 1 Support and Minor Problems.** Level 1 Support will be available during Multnomah's regular business hours.

B. **Level 2 Support and Significant Problems.** Level 2 Support will be available during Multnomah's regular business hours.

C. **Level 3 Support and Critical Problems.** Level 3 Support will be available during Multnomah's regular business hours.



INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

Schedule F: Confidentiality, Privacy, and Security

This SCHEDULE F: CONFIDENTIALITY, PRIVACY, AND SECURITY is attached and incorporated into the Intergovernmental Agreement ("Contract"). A breach of this Schedule F is a Material Default.

1. **Public Records Law.** As custodians of Records under ORS 192.311(2), and public bodies responsible under ORS 192.318(2) and ORS 192.411(2) with responding to public records requests, the Parties must respond to public records requests concerning Records – which includes the Contract and related documentation. If either Party asserts that any Records, including some or all of the Contract, disclosed hereunder meets the statutory requirements under the Public Records Law for one or more exemptions and wishes that an exemption be asserted to prevent public disclosure of any Record, it will: (i) notify the other of its assertion; (ii) identify with adequate specificity the Records to which it asserts an exemption applies and the basis for such assertion; and (iii) as commercially practical, mark with the words "DISCLOSURE EXEMPT" all Records containing information that it desires not be publicly disclosed. Any disclosure by either Party of a Record, in whole or in part, will not be a breach of the Contract if such disclosure was pursuant to a request under the Public Records Law that is required based on court order, reasonable interpretation of the Public Records Law, related case law, public record orders of the Oregon Attorney General, or the Attorney General's then current edition of the Public Records and Meetings Manual.

2. Confidentiality.

a. "Confidential Information" means the non-public information of either Party relating to its business activities, operations, financial affairs, technology, marketing or sales plans, or other information marked "PROPRIETARY" or "CONFIDENTIAL" or "DISCLOSURE EXEMPT", that is disclosed to, and received by, the other Party under this Contract. "Confidential Information" does not include Protected Data.

b. The Parties acknowledge and agree: (i) to exercise the same degree of care and protection, but no less than a reasonable degree of care and protection, over the other Party's Confidential Information and Protected Data as each Party exercises with respect to its own similar information; (ii) that all Confidential Information disclosed pursuant to the Contract should be considered confidential and proprietary; (iii) not to use any Confidential Information or Protected Data during the Term and for two years thereafter for any purpose other than as permitted under the Contract; (iv) not to disclose or provide any Confidential Information or Protected Data to any third-party, except as expressly authorized in writing or required by law; (v) not to remove or destroy any proprietary markings on the Confidential Information; and (vi) to return or destroy all of the other Party's Confidential Information on the expiration or termination of the Contract, unless prohibited by law.

c. The Contract does not require the Parties to protect information that: (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either Party; (iii) is disclosed to either Party by a third-party that breaches no confidentiality obligation through that disclosure; (iv) is developed independently by either Party without reference to or use of Confidential Information; or (v) is required to be disclosed by law or to a government authority.

d. Disclosure by either Party of Confidential Information or Protected Data to its professional advisors, employees, agents, affiliates, subsidiaries, subcontractors, and consultants is authorized only to the extent: (i) such disclosure is necessary to enable the performance of its obligations under the Contract; and (ii) such parties receiving Confidential Information are comparably bound to safeguard and keep confidential such information.

3. **Data Sharing.** Except as otherwise provided in Exhibit 1 at Section 3, the following terms govern the Parties' use of data exchanged under the Contract.

a. **Data to be Shared.** The Parties agree to share the data identified in Exhibit 1 at Section 3, subject to the terms and conditions in the Contract.

b. **Data Controls.** Unless otherwise provided in the Contract, the Parties agree to disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws.

c. Data License and Ownership.

i. **License.** Except for Confidential Information and Protected Data and as otherwise provided in the Contract, each Party grants to the other a license to access the data identified in Exhibit 1 at Section 3 for the purposes described in Exhibit 1. Use of Confidential Information is addressed in this Schedule F at Section 2, as applicable. Use of Protected Data is addressed in Exhibit 1, as applicable.

ii. **Ownership.** All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

4. **Information Security.** Each Party acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and ensure continuity of access to Information Systems and Records. Without limitation, the technical safeguards will incorporate industry recognized system hardening techniques. The Parties will at least annually audit their safeguards to ensure all Information Systems within their respective control and involved in storing, using, or transmitting Protected Data, are secure and protect the data from unauthorized disclosure, modification, or destruction. Where a Party, or their employees, agents, third-party processors, or permitted subcontractors, have access to the other Party's Information System(s), Records, or facilities, the Party with such access will comply with the following:

a. **Security Undertaking.** Without limiting the obligation of confidentiality described in this Schedule F at Section 2, the Parties will be responsible for establishing and maintaining an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) ensure the security and confidentiality of the Information System(s); (ii) protect against any anticipated threats or hazards to the security or integrity of the Information System(s); (iii) protect against unauthorized access, modification, or use of the Information System(s); (iv) ensure the proper disposal of data stored or exchanged on the Information System(s); and (v) ensure that all employees, agents, permitted subcontractors of Multnomah, and third-party processors, if any, comply with all of the foregoing.

b. **Access Controls.** Each Party will take necessary and reasonable precautions to appropriately limit access by their respective employees, agents, affiliates, subcontractors, and other representatives to the other Party's Information Systems. If a Party will have access to the other's premises, that Party will employ such precautions to also limit access to such premises, including immediately notifying the Party in the event a representative assigned to a project requiring onsite access has been terminated, and assisting the other Party with the recovery of any data, access credentials, or technology in a terminated representative's possession following termination or completion of the services.

c. **Reserved.**

5. **Reserved.**

6. **Access to Protected Data.** In the event a Party will have access to the other's Protected Data, whether in electronic or paper form, the Party with access to Protected Data agrees to institute and maintain safeguards or restrictions that effectively:

a. restricts and controls access to facilities housing Information Systems or paper documents containing Protected Data, or hosting SaaS used to process Protected Data, including establishing and observing effective procedures for tracking access and chain of custody thereof;

b. limits the access, use, disclosure, and dissemination of data to authorized purposes and to those authorized individuals that need access to Protected Data;

c. requires that all individuals prior to receiving access to Protected Data submit to and pass, based on the process and criteria set forth in OAR 407-007-0030 through 407-007-0060, a criminal history records check, or a substantively similar background check, that includes a state of residency and national fingerprint based record check;

d. prevents Protected Data from being loaded onto portable computing devices or portable storage components or media unless necessary under the Contract and adequate security measures are in place to ensure the integrity and security of the data, including without limitation: (i) a policy on physical security for such devices to minimize the risks of theft and unauthorized access; (ii) a policy prohibiting viewing Protected Data in public or common areas; (iii) ensuring all such portable computing devices have anti-virus software, personal firewalls, and system password protection; (iv) ensuring the Protected Data stored on portable computing or storage device or media is encrypted while stored on such device; and (v) creating and maintaining an accurate inventory of all such devices and the individuals to whom they are assigned; and

e. ensures Protected Data is encrypted at rest and in transit as follows:

i. "At rest" Protected data stored in electronic form shall be encrypted at the file level using a symmetric cipher that is FIPS 197 certified (AES) and at least 256 bit strength. Multiple files maintained in the same unencrypted folder shall have separate and distinct passphrases. A single passphrase may be used to encrypt an entire folder or disk containing multiple files.

ii. Protected Data "in transit" shall be encrypted using a cryptographic module that is FIPS 140-2 certified and a symmetric cipher key strength of at least 128 bit strength.

If a Party must comply with the criminal history record check requirement provided in this Section 6, it shall retain for the Term and for seven years thereafter Records related to such checks. If a Party allows Protected Data access to an individual who has been convicted of one or more law violations involving acts of dishonesty or criminal behavior that could more likely than not pose a risk to the other Party, its clients, or vulnerable persons, then the Party shall confirm in writing its reasons for allowing such individual to have access to Protected Data.

7. **Security Breach.** In the event of an actual or suspected security breach involving a Party's Information System(s), the Party suspecting a system breach will immediately notify the other of the breach or suspected breach and will comply with all applicable breach notification laws.

8. **Reserved.**

9. **Response to Orders and Requests for Data.** If either Party receives a subpoena, warrant, or other legal order, demand or request (collectively, a "Request") seeking Records or any data of the other Party, the Party receiving the Request will promptly provide a copy of the Request to the other Party along with copies of Records or data in their possession that the Party believes are responsive to the Request. In the event of a Request the Parties agree to consult, cooperate, and collaborate with each other in their responses.



INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

Schedule G: Compliance

This SCHEDULE G: COMPLIANCE is attached and incorporated into the Intergovernmental Agreement ("Contract"). A breach of this Schedule G is a Material Default.

1. **Taxes.** Each Party will pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state and its political subdivisions.

2. **Anti-discrimination.** Neither Party will discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Neither Party will discriminate against minority-owned, women-owned or emerging small businesses. Each Party will include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.

3. **Compliance with Applicable Law.** Partner will comply with all federal, state, and local laws applicable to the Deliverables to be provided under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020 and, as applicable, the following:

a. Pursuant to ORS 279B.220, Partner will: (i) make payment promptly, as due, to all persons supplying to the Partner labor or material for the performance of the Work provided for in the Contract; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Partner or subcontractor incurred in the performance of the Contract; (iii) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (iv) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

b. Pursuant to ORS 279B.225, Partner will, if providing lawn and landscape maintenance services, salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

c. In accordance with ORS 279B.230, Partner will promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Partner, of all sums that the Partner agrees to pay for the services and all moneys and sums that the Partner collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

d. Pursuant to ORS 279B.235, Partner will not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer will be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, will not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 219 from receiving overtime.

e. **Regulatory Compliance Requirements.** The implementation and operations of the SaaS must meet the following compliance requirements at a minimum:

i. If Criminal Justice Information (CJI) is created, received, maintained or transmitted, the Parties must comply with FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.7).

ii. If PII is created, received, maintained, or transmitted, the Parties must comply with ORS 646A.600-646A.628.

The above regulatory compliance requirements must be reviewed annually by the Authorized Representatives of each Party to address any changes from the respective regulatory agency.

4. **EEO Compliance.** Partner agrees that if, at any time under the Term, it has employees and will earn more than \$75,000 as a result of this Contract, Partner will not:

a. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;

b. Coerce the political activity of any person;

c. Deceive or willfully obstruct anyone from competing for employment;

d. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;

e. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

5. **Disbarment.** Partner represents that Partner, its employees, agents, and subcontractors, are not, as of the Effective Date: (i) excluded in any fashion for any reason from participation in federally-funded programs or any other type of programs or awards relating to public entities; nor (ii) controlled by a person or entity that is so excluded. Partner will notify Multnomah within 24 hours if it receives written notice from a federal or other agency with proper authority, or otherwise becomes aware, that it or a controlling person or entity is so excluded, regardless of whether such a determination is subject to appeal by Partner or such controlling person or entity. Any such exclusion will be a Material Default.

6. **Code of Business Conduct.** Multnomah has adopted and enforces administrative procedures, personnel rules, and executive rules (hereinafter collectively referred to as the "Code") to govern the conduct of its employees, officers, and agents. The Code requires compliance with laws, avoidance of conflicts of interest, and performance of duties according to the highest ethical standards of honesty, fair dealing, and integrity. Some of the areas addressed by the Code are prohibitions against personal gain, misuse of assets, sexual harassment, discrimination against protected classes of persons, and use or possession of drugs, alcohol, or firearms on Multnomah premises or while on duty or representing Multnomah. While on Multnomah premises, Partner agrees to act, at all times, in substantial compliance with the Code.

7. **Business Associates.** The Parties agree that should Multnomah's responsibilities set forth in Exhibit 1 cause Multnomah to create, receive, maintain or transmit PHI on Partner's behalf, that in doing so Multnomah will become a Business Associate. In the event Multnomah becomes a Business Associate, Multnomah agrees to comply with the Business Associate Agreement attached to and incorporated into the Contract as Exhibit 3 so as to comply with applicable laws and regulations.

8. **Qualified Service Organization (QSO).** The Parties agree that if (a) Multnomah's responsibilities set forth in Exhibit 1 cause Multnomah to create, receive, maintain or transmit information about individuals in a program subject to 42 CFR Part 2, or (b) Multnomah operates one or more federally-funded substance abuse treatment programs subject to 42 CFR Part 2, then Multnomah is a QSO, as defined under 42 CFR 2.11. In such the event, Multnomah agrees to comply with the Qualified Services Organization rider to the attached Business Associate Agreement, which will be attached to and incorporated into the Contract as a rider to Exhibit 3a so as to comply with applicable laws and regulations.

9. **Workers' Compensation Insurance.** Partner represents and warrants that prior to the Effective Date either it: (a) procured, and for the Term will maintain workers' compensation insurance as set forth in Exhibit 2; or (b) completed and received an applicable exemption certificate as set forth in Exhibit 8.



INTERGOVERNMENTAL AGREEMENT

Contract Number: DCJ-IGA-R-11358-2020

Exhibit 1: Statement Of Deliverables

This EXHIBIT 1: STATEMENT OF DELIVERABLES is attached and incorporated into the Intergovernmental Agreement ("Contract") and sets forth the Deliverables and other professional, technical, creative, and/or other services that Multnomah will provide to Partner under the Contract.

1. **Contract Term.** The Term begins on the Effective Date and continues for two years. The Contract may be renewed by the Parties by mutually executing an amendment describing the term of such renewal and any other changes to the Contract's terms.

2. **Deliverables.** Multnomah will provide the following Deliverables to Partner.

a. **SaaS.** Multnomah developed and maintains one or more dashboards (the "Dashboard(s)") on the Google Sites platform allowing access to, management of, and reports on information stored in DOC 400 and OMS (the "Data Sources") on offenders monitored by Multnomah's Department of Community Justice (DCJ). Partner desires for Multnomah to provide it with access to the Dashboard(s) as SaaS so that the Partner's criminal justice agencies (CJAs) can develop reports from information regarding offenders it monitors that is stored in the Data Sources. Multnomah is willing to provide access to the Dashboard(s) as SaaS for information in the Data Sources, subject to the terms and conditions set forth herein. Multnomah will host and backup Partner data inputted into the Dashboard(s) to create report(s).

b. **Services.** Multnomah will assist Partner with the setup and configuration of the SaaS as follows.

- i. Assist Partner to connect the Dashboard(s) to the Data Sources and to generate reports.
- ii. Make accessible to Partner End-Users Multnomah's report templates for generating reports from the Data Sources.
- iii. Provide secure access to reports built with the Tableau visualization suite created from information from the Data Sources. Multnomah and Partner will collaborate in the setup, configuration, user management and secure access of Partner reports.
- iv. Coordinate one or more meetings with Partner for progress reporting, Dashboard(s) sharing, and work plan development.
- v. Ensure that analysts developing Partner dashboards are managed and trained in best practices in data visualization, community corrections evidence based practices, and research ethics and guidelines.
- vi. Ensure that a quality assurance system is maintained and the quality standards are met with each data dashboard.

c. **Support and Maintenance.** In addition to the Support and Maintenance levels provided to Partner in Schedule D, to support Partner's use of the Dashboard(s), Multnomah's Authorized Representative will:

- i. Assist Partner with allowing its End-Users to access the Dashboard(s).
- ii. Provide Level 2 and Level 3 Support, including break/fix support for reports, database extracts, DOC extract schema changes, etc. Upon notification of issues, Multnomah will help identify and assist in correcting the issue within a period of seven (7) working days. Partner also agrees to provide a database administration resource to assist in correction of break/fix incidents within a period of seven (7) working days.

d. **Training.** Multnomah will:

- i. ensure that each dashboard configuration published by Partner has been reviewed by at least one staff person with adequate training on use of Tableau; and
- ii. offer up to 20 hours per Term of orientation and training to Partner End-Users at a facility in Multnomah County. Training objectives will include, but are not limited to, introduction to web-based dashboards, accessing and navigating dashboards developed by Partner, and using filters available in the Dashboard(s) to answer common research questions.

3. **Data Sharing and Ownership of Deliverables.**

a. **Data Sharing.** Development of and Partner's access to the Dashboard(s) was funded in part by a grant from the Arnold Foundation that supports data-informed criminal justice practices. Under the terms of that grant, Multnomah is required to provide to the Arnold Foundation certain reports showing statewide criminal justice practice trends, by region. These reports require access to Partner's

aggregate, de-identified data, as well as the data from other Oregon counties. Partner grants to Multnomah the right to use its data for the reporting to the Arnold Foundation that is described in the Section 3(a) of Exhibit 1.

b. **Ownership of Deliverables.** Notwithstanding the terms stated in Schedule C at Section 1, upon termination of the Contract Multnomah will provide Partner with a series of packaged Tableau workbooks created from Partner data. Such workbooks will be static (i.e., no longer updating) but still functional and will include the design options originally found in Tableau, provided Partner must purchase its own license for Tableau desktop to view the workbooks.

4. **Authorized Representatives.** The Parties' respective Authorized Representatives are:

MULTNOMAH
Theresa Marchetti

PARTNER
Dan Robbins

5. **Scope of Collaboration.** The Parties acknowledge that setup and configuration of the SaaS is a cooperative process requiring the time and resources of personnel from each of the Parties. Similarly, providing the SaaS to Partner will require ongoing cooperation. The Parties shall, and shall cause their personnel to, use all reasonable efforts to cooperate with and assist the other Party as may be reasonably required to timely implement and provide the SaaS, including, without limitation, by Partner providing reasonable information regarding its operations and data. In addition to the collaborative activities described above, Partner will assist Multnomah as follows:

i. Establish a point person for communication and coordination.

ii. Establish communication strategies with DCJ's Research & Planning Unit to clarify local business processes that may differ from Multnomah's

6. **Payments.** Within 60 days of the Effective Date, Multnomah will invoice Partner for \$287.82 which is Partner's share of the costs of a grant coordinator that is dedicated to the project enabled by this Agreement. All invoices will be sent to Partner's address on the Cover Page to the attention of "Accounts Payable," identify "Morrow County" as the payor and Multnomah County as the payee, include the invoice number and invoice date, reference the Intergovernmental Agreement Number for this Contract, and include a detailed description of the SaaS. Payments from Partner will be due 30 days from the invoice date.

CATEGORY	TOTAL	YR1	YR2	PURPOSE
Personnel	\$120,820.00	\$60,410	\$60,410	.5 Grant Coordinator to coordinate grant activities, liaison between counties and the Arnold Foundation, and develop quarterly reports.

The payment amount provided for in this Section 6 of Exhibit 1 reflects the assumption that all 36 of Oregon's counties will participate in this program and sign a version of this contract. If all 36 of Oregon's counties do not participate in the program, the payment amount stated above may be higher. County will provide Partner with written notice not less than 30 days after confirmation that one or more other Oregon counties will not participate in the program.

INTERGOVERNMENTAL AGREEMENT
Contract Number: DCJ-IGA-R-11358-2020
Exhibit 1: Statement Of Deliverables

I have read and understand this Exhibit 1 and the rest of the Contract, agree to be bound by their terms, and am authorized to sign on behalf of the Party I represent.

This Exhibit 1 may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Contract made by reliable means is considered an original.

COUNTY

PARTNER

By: <u>Jeles Jones for Erika Preuitt</u>	By: _____
Name: <u>Jeles Jones for Erika Preuitt</u>	Name: _____
Title: <u>Finance Manager</u>	Title: _____
Date: <u>7/17/19</u>	Date: _____

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Based on the discussion as a Business Item at the August 28, 2019, Board of Commissioner's meeting this is ready to be adopted by Resolution as a guidance document for continued work in updating the Morrow County Comprehensive Plan Goal 10 Housing and further work in amending the Morrow County Zoning and Subdivision Ordinances.

2. FISCAL IMPACT:

At this point the project has come in under budget!

There will be a Phase II with an anticipated budget in the ballpark of \$40,000 to \$45,000 for Morrow County work. Funds would come from the Building Permit Fund. This budget could be larger if other communities work with us on additional housing work.

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

If pulled from the Consent Calendar I recommend the motion, "I move to adopt the Housing Strategies Report through Resolution R-2019-18."

Attach additional background documentation as needed.

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

A RESOLUTION ADOPTING THE MORROW COUNTY	)	Resolution Number
HOUSING STRATEGIES REPORT DATED JUNE 2019	)	R-2019-18
AS A GUIDANCE DOCUMENT IN SUPPORT OF)	
CONTINUED WORK RELATED TO GOAL 10 HOUSING)	

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

WHEREAS, in early 2018 Morrow County entered into an Intergovernmental Agreement with the Cities of Boardman, Heppner, Ione and Irrigon and the Town of Lexington, referred to as the Project Management Team, to accomplish a Buildable Lands Inventory and Housing Analysis through a Request for Proposal process; and

WHEREAS, the Project Management Team selected Angelo Planning Group to accomplish the necessary work tasks; and

WHEREAS, the Project Management Team worked with others as the Technical Advisory Committee to review the work completed by Angelo Planning Group; and

WHEREAS, the Technical Advisory Committee met numerous times to review deliverables from Angelo Planning Group; and

WHEREAS, the Morrow County Planning Commission and Board of Commissioners held a joint work session on July 30, 2019, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the 2019 Morrow County Housing Strategies Report and approved it as presented with a 3-0 vote on August 28, 2019.

NOW THEREFORE BE IT RESOLVED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE 2019 MORROW COUNTY HOUSING STRATEGIES REPORT TO SERVE AS GUIDANCE TO CONTINUED WORK IN UPDATING THE MORROW COUNTY COMPREHENSIVE PLAN GOAL 10 HOUSING AND THE MORROW COUNTY ZONING ORDINANCE RELATIVE TO HOUSING DEVELOPMENT AND SITING.

Section 1 Title of Resolution:

This Resolution shall be known, and may be cited, as the “2019 HOUSING STRATEGIES REPORT.”

Section 2 Affected and Attached Documents:

The June 2019 Morrow County Housing Strategies Report designed to serve as guidance to continued work in updating the Morrow County Comprehensive Plan Goal 10 Housing and the Morrow County Zoning Ordinance relative to housing development and siting.

Section 3 Effective Date:

This Resolution shall be effective immediately upon its adoption.

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 4TH DAY OF SEPTEMBER 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approve as to Form:

Morrow County Counsel



Credit: Sam Beebe/EcoTrust



Credit: Pinnacle Architecture



Credit: Riverwood Homes



Credit: City of Heppner

MORROW COUNTY HOUSING STRATEGIES REPORT

JUNE 2019

Prepared for Morrow County and the cities of Boardman, Irrigon, Lone, Heppner and Lexington by Angelo Planning Group and Johnson Economics



JOHNSON
ECONOMICS

TABLE OF CONTENTS

1. INTRODUCTION AND OVERVIEW.....	3
2. HOUSING TRENDS: SUMMARY OF KEY FINDINGS	5
3. LAND SUPPLY STRATEGIES.....	7
4. POLICY AND DEVELOPMENT CODE STRATEGIES.....	11
5. INCENTIVES FOR DEVELOPMENT	25
6. FUNDING SOURCES AND USES	27
7. SUMMARY OF HOUSING STRATEGIES	33

APPENDIX A: HOUSING AND RESIDENTIAL LAND NEEDS ANALYSIS REPORT

APPENDIX B: BUILDABLE LAND INVENTORY MEMO

APPENDIX C: POLICY AND CODE REVIEW MEMO

APPENDIX D: POLICY AND CODE REVISIONS MEMO

APPENDIX E: HEPPNER COTTAGE CLUSTER CODE

1. Introduction and Overview

The purpose of this report is to describe potential strategies for addressing the housing needs of Morrow County and the cities of Boardman, Heppner, Lone, Irrigon, and Lexington. This report builds on a preliminary list of strategies and some of these tools previously prepared and discussed with representatives of the communities in Morrow County.

An outline of strategies described in this report is provided below, organized into four topics, followed by descriptions of each of the strategies and recommendations for their implementation.

- **Land Supply Strategies**
 - Strategy 1: Evaluate and Address Infrastructure Issues
 - Strategy 2: Ensure Land Zoned for Higher Density Uses is not Developed at Lower Densities
 - Strategy 3: Research UGB Expansion or Land Swap Opportunities
 - Strategy 4: Increase Opportunities for Rural Residential Development in the County, Consistent with State Requirements and Local Goals
- **Policy and Code Strategies**
 - Strategy 1: Adopt Supportive and Inclusive Comprehensive Plan Policies
 - Strategy 2: Enhance Local Amenities and Services
 - Strategy 3: Adopt Minimum Density Standards
 - Strategy 4: Incentivize Affordable and Workforce Housing
 - Strategy 5: Facilitate “Missing Middle” Housing Types in All Residential Zones
 - Strategy 6: Support High Density Housing in Commercial Zones Promote Accessory Dwelling Units
 - Strategy 7: Streamline and Right-Size Minimum Off-Street Parking Requirements
 - Strategy 8: Encourage Cottage Cluster Housing
 - Strategy 9: Support Accessory Dwelling Units
- **Incentives for Development**
 - Incentive 1: System Development Charges (SDC) and/or Fee Waivers
 - Incentive 2: Tax Exemptions and Abatements
- **Funding Sources and Uses**
 - Funding Source 1: Construction Excise Tax
 - Funding Source 2: Tax Increment Financing (Urban Renewal)
 - Funding Source 3: Local Housing Development Funds
 - Funding Source 4: Other Property Owner Assistance Programs

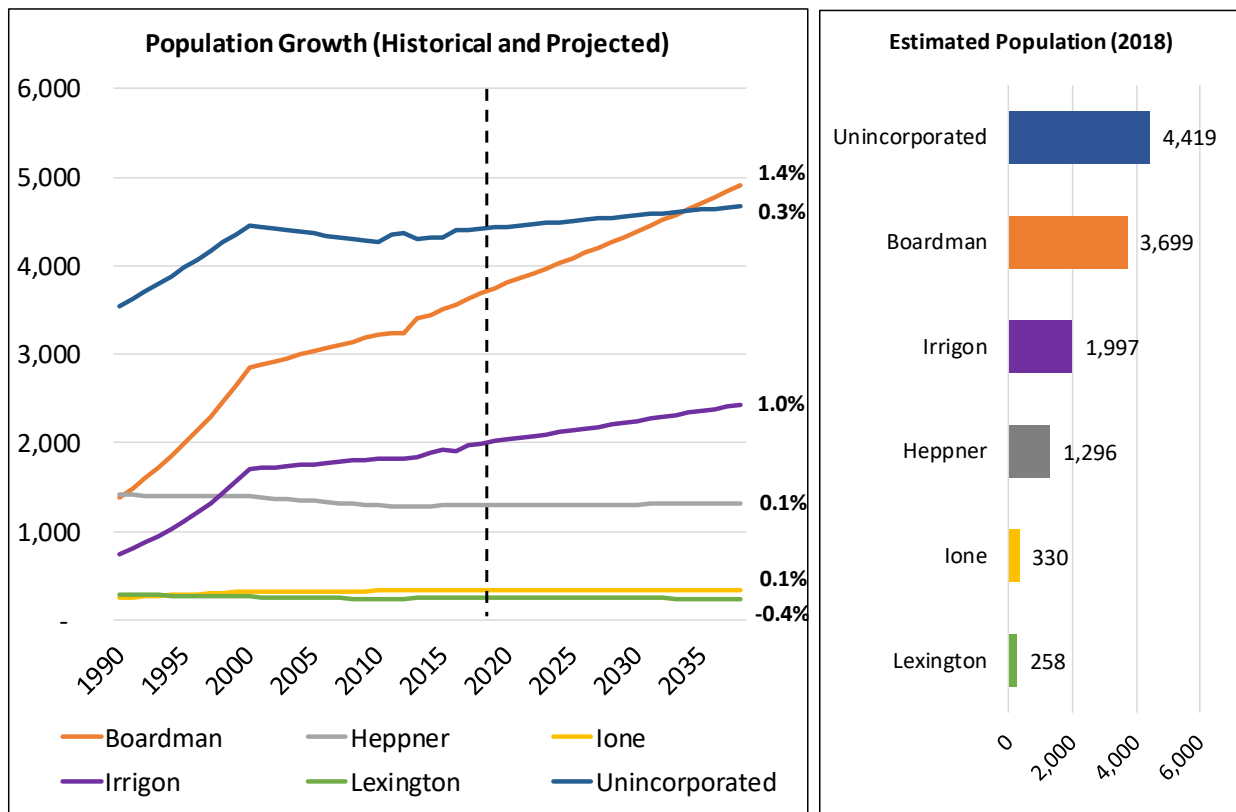
- Funding Use 1: Public/Private Partnerships
- Funding Use 2: Land Acquisition/ Use Public Lands
- Funding Use 3: Community Land Trust
- Funding Use 4: Regional Collaboration & Capacity Building

2. Housing Trends: Summary of Key Findings

This section provides a broad overview of the findings of the Housing Needs Analysis (Appendix A) report, which includes a discussion of demographic and housing trends and 20-year growth projections.

- Growth rates have differed across the Morrow County communities, with Boardman and Irrigon experiencing the most growth, and the small communities to the south experiencing more modest growth. Projected growth rates shown in Figure 1.1 are from the PSU Population Forecasting program.
- The growth rates used in this analysis predict the greatest growth in Boardman at 1.4% annually, and 1% annually in Irrigon which would be in keeping with average state growth since 2000. Other areas are projected to grow more slowly.

FIGURE 1.1: POPULATION GROWTH, HISTORICAL AND PROJECTED



SOURCE: PSU Population Research Center, JOHNSON ECONOMICS LLC

- Compared to the state average, Morrow County has a much larger share of households with children and a smaller share of the population over 65. The smaller rural communities tend to have fewer households with children while, the largest towns have more. Overall, the county population has fewer senior citizens than the statewide average, but the small rural communities have more.

- The ownership rate in Morrow County has fallen slightly from 73% since 2000. During this period the statewide rate fell to 61%. Nationally, the homeownership rate is 65%.
- Housing stock across the county is mostly single-family detached homes and mobile homes, with relatively few attached housing units, though recently more have been developed or proposed.
- Figure 1.2 shows the projected future housing need in 2039, and the number of new housing units needed to accommodate that 20-year need. Boardman and Irrigon are projected to need the most new housing, with smaller communities projected to need less. Unincorporated areas are anticipated to lose some housing as existing areas are annexed to urbanized areas over time.

FIGURE 1.2: PROJECTED FUTURE HOUSING NEED (2039), MORROW COUNTY CITIES

	2018 Hsg. Inventory	2039 Hsg. Need	NEW Units Needed	20-Year Growth
Boardman	1,247	1,788	542	43%
Heppner	607	629	29	5%
Ione	154	155	13	9%
Irrigon	792	945	153	19%
Lexington	101	92	17	16%
Unincorp.	1,717	1,585	-177	-10%
Morrow Co.	4,617	5,195	577	13%

Source: PSU Population Research Center, Johnson Economics

3. Land Supply Strategies

Strategy 1: Evaluate and Address Infrastructure Issues

Applicability: All cities and county; more important in Heppner, Lone, and Lexington

Complexity: High

Details and Recommendations:

A significant amount of vacant land in several cities in Morrow County is in locations that are difficult or infeasible to serve with adequate sewer, water, or road infrastructure. These cities should identify resources to perform more detailed study of the infrastructure needs and challenges for these “difficult to serve” lands. These studies can help to quantify the public investment that may be needed to serve these lands. Alternatively, should these cities choose to amend their UGB to bring in more buildable land, these studies will be necessary for demonstrating, with a sufficient factual base, that the existing vacant land in the UGB is not able to be served with public facilities.

In other communities, this study also indicated that the cities of Lexington and Lone lack wastewater treatment, with individual properties relying on septic systems. In these cases, land in these areas is generally only suitable for single-family detached housing and cannot accommodate denser forms of development unless large open spaces are available on-site or on adjacent property to accommodate septic systems large enough to serve multiple housing units. Efforts to rezone properties or otherwise allow for denser forms of development will prove to be challenging in these areas. Given the supply of residentially zoned land in these communities and future population growth projections there, the amount potential future development may not make it cost-effective to develop a municipal wastewater system and development of such a system is likely to require significant subsidies from state or other agencies. However, other strategies such as package wastewater treatment systems or collection and off-site treatment of wastewater could potentially allow for cost-effective higher intensity development in Lexington and Lone and could be explored as a strategy for meeting a broader array of housing needs in these cities.

Specific recommendations related to this strategy include the following:

Heppner

City staff indicate that the City currently is working on addressing water and sewer service issues with owners of a 22-acre parcel that has capacity for future development. Addressing these issues, in combination with encouraging future infill development on parcels adjacent to existing water and sewer lines will largely address infrastructure needs in Heppner.

Lexington

City staff indicate that the city has had limited success in seeking funding and support for wastewater treatment facilities in the past. In lieu of developing a municipal wastewater treatment system, the City

could consider the following strategies to allow for development of denser forms of housing. It should be noted that these approaches ultimately could be cost-prohibitive at the scale likely for Lexington.

- Investigate the feasibility of using package wastewater treatment systems or the on-site collection and off-site treatment of wastewater. The Oregon Department of Environmental Quality and Multnomah County sanitarian would be a good resource for information about these techniques.
- Identify larger parcels that have adequate space for a common septic field that could treat wastewater from multiple units. Housing units could be clustered and potentially built more economically as attached housing on such sites, with a common drainfield located in open areas on the site. Cottage cluster development, as described under strategy 8, below, is one example of this type of development.

lone

lone staff note that they are pursuing state funding for a wastewater treatment facility. If that effort is successful, it will help address this issue. If not, then the strategies noted for Lexington also would be applicable here.

Strategy 2: Ensure Land Zoned for Higher Density is not Developed at Lower Densities

Applicability: All cities and county

Complexity: High

Details and Recommendations:

Most of the cities in Morrow County allow for development of new single family detached homes in their medium and high-density zones. While having a mix of housing types in these zones is not in and of itself a bad thing, it is important to preserve an adequate supply of land designated for medium and high density for higher density housing forms – townhouses, triplexes, four-plexes and multi-family dwellings. This is particularly true in Irrigon and Boardman where population and projected population growth rates are higher and where denser development can be supported with municipal water and wastewater treatment systems.

This strategy is important from both a land efficiency perspective and to make sure that each city continues to have an adequate supply of land available for these types of housing. Specific actions to implement this strategy include:

- Establish minimum density standards as described in *Policy and Development Code Strategy #2 (next section)*.
- Update development codes to not allow (or prohibit) new single-family detached housing in high density zones.
- Allow single-family detached homes in medium density zones only if they meet minimum density or maximum lot size requirements.

- Allow continued use and repair of single-family homes in these zones and allow conversion of larger single-family homes into multi-unit dwellings (e.g., duplexes or triplexes).

This strategy should be coordinated with *Policy and Development Code Strategy #2*.

Strategy 3: Urban Growth Boundary (UGB) Expansion or Land Swap Opportunities

Applicability: Boardman, Lone, Irrigon, and Lexington

Complexity: High

Details and Recommendations:

UGB Expansions

The findings of our study do not indicate the need for a UGB expansion to accommodate projected housing needs in any of the Morrow County cities. However, in the long term an expansion could be an option if growth rates remain high in places like Boardman. Prior to applying for a UGB expansion, cities will need to complete the following steps:

- Adopt efficiency measures to ensure that land inside the UGB is being used efficiently. Many of the code update recommendations identified for this project are efficiency measures.
- Demonstrate that there is an insufficient supply of buildable land inside the UGB. Due to relatively low projected growth rates in most of the communities in the County, these cities likely will need to demonstrate that existing vacant or partially vacant land in the UGB cannot be served with public facilities.

UGB Swaps

Several Morrow County communities, particularly Boardman and Irrigon have faced limitations on the supply of buildable land because owners of large parcels are uninterested or unwilling to develop or sell their properties for future development. In small communities with a limited number of large developable properties, this can create a significant barrier to development during at least the short and medium term. If owners hold onto their properties without a willingness to development over the longer term (e.g., decades), it effectively reduces the community's supply of buildable land. At the same time, because property ownership and/or owners' desires to develop can shift over time, the state of Oregon's land use planning framework does not allow cities to exclude such land from their BLIs.

One way to address this situation is to remove such parcels from the UGB and add other properties whose owners are more willing or likely to develop their land for housing. State statutes and administrative rules allow for these UGB "swaps." These exchanges are possible through a process of simultaneously removing and adding land to the UGB to make up for capacity lost by removing land. This process is guided by Oregon Revised Statutes (ORS) 197.764. This ORS section provides specific eligibility requirements and standards for land removed; subsection (3)(b) of this section states that "A local government that approves an application under this section shall either expand the urban growth

boundary to compensate for any resulting reduction in available buildable lands or increase the development capacity of the remaining supply of buildable lands.” In exchanging land inside the UGB for land outside the boundary, cities must identify an equivalent supply of land in terms of the land’s capacity for residential development, taking into account the presence of natural resource constraints and zoning or allowed density.

While permitted, UGB swaps require compliance with a number of requirements applied to other UGB amendments or expansions, including the following:

- **Location of expansion areas.** The location of the land to be added to replace the land being removed. First, use OAR 660-024-0065 to determine appropriate study areas. For a city with a UGB population less than 10,000, the city must consider all land within ½ mile of the existing UGB boundary.
- **Exclusion areas.** In considering expansion areas, the city can exclude areas that cannot be reasonably serviced with public facilities, are subject to significant natural hazards, have a high level of environmental or natural resource value, or are federal lands.
- **Prioritization.** The city needs to prioritize potential expansion areas in terms of rural residential “exception” lands vs. farm and forest lands, with exception lands having first priority.
- **Criteria for evaluating expansion areas.** Cities must look at alternative expansion areas and evaluate them using the four factors for location of UGB expansions found in Goal 14. These include 1) efficient urban form, 2) public facilities, 3) Economic, Social, Environmental, and Energy (ESEE) consequences, and 4) impact on adjacent farm and forest activities in rural areas. The city’s analysis must consider and analyze all four factors, but the city can weigh and balance those factors based upon a set of findings and policy judgments which, unless they are without merit, will be upheld on judicial review.

In addition to meeting these state requirements, the City will want to consider other factors in this process such as:

- Will potential expansion areas have direct access to roads, sewer or water lines or will they be even more difficult or costly to serve with these facilities than land proposed to be removed from the UGB?
- Will areas proposed for inclusion be in relatively close proximity to commercial and other services? This is particularly important if new areas are proposed for higher density development.
- Will the areas have any other practical barriers or impediments to residential development or conflict with other strategies to meet future housing needs?

Strategy 4: Increase Opportunities for Rural Residential Development in the County, Consistent with State Requirements and Local Goals

Applicability: All cities and county

Complexity: High

Details and Recommendations:

The County has indicated that there is an unmet demand for rural residential housing and development and a limited supply of land available, suitable and zoned for these uses in the unincorporated areas of the County. The County's zoning ordinance and map includes three zones for rural residential land – the Rural Residential Zone, Farm Residential Zone, and Suburban Residential Zone 2A. The minimum lot size in the Rural Residential, Farm Residential, and Suburban Residential 2A zones is two acres. The minimum lot size in the Suburban Residential Zone varies within urban growth boundaries, depending on whether the property is served by a municipal sewer and/or water system, with smaller lot sizes allowed when a property is served by one or both systems. The bulk of the vacant and partially vacant land is in the Rural Residential Zone (almost 1,500 acres), with about half this amount in the Suburban Residential Zone, and a much smaller amount (less than 100 acres) in the Suburban Residential 2A Zone. Creative approaches are needed to address this issue.

Rural residential lands located within an incorporated city's urban growth boundary (UGB) are anticipated to urbanize at some point in the future, with annexation into their associated incorporated city limits boundaries. Outside of UGBs, designating lands for rural residential will need to be consistent with Statewide Planning Goals 3, 4, or 14. In some cases, it may be possible to demonstrate that land is eligible for a goal exception based on existing physical development or surrounding land uses that make it impracticable to use the land for agriculture or forestry. Another option is to identify land that does not meet state definitions of "agricultural land" or "forest land" and redesignate for non-resource use. Designating non-resource land does not require a goal 3 or 4 exception but it is necessary to comply with the other Statewide Planning Goals (e.g. Goal 14 to ensure land remains rural, Goal 5 for natural resource protections).

While there may be a demand for this type of development, rural residential development on the edge of a UGB, particularly when development is on lots of one to two acres in size, can be a significant impediment to future redevelopment or infill development of those areas at planned urban densities when those areas are brought into a UGB. Therefore, in concert with any increase in the supply of land zoned for rural residential development or strategy aimed at increasing this type of development, it will be important to minimize future impacts on the potential for future urban infill development. This can be done through a number of strategies:

- **Require larger minimum lot sizes.** Rural residential development on lots of 5-10 acres are typically easier to subdivide and develop at urban densities once they are brought into a UGB, in comparison to one or two acre lots. Per OAR 660-004-0040(8)(i), newly designated rural

residential exception areas must either require a minimum lot size of 10 acres or qualify for an exception to Goal 14.

- **Require that houses be located on the edge of parcels, rather than in the middle.** This also will preserve a larger developable portion of a lot and make future infill and subdivision more feasible.
- **Require “shadow-platting.”** A shadow plat shows how a lot may be subdivided and served with roads, water and sewer facilities in the future. It indicates the proposed location of the initial dwelling and the location of these future facilities, as well as a conceptual plan for how the lot can be subdivided and developed at anticipated urban densities in the future. The “shadow plat” is reviewed to ensure that future development is feasible and recorded as part of the initial development process for use in future subdivision or development processes.

4. Policy and Development Code Strategies

Strategy 1: Adopt Supportive and Inclusive Comprehensive Plan Policies

Applicability: All cities and county

Complexity: Low

Details and Recommendations:

The Housing Element of local Comprehensive Plans establish the policies that guide residential development in each community. These policies are important because they institute aspirational goals and principles for meeting the housing needs of the community. The policies are also important because they establish formal criteria and guidelines for land use decisions that pertain to housing. Per state land use law, individual development applications, single-parcel zone changes, and broader zoning amendments must all demonstrate consistency with the housing policies of the comprehensive plan.

The Policy and Code Review (Appendix C) evaluated the degree to which each comprehensive plan addressed 11 key policy issues. Morrow County jurisdictions generally all addressed Statewide Planning Goal 10, one of the policy issues. The degree to which each comprehensive plan addressed the remaining 10 policy issues varied, however, indicating an opportunity to amend the policies to better address important housing needs and goals that have been identified through this study. These policy issues are wide-ranging and inclusive: they may establish support for broad principles, such as Fair Housing or flexible zoning, or identify the need to provide for specific housing types, such as accessory dwelling units or manufactured homes.

These policy issues are identified in Table 1, and an example policy statement is provided to demonstrate one way to articulate the policy idea. Jurisdictions are encouraged to modify and tailor policy language, with input from community members and decision-makers, to best reflect local needs and conditions. Perhaps most importantly, updating the comprehensive plan to address these housing goals presents an opportunity for the community to consider and find how these issues fit within the broader comprehensive plan policy goals, such as transportation, livability, and economic vitality. For more detail on each policy issue, see Appendix C – Policy and Code Review Memorandum.

Table 1. Recommended Comprehensive Plan Policy Updates

Policy Issue	Applicable Jurisdiction(s)	Example Language
1. Emphasize affordable housing	Heppner, Lexington	<i>The City shall support the creation of housing that is affordable to low- and moderate-income households.</i>
2. Support partnerships	Heppner, Lexington	<i>The City shall seek partnerships with non-profit housing developers and other agencies to create the opportunity to provide moderate-and low-income housing and rehabilitation activities within the City.</i>

Policy Issue	Applicable Jurisdiction(s)	Example Language
3. Affirm Fair Housing goals	Morrow County, Boardman, Heppner, Lone, Lexington	<i>The City shall employ strategies that support the Fair Housing Act and affirmatively further fair housing.</i>
4. Support mixed use development	Heppner, Lone, Lexington, Irrigon	<i>The City shall allow for a mix of residential uses with other compatible uses in appropriate locations.</i>
5. Reference and support ADUs	All	<i>The City shall allow and support the development of Accessory Dwelling Units in all residential zones.</i>
6. Support flexible zoning	Morrow County, Heppner, Lone, Lexington, Irrigon	<i>The City shall provide flexibility in implementing residential zoning standards to support the development of a wide range of housing types while mitigating the impacts of development.</i>
7. Address land supply goals	Heppner, Lexington, Irrigon	<ul style="list-style-type: none"> • <i>The City shall encourage efficient use of residential land within the Urban Growth Boundary</i> • <i>The City shall provide a sufficient amount of residential land to accommodate residential growth.</i> • <i>The City shall regularly monitor and periodically update an inventory of buildable residential land..</i>
8. Support manufactured homes	All	<i>The City shall support the maintenance and development of manufactured homes as an affordable housing choice in appropriate locations.</i>
9. Maintain, repair existing housing	All	<i>The City shall encourage maintenance and rehabilitation of the existing housing stock.</i>
10. Balance housing needs with natural resources & hazards	All	<i>The City shall plan and regulate residential development to meet housing needs while preserving and protecting natural resources and reducing risks associated with natural hazards.</i>

Strategy 2: Enhance Local Amenities and Services

Applicability: All cities and county

Complexity: High

Details and Recommendations:

One of the key findings of the Housing Needs Analysis is that there is a lack of housing options for higher income households in all areas of the County. There are more households with annual incomes over

\$50,000 than there are housing units priced at levels that would be affordable to these households. This means that some of these households may be buying or renting units below the price that would be willing to pay if there were other options available. This may also mean that some higher income households may be choosing to live in other nearby areas if they can more easily find housing options that fit their needs and wants, even if they work in Morrow County. This situation has also been observed in commuting data and through information collected from employers by the Port of Morrow.

In order for developers to choose to invest in new housing projects to meet the needs of these higher income households, they will need to see evidence of strong demand for new housing in communities in Morrow County. Local employment opportunities are one key driver of demand, and the Port of Morrow and surrounding areas have seen robust employment growth in recent years. Another key driver of housing demand is proximity to amenities and services that help to create a livable and attractive place to live. Higher-income workers may be choosing to live in other areas outside the county, particularly the Tri-Cities area in Washington, because they perceive those cities to have a wider variety or higher quality of amenities and services, such as retailers, restaurants, parks and recreation facilities.

If the cities in Morrow County can help to enhance these local amenities and services, it will likely increase demand for housing in the County. In turn, this will stimulate development of housing for these higher-income households. New development targeted at this income segment will not only benefit these higher-income households, with more housing opportunities available for these households, it can open up housing units for moderate- or lower-income households as the higher income households “trade up”. This can lead to healthier housing market conditions for all households.

It is recommended that the cities and county continue to focus planning efforts on enhancing local amenities and services. This may include planning and public investment to support development of local commercial districts with a range of retailers and restaurants. In some communities, these efforts may focus on historic downtowns or “Main Streets”. It also may include improving and expanding local parks, trails, and recreation facilities. The cities and county should continue to work with the Port of Morrow and local employers to understand the amenities and services that are most important to higher income households in order to tailor and prioritize these efforts.

Strategy 3: Establish Minimum Density Standards

Applicability: All cities and county

Complexity: Medium

Details and Recommendations:

As described in the Land Supply section, most Morrow County jurisdictions, and the County, have a sufficient supply of residentially zoned land to meet the projected 20-year housing needs. Land supply conditions vary among the cities, however; and some communities have a more limited supply of buildable residential land, are expecting higher growth rates, or face constraints related to floodplains and slopes. In these communities, it is important that the remaining buildable land be used efficiently by

developing at or near the maximum density of the zoning district. As summarized in the Policy and Code Review (Appendix C), all Morrow County jurisdictions have residential zones that regulate maximum density, either through a minimum lot size and/or a maximum density standard, but no jurisdictions regulate minimum density.

The most direct method to ensure land is used efficiently is to adopt minimum density standards for each residential zone. A minimum density standard would prohibit residential developments that do not meet the intent of the zone. For example, large lot, detached homes would be prohibited in a higher density residential zone, but the minimum density standard may allow for smaller lot detached houses, cottage cluster housing, or townhomes. The minimum density standard can be tailored to local conditions and needs but is most effective if it is set at between 50 and 80 percent of the maximum density standard in the zone. However, the minimum density standard should not require development at a density that cannot be supported by the municipal wastewater and water infrastructure.

Strategy 4: Incentivize Affordable and Workforce Housing

Applicability: All cities and county

Complexity: Medium

Details and Recommendations:

Some development regulations can present obstacles or add costs to housing developments. These obstacles are particularly challenging for developments built by housing authorities, non-profit developers, or even for-profit developers that are attempting to build units affordable to people with lower or moderate incomes. To address this challenge, cities can offer concessions on regulatory standards that can provide meaningful economic value to a development project in exchange for the development dedicating a minimum proportion of the units in the development to be affordable to people with lower or moderate income. The incentives may include expedited permitting or relief from certain development standards such as maximum height, parking, setbacks, minimum open space, or maximum density.

The incentives can be tailored to the specific housing needs of the community. As demonstrated by the Housing Needs Analysis, most cities in Morrow County have a need for more housing units that are affordable to households with moderate incomes, particularly in the range of \$35,000-\$75,000. Housing affordable to this income range is often termed “workforce housing”. There is a need for both ownership and rental housing at these income levels. Regulatory incentives could be provided to developments that propose either ownership or rental housing that will be affordable to this income level.

Each jurisdiction should consider some of the following best practices in designing an incentive program:

- **Ensure units remain affordable over time.** To ensure the units remain affordable at this income level over time, cities often require a restrictive covenant be recorded on the property or management of the property by a non-profit or housing authority.

- **Allow flexibility in the type of regulatory concession that is granted.** The relative value of a regulatory concession will depend on the location, size of lot, existing zoning, and many other factors. It is common to provide either a density or height bonus or a reduction in minimum parking requirements as an incentive, as these are usually valuable concessions. However, allowing the applicant to propose a different regulatory concession, such as reduction in minimum setbacks or lot coverage, can help widen the appeal of the program. The code may require that the developer demonstrate that the concession will result in identifiable cost reductions for the project.
- **Allow flexibility in how affordable units are provided.** In some cases, it may be advantageous to construct the affordable units on a different site than the primary development that is receiving the concession. It may also make sense for the development to purchase existing market-rate units and convert them to affordable units. Allowing flexibility in how the units are provided can also widen the appeal of the program.
- **Provide expedited permitting.** As a result of recently adopted state statute, many developments that include affordable housing units are required to be processed in under 100 days. To ensure compliance with this requirement, and to provide an additional incentive for development of affordable housing, jurisdictions may consider adopting provisions that provide an expedited permitting process for qualifying developments. Expedited permitting can help to reduce soft costs of development, such as holding land and hiring professional services, and reduce uncertainty for prospective developers.

Strategy 5: Facilitate Middle Housing Types in All Residential Zones

Applicability: All cities, but may be challenging in Lone and Lexington

Complexity: Medium

Details and Recommendations:

Given the demographic trends identified in this study, and the ongoing challenge of providing enough housing options for people with moderate incomes, smaller sized, modest housing units will continue to be an important need in Morrow County. As demonstrated by the Housing Needs Analysis, there is a need for ownership housing options for households with incomes between \$35,000-\$75,000. Due to the costs of land, infrastructure, and construction, it can be difficult for builders to produce new single-family detached housing that is affordable to households at this income level. A range of smaller-sized housing options, detached or attached, can be more feasible to provide for this income level because they require less land per unit and can be more efficient to serve with infrastructure.

These housing types include townhomes, duplexes, triplexes, and garden or courtyard apartments. They have been termed “missing middle” housing types because they fall between high density apartment buildings and low density, detached housing. If regulated appropriately, these housing types can be compatible with detached, single-family houses and, therefore, could be permitted outright in these zones. “Middle housing” is a useful concept, but it includes a diverse array of housing types, some of

which may or may not be compatible with all residential zones. The following are three basic best practices for adopting supportive and appropriate standards for middle housing:

- **Tailor the allowance to the location and housing type.** As noted above, missing middle housing types vary in form. Similarly, residential zones and neighborhoods vary widely in existing character. To ensure compatibility, study the existing characteristics of residential areas and select housing types that are most likely to be compatible. For example, a neighborhood that is almost exclusively made up of detached houses may not be a good fit for townhomes, which are usually built in structures that contain 3-8 side-by-side units in a relatively large overall structure. However, duplexes and cottage cluster housing, which have smaller building footprints, may be more compatible.
- **Allow outright.** Some missing middle housing types, such as duplexes and triplexes, are permitted as conditional uses in residential zones in Morrow County jurisdictions. This can present a procedural barrier because developers may avoid the uncertainty and additional cost associated with the land use review process. A more supportive approach is to allow the housing type outright under clear and objective standards.
- **Limit building size to be compatible with detached houses.** The primary compatibility issue for missing middle housing types is the size of the structure compared to detached houses. All Morrow County jurisdictions require duplexes or triplexes to be built on larger lots than single-family, detached houses. If other standards are held constant—such as maximum lot coverage—then this will result in a structure that is larger than most detached houses in the area, because the builder is likely to maximize the floor area of the structure. Alternatively, these jurisdictions may consider allowing a duplex or triplex to be built on the same size lot as a single-family house but limit the overall size of the building through a maximum Floor Area Ratio (FAR) or maximum unit size standard. This encourages smaller individual dwelling units and building sizes that are compatible with single-family houses. This approach may also open up the opportunity for development of these housing types on more existing lots that would not otherwise meet the minimum lot size requirement.

This strategy is likely to be challenging to implement in Lone and Lexington which do not have municipal wastewater systems. Without those systems, densities are limited by the land needed to install a septic system. Without the cost savings from using less land for these development types, their financial feasibility and marketability will be more limited.

Strategy 6: Support High Density Housing in Commercial Zones

Applicability: Boardman, Irrigon, and Heppner; other cities as infrastructure is available

Complexity: Medium

Details and Recommendations:

Most cities in Morrow County have a substantial amount of buildable land in commercial zones, and in some cases that land may be suitable for residential uses. Some of these lands may be more economical

to serve with infrastructure than other residential lands. In addition, bringing more residents in close proximity to commercial services benefits the businesses, by potentially expanding the local customer base, and the residents, by providing convenient and potentially walkable access to daily needs and amenities. As residential development in commercial zones will absorb some commercial land supply, it is important that the residential development be of a higher density. Low density residential development would consume commercial land while offering less value in terms of increasing local customer base and accessibility for residents.

Multi-family housing is allowed as a conditional or permitted use in many commercial zones across the county. However, some regulatory barriers to high density housing in commercial zones may be unnecessary. The following amendments may be appropriate.

- **Allow multi-family housing outright.** In some cities' commercial zones, multi-family housing is allowed with a conditional use permit. For example, multi-family dwellings are allowed as a conditional use in commercial zones in Heppner and Boardman but do not appear to be allowed at all in Irrigon's commercial zone. A conditional use permit can be an additional procedural obstacle to residential development and could discourage it in commercial zones. In lieu of a conditional use permit, which often applies relatively discretionary approval criteria, cities can adopt clear and objective criteria and standards for where and how multi-family housing is permitted. For example, housing may not be permitted on the ground floor of specific streets that are intended for storefront shopping.
- **Consider allowing single-family attached housing.** Townhomes can be developed at densities that would be beneficial to a commercial district and can function well as a transition between a commercial district and detached housing.
- **Allow vertical mixed-use development outright.** Vertical mixed-use development, with residential units above a commercial use, is a traditional and highly valuable form of development as it preserves ground floor commercial space while creating additional housing units. Vertical mixed use is costly and complicated to develop, so its prevalence will be limited, but cities should encourage this form of development in commercial zones.
- **Adopt a minimum density standard.** To ensure that residential development in commercial zones provides the benefits noted above, adopt a minimum density standard that would prohibit detached, lower density housing. This strategy is noted elsewhere in this report as well.

Prior to expanding allowances for residential development in commercial zones, cities should ensure that there is sufficient buildable commercial land to meet projected needs, based on an Economic Opportunities Analysis (EOA) and Statewide Planning Goal 9 Guidelines.

Strategy 7: Streamline and Right-Size Minimum Off-Street Parking Requirements

Applicability: Boardman, Lone, and Lexington

Complexity: Medium

Details and Recommendations:

All jurisdictions in Morrow County require residential developments to provide a minimum number of off-street parking spaces. Given that vehicle travel rates are high and there is no or very limited transit system in the County, it is reasonable to require residential developments to include off-street parking.

Many developers would include off-street parking as a marketable amenity regardless of the code requirement. However, in some cases, the level of off-street parking required may exceed what the market would otherwise provide and may be unnecessary to effectively accommodating parking needs. This can become an obstacle to housing development because off-street parking lots consume land, reducing developable area on a site and net density, and can render a project economically infeasible. This condition is more likely on smaller infill lots. Structured or underground parking is only feasible if rental rates are high enough to offset high construction costs and likely is not financially feasible in Morrow County now or in the foreseeable future. If a development is at the margins of economic feasibility, parking requirements may preclude the development or cause fewer housing units to be built.

Most Morrow County jurisdictions require two off-street parking spaces for a single-family house and between one and two off-street spaces per unit in a duplex or multi-family development. Boardman, Lone, and Lexington require two spaces per unit for all developments. A requirement of two spaces per unit, regardless of the number of units in building, is likely to present an obstacle to some projects that may otherwise be feasible. The *Oregon Model Development Code for Small Cities* recommends a baseline standard of one space per unit. A general reduction to a standard of one or 1.5 spaces per unit is a positive step towards removing a potential obstacle to housing development.

In combination with or in lieu of a general reduction, cities should consider several other methods to reduce the chance that off-street parking requirements are a barrier to housing development, including:

- **Scale requirements by number of bedrooms.** The number of bedrooms in a dwelling unit is more closely correlated with the number of vehicles owned by the household than simply the number of dwelling units. Jurisdictions may allow the option of calculating minimum parking requirements based on the number of bedrooms in each unit. This can benefit multi-family developments with many one bedroom and studio units, which are more likely to have single-person households.
- **Provide a credit for on-street parking.** This provision allows development to reduce the minimum parking requirements based on the number of spaces that can be accommodated along the street frontage of the development. Lower density developments benefit most from this credit because there is more likely street frontage per unit. This credit recognizes that on-street parking will be used and allows for more efficient utilization of site area.
- **Allow for development of narrower streets.** As an alternative to reducing parking requirements, the City could allow for narrower local streets in residential areas, with limited on-street parking. Similar to reducing off-street parking requirements, this would reduce the

overall cost of development and resulting housing. It also would reduce the amount of impervious surface and associated stormwater run-off.

- **Targeted reductions or waivers.** Minimum parking requirements can be reduced for certain geographic areas, for certain uses (such as affordable housing), in exchange for certain amenities (such as open space), or when an applicant can demonstrate that parking demand will be lower than the minimum requirement.

Any reduction of minimum parking requirements should consider impacts on utilization of on-street parking. Where street widths do not allow for on-street parking or on-street parking is heavily utilized in some areas, no reduction or a smaller reduction may be more appropriate.

Strategy 8: Encourage Cottage Cluster Housing

Applicability: Morrow County, Boardman and Irrigon; other cities as infrastructure is available

Complexity: Medium

Details and Recommendations:

As described in relation to Strategy 7 (“missing middle” housing), there is a current and projected need for modestly sized housing units to accommodate middle-income or “workforce” households. One way to provide these types of units is by encouraging cottage cluster housing: groups of small, detached homes, usually oriented around a common green or courtyard, located on individual lots, a single lot, or structured as condominiums.

Cottage clusters are growing more popular and the development potential for cottage cluster housing is significant. They provide many of the same features of conventional detached houses, but in a smaller footprint, with shared maintenance responsibilities, and arranged in a way that can facilitate a more community-oriented environment (see Figure 1). Cottage clusters can be developed on relatively small lots, as access and parking is shared and the units are relatively small, usually between 500 and 1,000 square feet. The visual character of cottage clusters, detached dwellings with substantial shared yard space, is compatible with neighborhoods of detached homes.

Figure 1. Example of a Cottage Cluster Development



The City of Heppner has adopted a special set of standards to apply to cottage cluster housing (see Appendix E). Most other Morrow County jurisdictions allow clustering of housing, including in planned unit developments or master planned areas; however, most do not allow for “cottage cluster” developments, with smaller dwellings and higher densities than base standards. The cost, complexity, uncertainty of a master planned development or planned unit development procedure may deter development. For example, Morrow County’s Planned Unit Development (PUD) standards have been identified as difficult to meet by some developers. A more supportive approach is to allow cottage cluster housing outright, subject to clear and objective standards, through a modified PUD application or a special cottage cluster application. The following practices can help ensure the code supports this housing type:

- **Density bonus.** Allow for increased densities over the base zone in exchange for a cap on the size of individual dwelling units. This combination allows for more dwelling units while ensuring an efficient use of land.
- **Low minimum unit size.** Given maximum house sizes of 1,000-1,200 square feet, allow a wide range of sizes—even as small as 400 square feet—and consider allowing both attached and detached housing.
- **Flexible ownership arrangements.** Do not require a single ownership structure; allow the site to be divided into individual lots, built as rental units on one lot, or developed as condominiums.
- **Supportive lot standards.** Ensure that minimum site size, setbacks and building coverage requirements do not prohibit cottage cluster development on smaller lots.
- **Balanced design standards.** Draft basic design requirements that ensure neighborhood compatibility, and efficient use of land, but are not so specific as to restrict the ability to adapt to varying neighborhood contexts.

Similar to promoting missing middle housing types, this strategy may be difficult to implement in Lone and Lexington, in the absence of municipal wastewater treatment systems. Construction of smaller cottage cluster housing would continue to be less expensive than larger detached units on separate lots. However, the amount of land needed for the development in total could be similar unless the area required for septic drainfields is less than with traditional single-family detached homes.

Strategy 9: Promote Accessory Dwelling Units

Applicability: Morrow County, Boardman, Heppner, and Irrigon; other cities as infrastructure is available

Complexity: Low

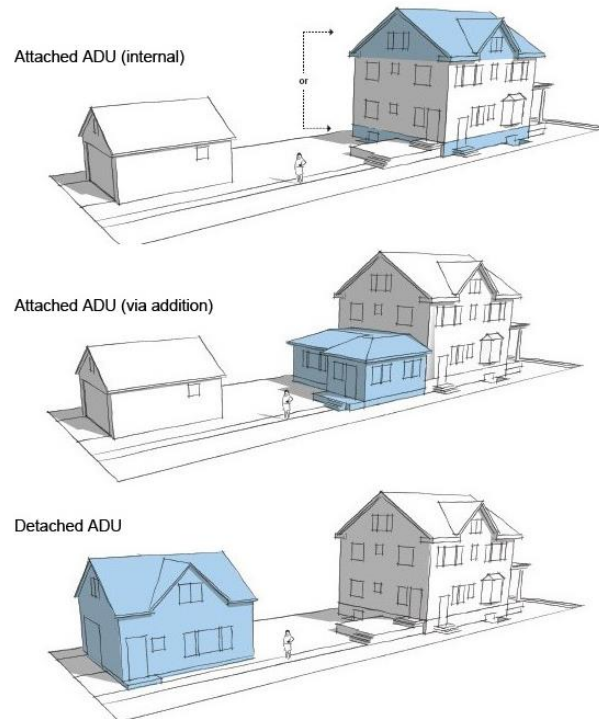
Details and Recommendations:

An Accessory Dwelling Unit (ADU) is a secondary dwelling unit on the same lot as a single-family house that is smaller than the primary dwelling. ADUs can come in three forms: a detached structure, an attached addition, or a conversion of internal living space in the primary dwelling (Figure 2). As ADUs are

often invisible from the street or may be perceived as a part of the primary dwelling, they offer a method of increasing density with minimal visual impact on the character of the neighborhood.

Figure 2. Types of ADUs

ADUs in blue; main residence in white



Source: City of St. Paul, MN

ADUs are a viable housing option with several benefits:

- Building and renting an ADU can raise income for a homeowner and help offset the homeowner's mortgage and housing costs.
- ADUs can add to the local supply of rental units and can provide a relatively affordable rental option for a person or household that prefers living in a detached unit rather than an apartment or other attached housing.
- ADUs offer flexibility for homeowners to either rent the unit or to host a family member. The proximity to the main house can be particularly beneficial for hosting an elderly family member that may need care and assistance.

The state legislature recently adopted a statute that requires cities with a population of over 2,500 and counties with a population over 15,000 to allow ADUs outright on any lot where single-family housing is allowed.¹ In Morrow County, this requirement only applies to Boardman. Still, other jurisdictions may want to encourage ADUs to realize some of the benefits described above. The City of Heppner is the

¹ See ORS 197.312(5)

only jurisdiction in Morrow County that explicitly allows ADUs. These code provisions could be a model for other Morrow County jurisdictions that decide to allow ADUs.

The Oregon Department of Land Conservation and Development has published a model code for ADUs. The model code is intended to provide basic regulations while ensuring that the standards do not present unnecessary barriers to development of ADUs. This model code recommends the following provisions:

- **Maximum Size.** Allow the ADU to be up to 900 square feet or 75% of the primary dwelling, whichever is less.
- **Off-Street Parking.** Do not require an off-street parking space for the ADU in addition to the spaces required for the primary dwelling.
- **Owner Occupancy.** Do not require that the owner of the primary dwelling reside either in the primary dwelling or the ADU, as this limits the marketability of a property with an ADU.
- **Design Standards.** Minimize special design standards that apply to the ADU. In particular, requirements for the ADU to be “compatible” with the primary dwelling may be difficult to implement and not always result in a desirable outcome.
- **Number of ADUs.** Consider allowing two ADUs on the same lot if one of the ADUs is internal or an attached addition.

As identified in the Policy and Code Revisions Memo (Appendix D), it is recommended that the cities of Boardman, Irrigon, Lone, and Lexington adopt regulations that allow ADUs and use the DLCD model code or the Heppner code provisions for guidance in developing supportive and appropriate standards. It is also recommended that Morrow County allow for ADUs in appropriate residential zones in the County as authorized by recent state legislation. In Lone, Lexington and the unincorporated portions of the County, standards for ADUs will need to reflect impacts on septic and water supply systems in the absence of municipal water and wastewater treatment and collection systems.

In each jurisdiction, these amendments should be considered as part of a public process with input from residents on how to minimize potential impacts of ADU development.

5. Incentives for Development

Incentive 1: System Development Charges (SDC) and/or Fee Waivers

Applicability: Cities and County

Complexity: Medium

Details and Recommendations:

Waiver, exemption or deferral of SDC's or development fees directly reduces the soft costs of development to applicants for desired housing types. Development fees are not regulated by state law and cities have significant leeway to waive, reduce, or defer these fees. These fees may typically be applied by planning, building or engineering departments. SDC's face more statutory limitations and other hurdles to implementation. Generally, the reductions should be applied to housing types that demonstrate a similar reduction in demand for services or impacts (e.g. smaller units, multi-family vs. single family, ADU's, housing types that generate less traffic, etc.) However, state law does not directly address reductions that are not justified on these bases. The impacts of SDC or fee waivers will differ by jurisdiction depending on the size of the local charges. The magnitude of the fiscal impact will mirror how much of a benefit this incentive really provides to the developer.

Some jurisdictions offer full or partial SDC exemptions for affordable housing developments or subsidize them with funding from another source (e.g. urban renewal or general fund). A related type of program can allow developers of affordable housing to defer or finance payment of SDCs, which can reduce up-front costs and financing costs for the developer.

With deferral or financing of SDCs, the fiscal impacts to the City and its partners is minimal because charges are eventually paid. The period of repayment should not be a detriment to public agencies that operate on indefinite timelines. A financing program can be more beneficial to the property owner because SDC's are paid gradually, rather than in a lump sum soon after the completion of the project. However, a financing program also brings additional administrative requirements and costs to the City to track and collect payments over time.

Incentive 2: Tax Exemptions and Abatements

Applicability: Cities

Complexity: Medium-High

Details and Recommendations:

Tax exemptions or abatements offer another financial incentive to developers that can improve the long-term economic performance of a property and improve its viability. This can be a substantial incentive, but the city or county will forego taxes on the property, generally for ten years. Other taxing jurisdictions are not included, unless they agree to participate. Tax exemption programs are authorized by the state for specific purposes:

- Non-profit Low Income Housing (ORS 307.540 – 307.548): Exemptions for non-profit suppliers of affordable housing
- Low-Income Rental Housing (307.515 – 307.523): Broader exemption for projects that include affordable housing that can apply to private developers.
- Homeownership, Rehabilitation in Cities (307.651 – 307.687): An exemption to encourage new development and home renovation for owner (not rental) units of 120% median home price or less.
- Tax Freeze for Property Rehabilitation (ORS 308.450 – 308.481): A program that allows the owner of single-family or multi-family properties to complete renovations on a property, while freezing the assessed value at the prior level.
- Vertical Housing (ORS 307.841 – 307.867): An incentive for housing developments of two or more stories. This partial exemption grows larger with each additional floor of housing provided.
- Multiple-Unit Housing (in transit areas) (ORS 307.600 – 307.637): Intended for town centers and transit areas. May have limited use in rural counties, but may apply where there is regular transit service.

Tax abatements or exemptions alleviate property taxes on certain types of development, often for a set period of time. Exemptions can be a very strong tool to incentivize affordable housing and make proposed projects more viable, depending on how the exemptions are structured.

6. Funding Sources and Uses

Funding Source 1: Construction Excise Tax

Applicability: Cities and County

Complexity: Medium

Details and Recommendations:

The construction excise tax (CET) is a tax on construction activity of new structures or additional square footage to an existing structure to pay for housing affordable at 80% of AMI or less. Cities or counties may levy a CET on residential construction of up to 1% of the permit value, or on commercial and industrial construction with no limit on the rate.

The allowable uses for CET revenue are set forth in state statute, but they include a set-aside for administration costs, and used by the jurisdiction to recover costs of developer incentives such as fee waivers or tax abatements.

If this strategy is implemented in Morrow County and its communities, it is recommended to be done at a county-wide level to reduce the unintended consequence of making development costs higher in some Morrow County communities than others. Typically, the CET is collected as part of the building permitting process, so this also would make sense from an administrative perspective. If applied in all cities and collected by the county, each city would need to establish some type of intergovernmental agreement guiding collection and distribution of CET revenues. The cities and County also could work together on a strategy for use of the funds that is consistent with statutory requirements, help meet the needs of individual cities, and incorporates a coordinated approach to housing assistance programs, similar to the approach currently implemented through the County's Enterprise Zone program (described below).

Funding Source 2: Tax Increment Financing (Urban Renewal)

Applicability: Selected cities (e.g., Boardman and possibly Irrigon) and county

Complexity: High

Details and Recommendations:

Tax increment financing (TIF) is the mechanism through which urban renewal areas (URA) grow revenue. At the time of adoption, the tax revenues flowing to each taxing jurisdiction from the URA is frozen at its current level. Any growth in tax revenues in future years, due to annual tax increase plus new development, is the "tax increment" that goes to the URA itself to fund projects in the area. Small cities (50k people or less) are allowed to have up to 25% of their land area and assessed value in URAs.

For the most part, these funds must go to physical improvements in the area itself. These projects can include participating in public/private partnerships with developers to build housing, or can be used to complete off-site public improvements that benefit and encourage new development in the area, or

to acquire key sites. The funds can also be used for staff to administer these programs, and to refund waived SDCs.

Urban Renewal requires the jurisdiction to undertake an adopted feasibility study and plan. These documents lay out the boundaries of the URA, the required findings of “blight” (broadly defined) in the area, the projected fiscal performance of the URA, the planned projects that will be undertaken. The URA is overseen by an Urban Renewal Agency which typically is affiliated closely with the jurisdiction itself and may have the same membership as the council or commission.

Urban Renewal is a good tool to use in areas where new development or redevelopment is anticipated. The growth of TIF revenue depends on this growth actually occurring; if a URA remains stagnant, then tax revenues will not grow to fund the planned projects. Therefore, it is advisable that the Urban Renewal agency waits for some sign of growth in the URA, before undertaking the expense of public projects dependent on TIF. That said, once some growth has occurred or seems likely to occur in response to the public expenditure, the Urban Renewal Agency

Many different project types are allowable under the Urban Renewal program though they generally require some physical improvement to occur. These may include financing public infrastructure (new roads, water, sewer, etc.) to an area to allow private development to occur there. These also may include various partnership or incentive programs with other agencies or private developers.

The City of John Day has recently created an innovative URA to help provide incentives for both new housing and renovated housing. The incentives are designed to rebate some of the newly created assessed value directly to the property owner, to make the project more attractive. The URA was created such a way to include much of the City’s vacant developable land for housing, to encourage build-out and ensure that the value of new development is captured by the TIF.

Funding Source 3: Local Housing Development Funds

Applicability: Cities and local and regional partners

Complexity: Medium

Details and Recommendations:

Through the Columbia River Enterprise Zone, funds are collected from local businesses that participate in the tax abatement program. Those funds are then used to fund programs to address a variety of local community needs, including housing. Community development associations within the County use the money at their discretion to implement different housing programs, including a homebuyer down-payment assistance program in Boardman and a duplex project in Heppner.

This is an excellent example of an innovative local funding initiative, coupled with a public private partnership between local government, local employers and others. Continuation of this program and potential expansion of the use of funds for local housing initiatives will continue to be an important component of housing strategies in Morrow County.

The Columbia River Enterprise Zone recently awarded \$3.24 million in grants to a wide range of County partners, to allow them to share in the growth taking place in the zone. Recipients included the Boardman Community Development Association which administers the Homebuyers Incentive Program, the City of Irrigon, and multiple educational and economic development groups. The shared funds are aimed at improving education, community enhancement, emergency services and infrastructure, and housing in Morrow County.

This is an important source of on-going funding for the housing initiatives discussed in this report. In addition to direct assistance to homebuyers and renters, these funds could potentially be used for direct incentives to builders, or to reimburse the city or county for indirect incentives, such as waived SDC's or other fees. In addition, these funds can potentially be used for public infrastructure which can also facilitate development by connecting under-served land.

Funding Source 4: Other Property Owner Assistance Programs

Applicability: Cities and local and regional partners

Complexity: Varied

Details and Recommendations:

There is a wide range of programs intended to provide incentives to property owners and builders to build and maintain housing stock (in addition to the state-authorized tax incentives discussed above.) These programs are typically aimed at property owners or renters, but public agencies can be well versed in these resources and ensure that public incentives can dovetail with these programs to have maximum impact. These programs include:

GEODC

- Northeast Regional Housing Rehabilitation Loan Program: This program provides 0% interest, deferred payment loans to qualified homeowners to rehabilitate and maintain housing so households can stay in place and lower-cost housing stock can remain in service. This program is funded through Community Development Block Grant funding among other sources.

USDA Housing Programs

The USDA provides a wide range of rural housing and community development grants and loans that may be applicable in some or all of Morrow County. Many of these programs are aimed directly at providing financing in areas and for projects that have difficulty gaining financing from other sources.

- Farm Labor Direct Loans and Grants
- Housing Preservation & Revitalization Demonstration Loans and Grants
- Housing Preservation Grants
- Multi-Family Housing Direct Loans

- Multi-Family Housing Loan Guarantees
- Multi-Family Housing Rental Assistance
- Single Family Housing Direct Loans
- Single Family Housing Loan Guarantees
- Mutual Self-Help Housing Technical Assistance Grants (to orgs to implement Habitat-for-Humanity model)
- Rural Housing Site Loans (to purchase sites for low- and moderate-income housing)

Regional or local housing coordinators should maintain familiarity with these programs and consider the ways that other programs can leverage these resources to amplify the total incentives.

Funding Uses 1: Public/Private Partnerships

Applicability: Cities and county

Complexity: Medium

Details and Recommendations:

Most of the strategies discussed below fall under the umbrella of public/private partnerships which include a broad range of projects where the public contributes to private or non-profit development. The public involvement usually entails providing some financial incentive or benefit to the development partner in return for the partner's agreement that the development will provide some public benefit for a specified length of time. These partnerships can be used to encourage a wide range of public goals, including certain development forms, affordability levels, public space (plazas, parks), environmental features, mixed uses, etc.

A key barrier to meeting housing needs in Morrow County has been the lack of development capacity to build the types of housing needed to serve local workers. In addition, owners of large developable properties have not been ready to sell or develop their land for housing. These factors have limited the pace and volume of housing development in the County. Partnerships with local or regional developers, builders and property owners will be a key to encouraging and realizing housing development goals in the area.

The benefit of public/private partnerships is that the city or county does not have to build internal expertise in development, property management, or complicated affordable housing programs. Partner agencies or companies with experience in these types of projects benefit from public contributions, making the projects more feasible.

Public contributions to partnerships with other agencies or companies tend to take the form of a financial contribution (grant or loan), fee or SDC waivers, building adjacent off-site improvements, or tax exemptions or abatements. Many of these tools are detailed in this report. Potential partners in the

area include Umatilla County Housing Authority, Habitat for Humanity, CAPECO, the Port, active builders in the region, and key landowners.

Funding Uses 2: Land Acquisition/ Use Public Lands

Applicability: Cities and county

Complexity: Medium

Details and Recommendations:

Control of a key site gives a public agency ultimate say in what happens in that location. Typically, a development partner is eventually identified to develop the site, and the value of the property provides a significant incentive that the city can contribute to the project. Through reduced property transfer, the city can ensure that the development meets public goals such as affordable housing, multi-family housing, mixed uses, etc. The discounted land may also allow development forms that would not typically be economically feasible to become viable. Acquisition of new land may be expensive, but reuse of surplus public land may be possible with little new cost to the public agency.

Funding Uses 3: Community Land Trust

Applicability: Cities and county

Complexity: Medium

Details and Recommendations:

A community land trust (CLT) is a model wherein a community organization owns the land underlying a housing development and provides long-term ground leases to households to purchase homes on that property. The structure allows the land value to largely be removed from the price of the housing, making it more affordable. The non-profit agency can also set prices at below-market levels, and can set terms with buyers on the eventual resale of the units, sharing price appreciation, and other terms that allow the property to remain affordable for future owners as well.

Given the distinctive legal structure of CLT's it is likely best for public agencies and its cities to consider partnering with a non-profit community organization to administer this program. The cities can help identify key opportunities for this model and help to capitalize the efforts of its partner. Other CLT's working in different parts of Oregon include Proud Ground and Habitat for Humanity. The latter organization is not a CLT per se but uses a similar approach to maintaining the affordability of the homes it builds largely through volunteer labor. Initial inquiries to these organizations regarding their interest in operating in Morrow County and the type of support they typically seek from local governments would be an important first step in implementing this strategy.

Funding Uses 4: Regional Collaboration & Capacity Building

Applicability: Cities and county

Complexity: Medium

Details and Recommendations:

One potential use of funding would be for administration of a more formal central agency or Regional Housing Coordinator position, to serve as central point-of-contact for community partners and the public. As the county and cities consider a more holistic regional approach to housing challenges, this organizational structure would allow for more strategic planning among the cities.

In addition to capacity building within local government, there is a strong need to enhance the capacity of local builders, developers and supporting partners to develop the types of housing needed to serve the local workforce. Furthering this goal should be a primary component of a regional collaborative strategy.

Builders face some serious challenges in smaller markets that are distant from larger population centers. Often the average local income and spending power for housing is lower, meaning a lower profit margin for the builder, while costs are not lower and may be higher due to the need to transport labor and materials to the site. In addition, the number of housing units will be smaller and may take longer for the market to absorb, then building a larger volume of housing in Hermiston or the Tri-Cities. Because of these considerations, building in smaller markets may be profitable to the developer, but not as profitable as alternative projects.

In discussing these obstacles with developers, many advise that public agencies should focus on working with partners on affordable and workforce housing as the best target for their resources. The most programs, funding and statutory tools exist to address this need. At the same time, affordable housing developments have mission-driven measures of success that can be met in smaller markets, without regard for profit margin. Increasingly these housing programs can be targeted at those making 60% to 80% of median income, which will include many working households.

While public agencies and their partners focus on this working class income segment, new private development is likely to focus on the higher end of the market. The provision of all of this new housing supply helps free up older existing units for first-time homebuyers and middle-income renters.

7. Summary of Housing Strategies

Table 2 provides a summary of all of the recommended housing strategies described above. The table identifies the level of complexity of implementation (“High”, “Medium”, or “Low”) and the applicable jurisdictions.

Table 2. Summary of Housing Strategies

Strategy	Applicable Jurisdiction(s)	Level of Complexity
LAND SUPPLY STRATEGIES		
1. Evaluate and Address Infrastructure Issues	All cities and county; more important in Heppner, Lone, and Lexington	High
2. Ensure Land Zoned for Higher Density Uses is not Developed at Lower Densities	All cities and county	High
3. Research UGB Expansion or Land Swap Opportunities	Boardman, Lone, Irrigon, and Lexington	High
4. Increase the Supply of Rural Residential Land in the County	All cities and county	High
POLICY AND CODE STRATEGIES		
1. Adopt Supportive and Inclusive Comprehensive Plan Policies	All cities and county	Low
2. Enhance Local Amenities and Services	All cities and county	High
3. Adopt Minimum Density Standards	All cities and county	Medium
4. Incentivize Affordable and Workforce Housing	All cities and county	Medium
5. Facilitate “Missing Middle” Housing Types in All Residential Zones	All cities, but may be challenging in Lone and Lexington	Medium
6. Support High Density Housing in Commercial Zones Promote Accessory Dwelling Units	Boardman, Irrigon, and Heppner; other cities as infrastructure is available	Medium

Strategy	Applicable Jurisdiction(s)	Level of Complexity
7. Streamline and Right-Size Minimum Off-Street Parking Requirements	Boardman, Lone, and Lexington	Medium
8. Encourage Cottage Cluster Housing	Morrow County, Boardman and Irrigon; other cities as infrastructure is available	Medium
9. Support Accessory Dwelling Units	Morrow County, Boardman, Heppner, and Irrigon; other cities as infrastructure is available	Low
INCENTIVES FOR DEVELOPMENT		
1. System Development Charges (SDC) and/or Fee Waivers	All cities and county	Medium
2. Tax Exemptions and Abatements	Cities	Medium-High
FUNDING SOURCES		
1. Construction Excise Tax	All cities and county	Medium
2. Tax Increment Financing (Urban Renewal)	Selected cities (e.g., Boardman and possibly Irrigon) and county	High
3. Local Housing Development Funds	Cities and local and regional partners	Medium
4. Other Property Owner Assistance Programs	Cities and local and regional partners	Varies
FUNDING USES		
1. Public/Private Partnerships	All cities and county	Medium
2. Land Acquisition/ Use Public Lands	All cities and county	Medium
3. Community Land Trust	All cities and county	Medium
4. Regional Collaboration & Capacity Building	All cities and county	Medium

Appendix A: Housing and Residential Land Needs Analysis Report



Source: Morrow County

MORROW COUNTY, OR & LOCAL CITIES

HOUSING AND RESIDENTIAL LAND NEEDS ASSESSMENT (OREGON STATEWIDE PLANNING GOAL 10)

20-YEAR HOUSING NEED 2019 - 2039

Prepared For:
MORROW COUNTY, OREGON
May 2019

TABLE OF CONTENTS

TABLE OF CONTENTS	1
Introduction	2
I. MORROW COUNTY DEMOGRAPHIC PROFILE	2
A. POPULATION GROWTH	3
B. HOUSEHOLD GROWTH & SIZE	4
C. FAMILY HOUSEHOLDS	5
D. AGE TRENDS	5
E. HOUSEHOLD INCOME & EMPLOYMENT	6
F. POVERTY STATISTICS	10
II. CURRENT HOUSING CONDITIONS	12
A. HOUSING TENURE	12
B. HOUSING STOCK	12
C. NUMBER OF BEDROOMS	13
D. UNITS TYPES BY TENURE	14
E. AGE OF HOUSING STOCK	14
F. HOUSING COSTS VS. LOCAL INCOMES	15
G. PUBLICLY-ASSISTED HOUSING	16
III. CURRENT HOUSING NEEDS (MORROW COUNTY)	17
IV. FUTURE HOUSING NEEDS - 2038 (MORROW COUNTY)	22
V. FUTURE HOUSING NEEDS - 2039 (CITIES)	25
A. Boardman Housing Profile	27
B. Heppner Housing Profile	30
C. Ione Housing Profile	33
D. Irrigon Housing Profile	36
E. Lexington Housing Profile	39

INTRODUCTION

This analysis outlines a forecast of housing need within Morrow County and its local cities. Housing need and resulting land need are forecast to 2039 consistent with 20-year need assessment requirements of periodic review. This report presents a housing need analysis (presented in number and types of housing units) and a residential land need analysis, based on those projections.

The primary data sources used in generating this forecast were:

- Portland State University Population Research Center
- U.S. Census
- Environics Analytics Inc.¹
- Oregon Employment Department
- Morrow County GIS
- Other sources are identified as appropriate.

This analysis reflects the coordinated population forecast from the Oregon Population Forecast Program, at the Population Research Center (PRC) at PSU. State legislation passed in 2013 made the PRC responsible for generating the official population forecasts to be used in Goal 10 housing analyses in Oregon communities outside of the Portland Metro area (ORS 195.033). The population forecasts used in this analysis were generated in 2016.

This project is funded by County and local funds from Morrow County cities, with some contribution from the Department of Land Conservation and Development.

I. MORROW COUNTY DEMOGRAPHIC PROFILE

SUMMARY

The following table (Figure 1.1) presents a profile of Morrow County demographics from the 2000 and 2010 Census. This includes the city limits of Morrow County, as well as areas currently included within the Urban Growth Boundary (UGB). It also presents the estimated population of this area as of 2018 from PSU estimates.

- Morrow County is a county of an estimated 11,927 people, located in northeastern Oregon, on the Columbia River.
- Morrow County is ranked 29th out of 36 Oregon counties in population, after Baker County and before Lake County.
- Morrow County has experienced steady growth, growing over 8% in population since 2000. Within the county, Boardman and Irrigon grew the fastest, with smaller the communities remaining steady or losing some population during this period. (US Census and PSU Population Research Center)

¹ Environics Analytics Inc. is a third-party company providing data on demographics and market segmentation. It licenses data from the Nielson Company which conducts direct market research including surveying of households across the nation. Nielson combines proprietary data with data from the U.S. Census, Postal Service, and other federal sources, as well as local-level sources such as Equifax, Vallassis and the National Association of Realtors. Projections of future growth by demographic segments are based on the continuation of long-term and emergent demographic trends identified through the above sources.

- Morrow County was home to an estimated 4,221 households in 2018, an increase of roughly 430 households since 2000. The percentage of family households has fallen somewhat between 2000 and 2018 from 77% to 75%. The county has a larger share of family households than the state average (63%).
- Morrow County's estimated average household size is 2.82 persons, down slightly since 2000. This is higher than the statewide average of 2.47.

FIGURE 1.1: MORROW COUNTY DEMOGRAPHIC PROFILE

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	11,034	11,213	2%	11,927	6%
Households ²	3,791	3,926	4%	4,221	8%
Families ³	2,932	2,961	1%	3,178	7%
Housing Units ⁴	4,293	4,454	4%	4,617	4%
Group Quarters Population ⁵	40	23	-43%	24	6%
<i>Household Size (non-group)</i>	2.90	2.85	-2%	2.82	-1%
<i>Avg. Family Size</i>	3.28	3.25	-1%	3.24	0%
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$15,802	\$21,005	33%	\$23,581	12%
Median HH (\$)	\$37,521	\$48,457	29%	\$54,400	12%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

Census Tables: DP-1 (2000, 2010); DP-3 (2000); S1901 (2010 ACS 3-yr Estimates); S19301 (2010 ACS 3-yr Estimates);

¹ From PSU Population Research Center, Population Forecast Program, final forecast for Wasco Co. (6/2016)

² 2018 Households = (2018 population - Group Quarters Population)/2018 HH Size

³ Ratio of 2018 Families to total HH is based on 2017 ACS 5-year Estimates

⁴ 2015 housing units are the 2010 Census total plus new units permitted from '10 through January '18 (source: Census, City of Boardman)

⁵ Ratio of 2018 Group Quarters Population to Total Population is kept constant from 2010.

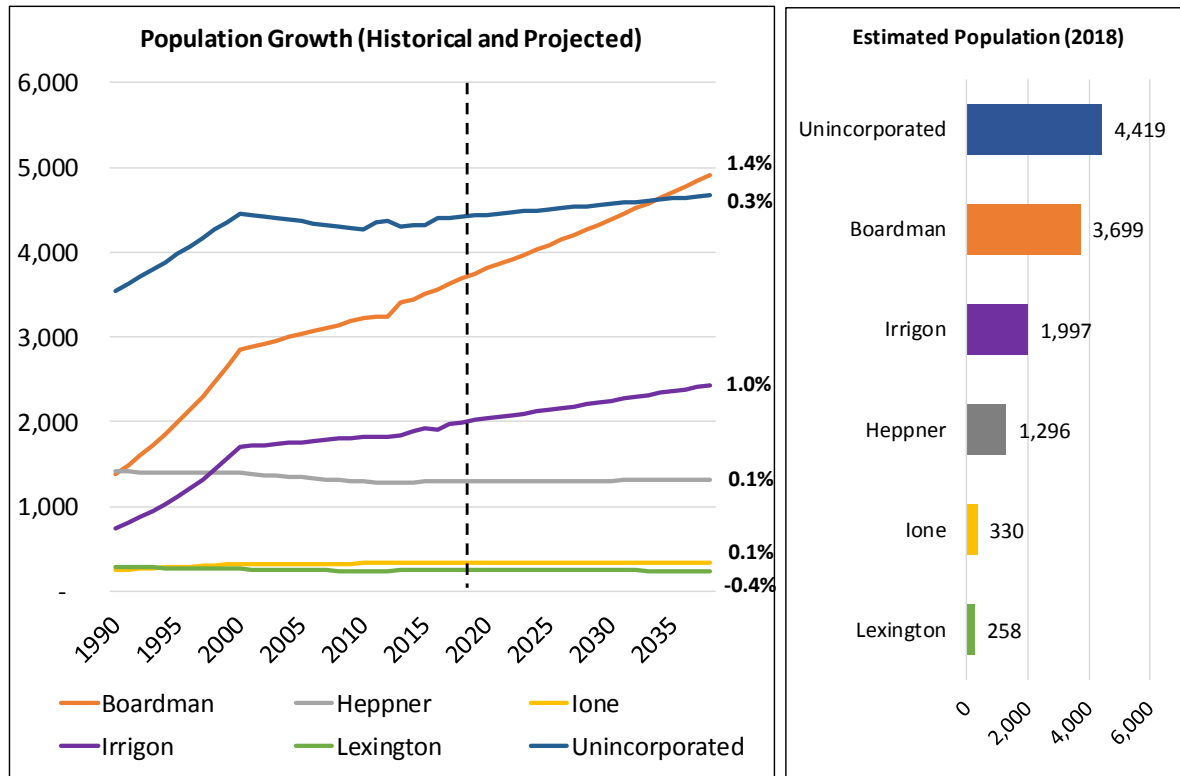
A. POPULATION GROWTH

Since 2000, Morrow County has grown by nearly 900 people, or 8% in 18 years. In contrast the state grew 21% in this time, with most of this growth being the Willamette Valley and Central Oregon regions.

Growth rates have differed across the communities, with Boardman and Irrigon experiencing the most growth, and the small communities to the south experiencing more modest growth. Projected growth rates shown in Figure 1.2 are from the PSU Population Forecasting program, but may be revised during this project.

The growth rates used in this analysis predict the greatest growth in Boardman at 1.4% annually, and 1% annually in Irrigon which would be in keeping with average state growth since 2000. Other areas are projected to grow more slowly.

FIGURE 1.2: POPULATION GROWTH, HISTORICAL AND PROJECTED

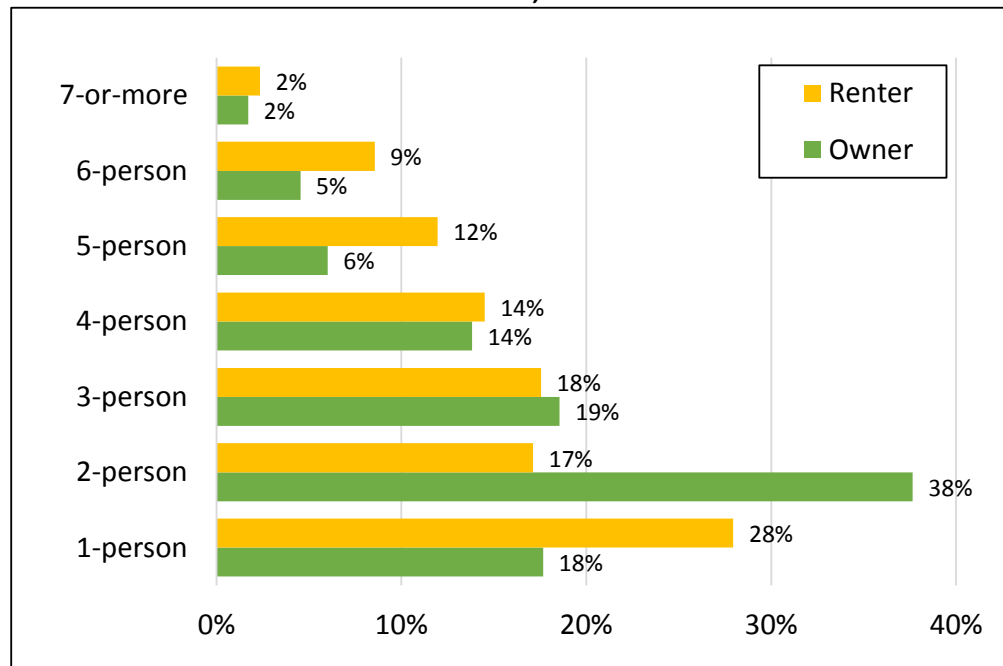


SOURCE: PSU Population Research Center, JOHNSON ECONOMICS LLC

B. HOUSEHOLD GROWTH & SIZE

As of 2018, the county has an estimated 4,221 households. Since 2000, Morrow County has added an estimated 430 households, or 21% growth. A household is defined as all the persons who occupy a single housing unit, whether or not they are related.

FIGURE 1.3: NUMBER OF PEOPLE PER HOUSEHOLD, MORROW COUNTY



SOURCE: US Census, JOHNSON ECONOMICS LLC
Census Tables: B25009 (2017 ACS 5-yr Estimates)

There has been a general trend in Oregon and nationwide towards declining household size as birth rates have fallen, more people have chosen to live alone, and the Baby Boomers have become empty nesters. While this trend of diminishing household size is expected to continue nationwide, there are limits to how far the average can fall. Morrow County has experienced this trends somewhat, but not as starkly as some other areas.

Morrow County’s average household size is 2.82 people, while the average size of family households is 3.24 people.

Figure 1.3 shows the share of households by the number of people for renter and owner households in 2017 (latest available), according to the Census. Renter households are more likely to have one person, or four or more persons. Owner households are more likely to have two people. This is the reverse of the trend seen in many communities, where renter households tend to be smaller. The Census indicates that owner households are more likely to be families than renter households, indicating that many renter households may tend to have multiple non-related residents, or they may tend to be larger families than owner families.

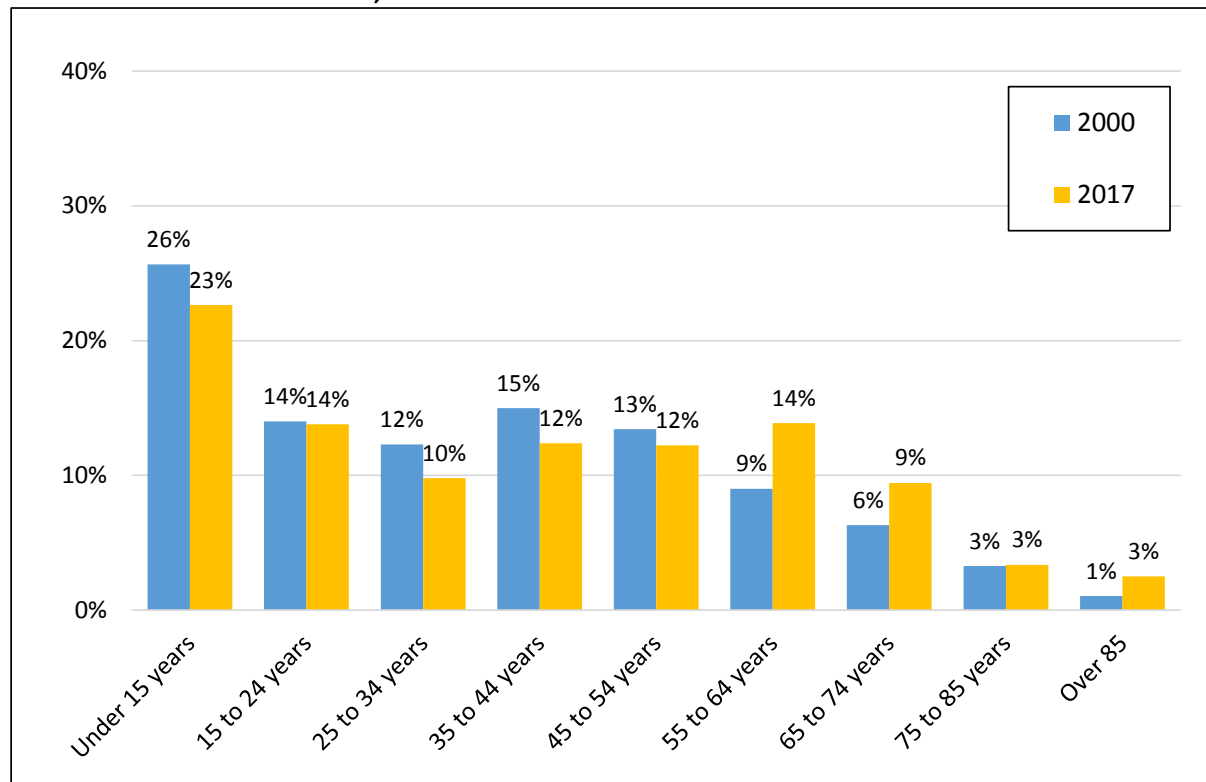
C. FAMILY HOUSEHOLDS

As of the 2017 American Community Survey (ACS), 75% of Morrow County households were family households, falling slightly from 2000 (77%). The total number of family households in Morrow County is estimated to have grown by 247 since 2000. This is 57% of all new households in this period. The Census defines family households as two or more persons, related by marriage, birth or adoption and living together.

D. AGE TRENDS

The following figure shows the share of the population falling in different age cohorts between the 2000 Census and the most recent 5-year estimates. As the chart shows, there is a general trend of growth among older age cohorts, specifically those aged 55 and older. Those in the middle and younger age cohorts fell as a share of total population. Going forward, the older age groups are projected to continuing increasing in share, in keeping with the national trend caused by the aging of the Baby Boom generation.

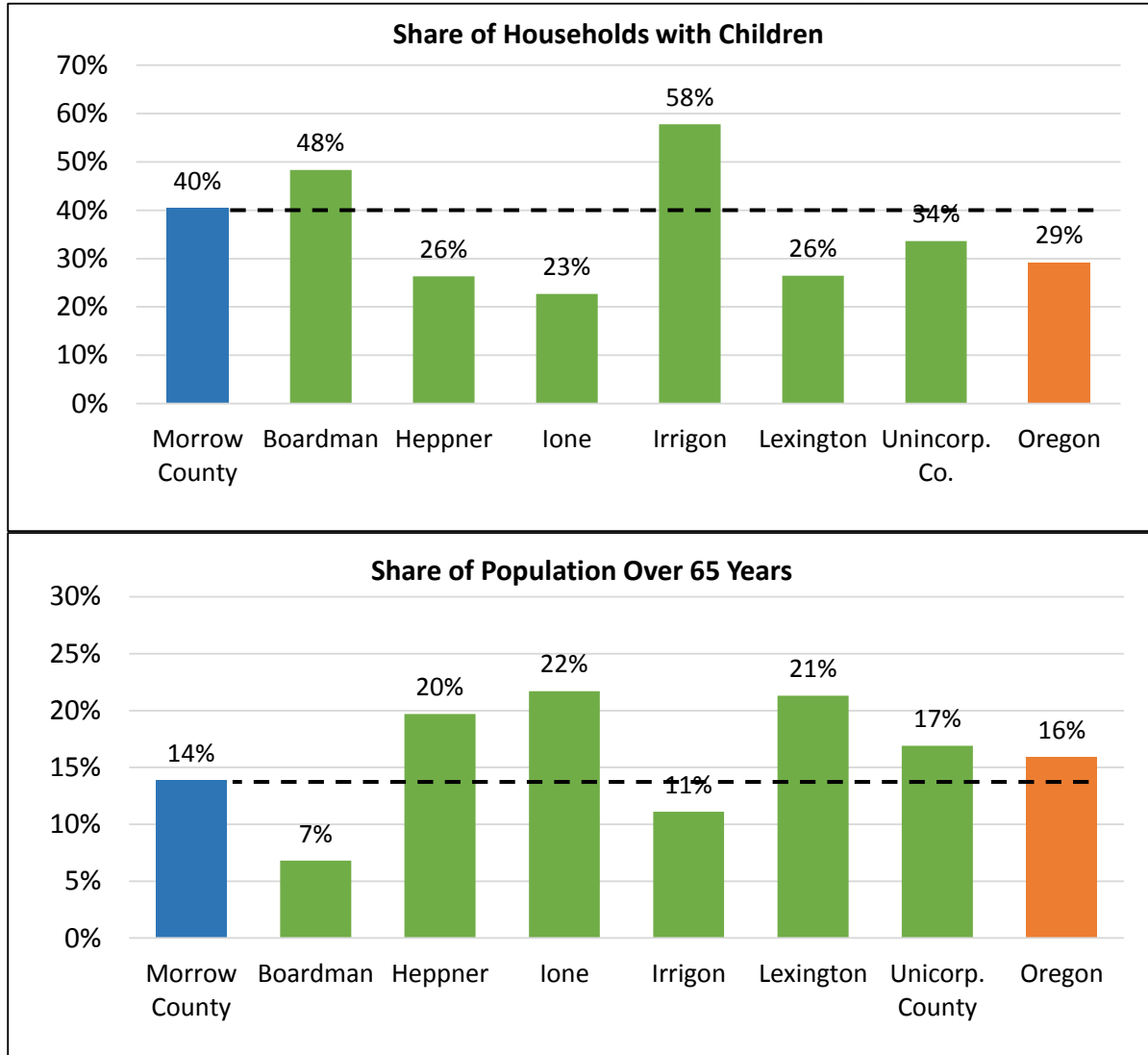
FIGURE 1.4: AGE COHORT TRENDS, 2000 - 2017



SOURCE: US Census, JOHNSON ECONOMICS LLC
 Census Tables: QT-P1 (2000); S0101 (2017 ACS 5-yr Estimates)

- The cohorts that grew in share during this period were those aged 55 and older. Still an estimated 85% of the population is under 65 years of age.
- Figure 1.5 presents the share of households with children, and the share of population over 65 years for comparison. Compared to the state average, Morrow County has a much larger share of households with children and a smaller share of the population over 65.
- The smaller rural communities tend to have fewer households with children while, the largest towns have more. Overall, the county population has fewer senior citizens than the statewide average, but the small rural communities have more.

FIGURE 1.5: SHARE OF HOUSEHOLDS WITH CHILDREN/ POPULATION OVER 65 YEARS (MORROW COUNTY & CITIES)



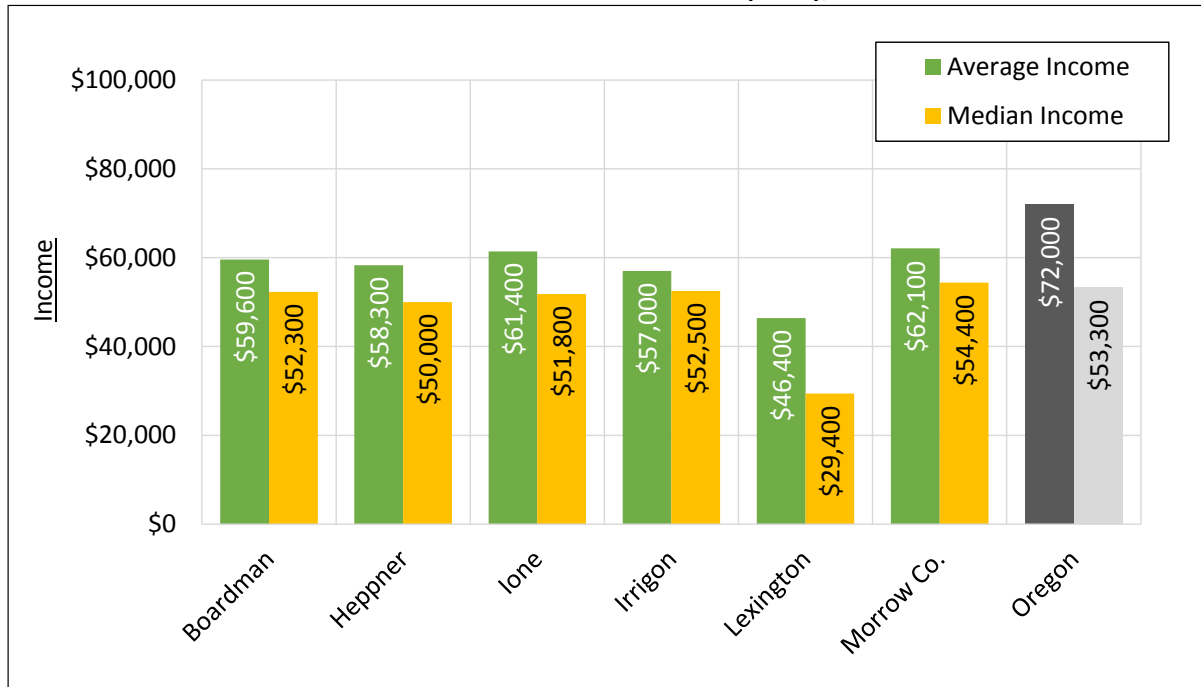
Source: US Census
 Census Tables: B11005; S0101 (2017 ACS 5-yr Estimates)

E. HOUSEHOLD INCOME & EMPLOYMENT

County households have average incomes below the state average, but median incomes near the state median. Estimated incomes are fairly even across the county, but a bit higher in Boardman, Ione, Heppner and unincorporated areas (Figure 1.6). Incomes are lower in Lexington.

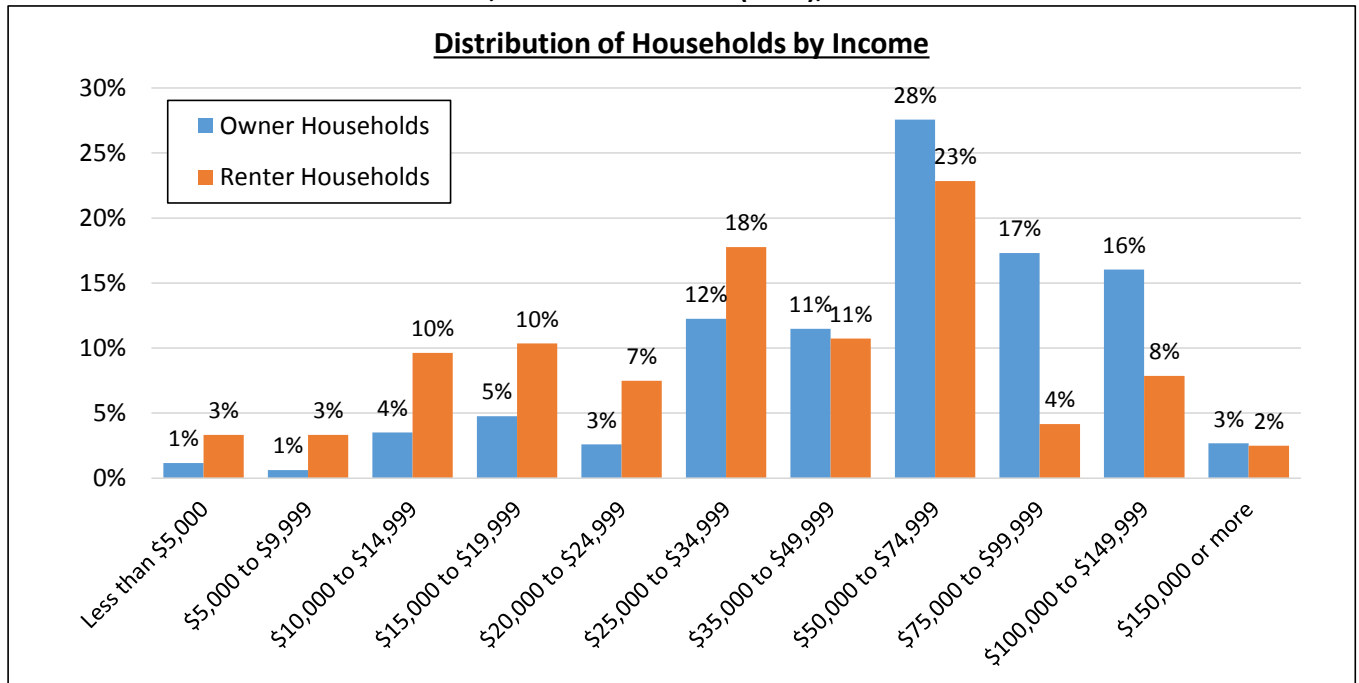
Ownership households tend to have higher incomes than renter households, as is the normal trend (Figure 1.7). However, in both cases the largest single income cohort is the \$50,000 to \$75,000 in keeping with the average and median incomes across the county.

FIGURE 1.6: ESTIMATED AVERAGE AND MEDIAN HOUSEHOLD INCOME (2018), COUNTY AND CITIES



Source: US Census

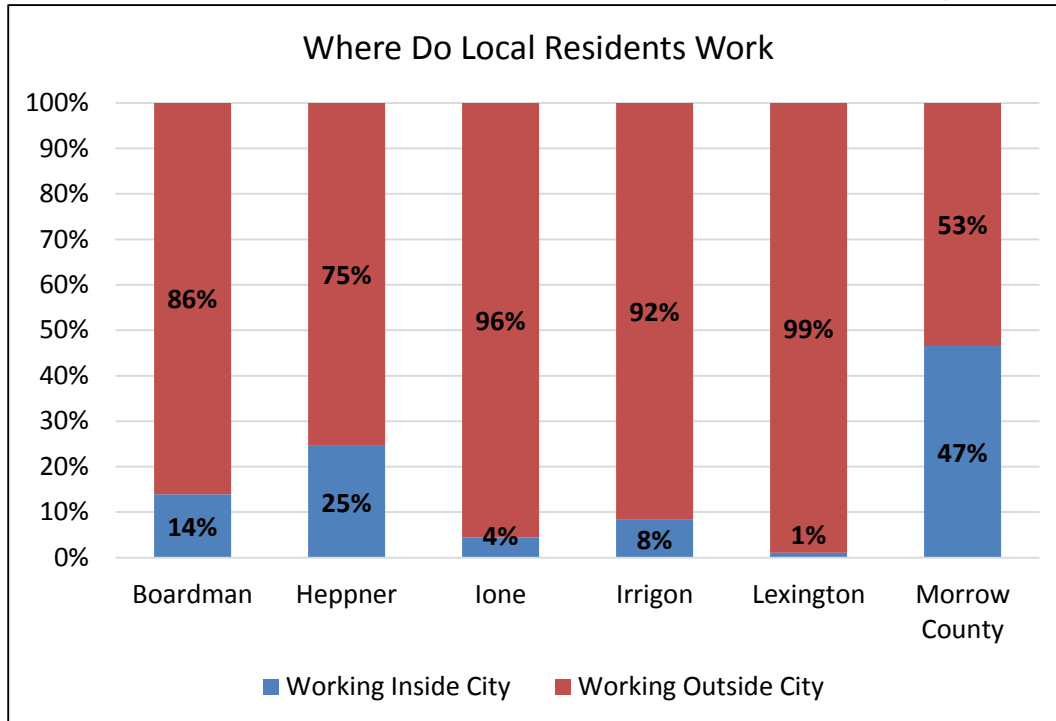
FIGURE 1.7: ESTIMATED HOUSEHOLD INCOME, OWNERS VS. RENTERS (2016), MORROW COUNTY



Source: US Census

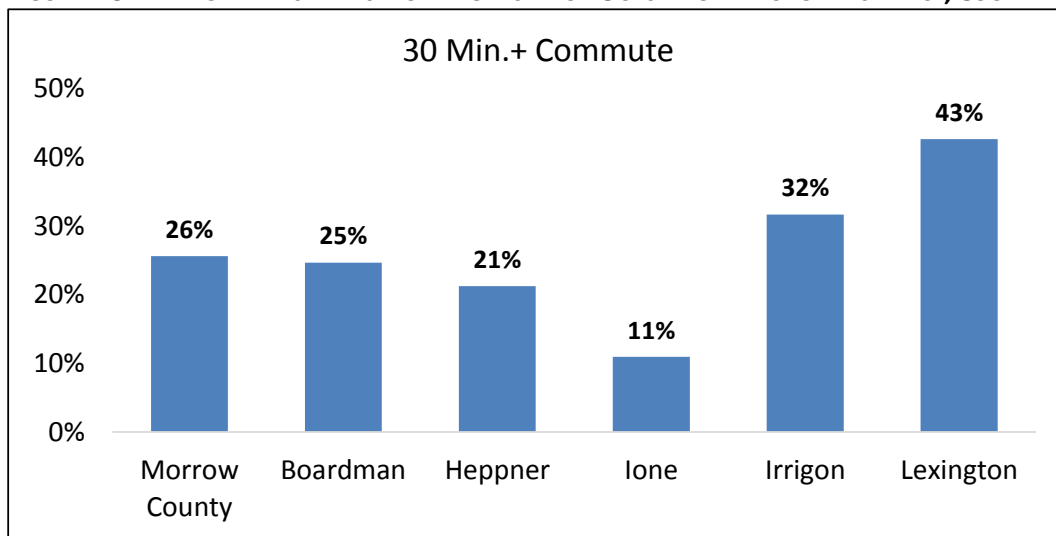
Residents tend to work outside of their own communities with much cross-commuting around the region. According to Census estimates in most communities, an estimated 75% plus of working residents are working outside of their own city. Many work fairly close, including in unincorporated areas near the city, with only 26% of county commuters reporting a commute of 30 minutes or more.

FIGURE 1.8: EMPLOYED RESIDENTS WORKING INSIDE OR OUTSIDE OF PLACE OF RESIDENCE, COUNTY AND CITIES



Source: Census Employment Dynamics

FIGURE 1.9: EMPLOYED RESIDENTS WORKING INSIDE OR OUTSIDE OF PLACE OF RESIDENCE, COUNTY AND CITIES

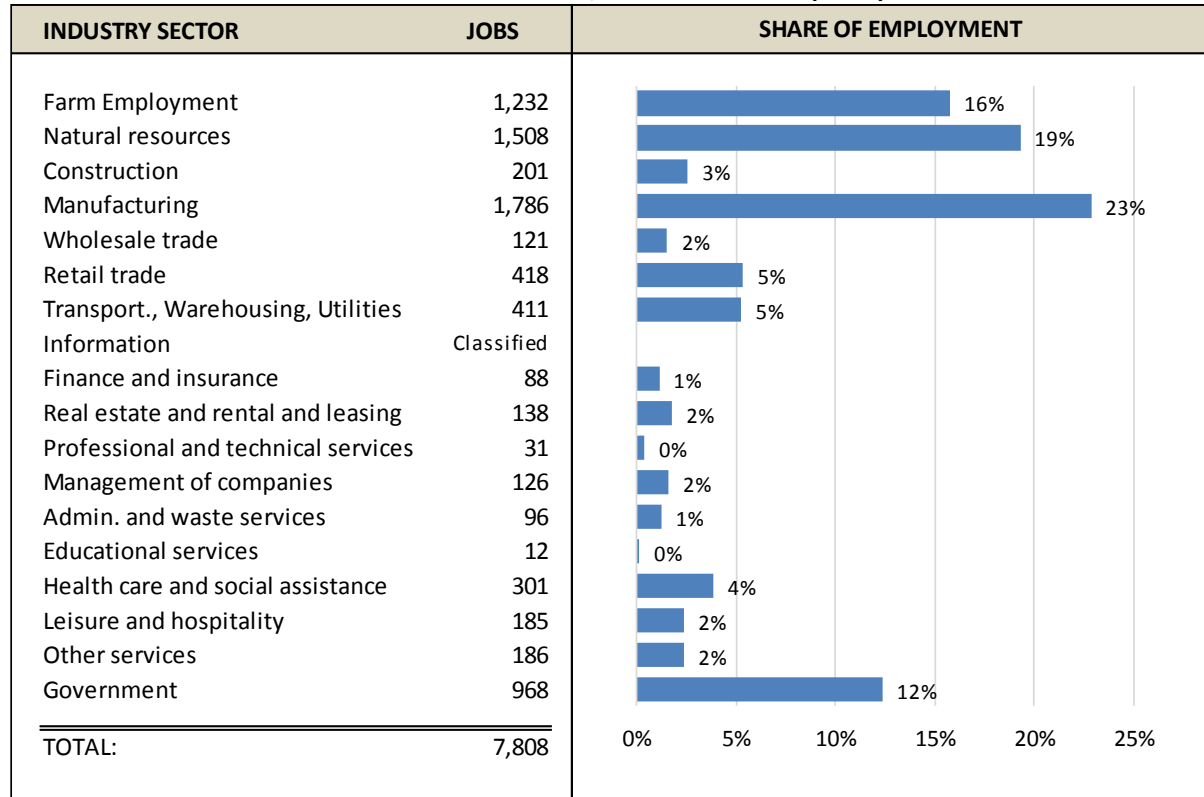


Source: US Census

Figure 1.10 presents a breakdown of estimated employment by industry sector in Morrow County, including farm employment and an estimate of self-employment and other “non-covered” employment.

Morrow County has a largest share of employment in manufacturing (including food processing), natural resources (fishing, forestry, mining and some agricultural jobs), farm employment, and government (including local, state and federal).

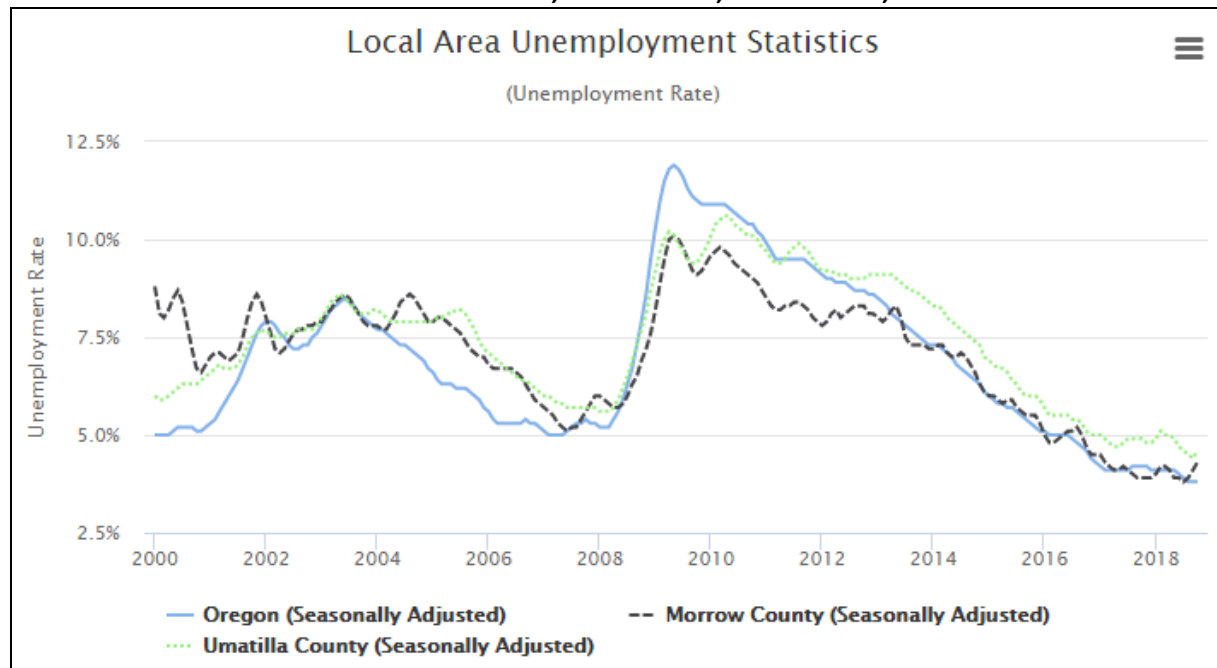
FIGURE 1.10: BREAKDOWN OF COVERED EMPLOYMENT, MORROW COUNTY (2018)



Source: Bureau of Economic Analysis, Oregon Employment Department

Jobs/Household Ratio: Morrow County features an estimated jobs-to-households ratio of 1.85 jobs per household, which means there are a relatively high number of jobs in comparison to households. (There is no “correct” jobs/household ratio, but generally a ratio of 1.0 would mean a balance of employment and residential activity in a jurisdiction. It does not imply that residents will necessarily hold most of these jobs.)

FIGURE 1.11: UNEMPLOYMENT RATE COMPARISON, MORROW CO., UMATILLA CO., AND OREGON



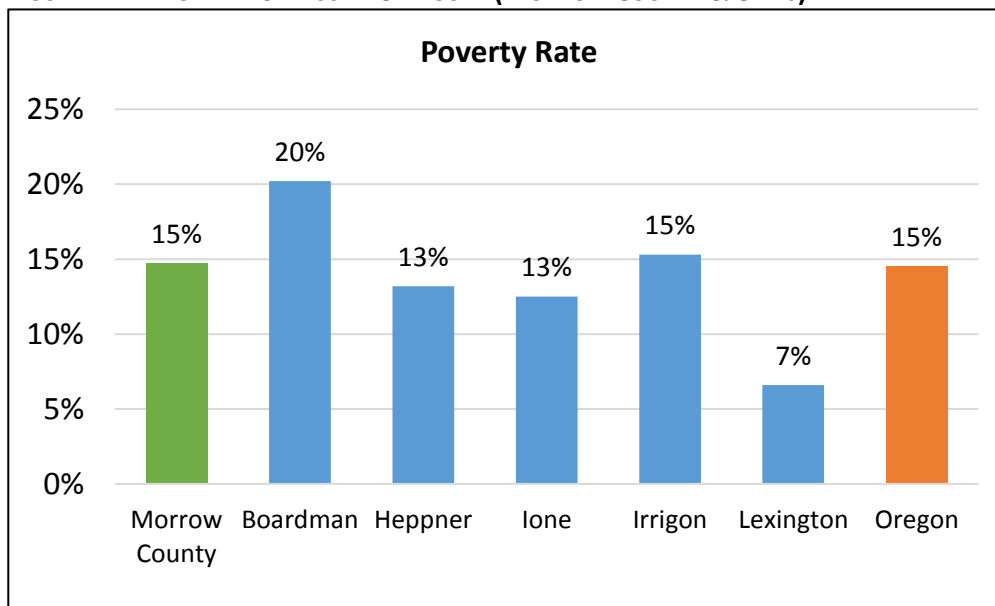
Source: Oregon Employment Department

The Unemployment rate in Morrow County remained below that of the state during the worst of the last recession (Figure 1.11), peaking at around 10%. Since then it has fallen steadily and is now near the state average of 4% unemployment. The county rate has consistently stayed a bit lower than that of neighboring Umatilla County (4.5%).

F. POVERTY STATISTICS

According to the US Census, the official poverty rate in Morrow County is an estimated 15% over the most recent period reported (2017 5-year estimates).² This is roughly 1,635 individuals in Morrow County. In comparison, the official poverty rate at the state level is also 15%. Figure 1.12 shows a comparison of poverty rate among the county and the cities. The rate is estimated to be higher in Boardman and Irrigon and lower in the smaller communities. The discrepancy between Census data pointing to Lexington’s low poverty rate despite low estimated incomes is unexplained.

FIGURE 1.12: POVERTY STATUS BY CATEGORY (MORROW COUNTY & CITIES)

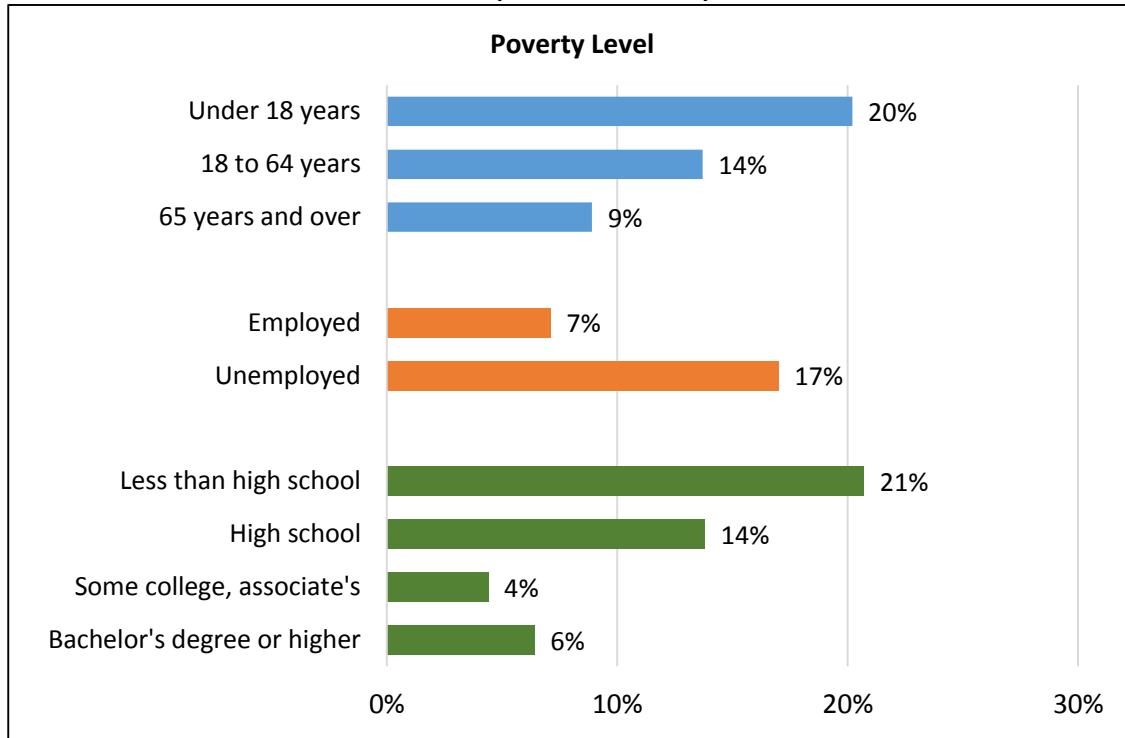


SOURCE: US Census
In the 2013-17 period:

- Morrow County’s poverty rate is highest among children at 20%. The rate is 14% among those 18 to 64 years of age. The rate is lowest for those 65 and older at 9%.
- For those without a high school diploma the poverty rate is 21%. For those with a high school diploma only, the estimated rate is 14%. For those with at least some college education the poverty rate is much lower.
- Among those who are employed the poverty rate is 7%, while it is 17% for those who are unemployed.

² Census Tables: S1701 (2017 ACS 5-yr Estimates)

FIGURE 1.13: POVERTY STATUS BY CATEGORY (MORROW COUNTY)



SOURCE: US Census

II. CURRENT HOUSING CONDITIONS

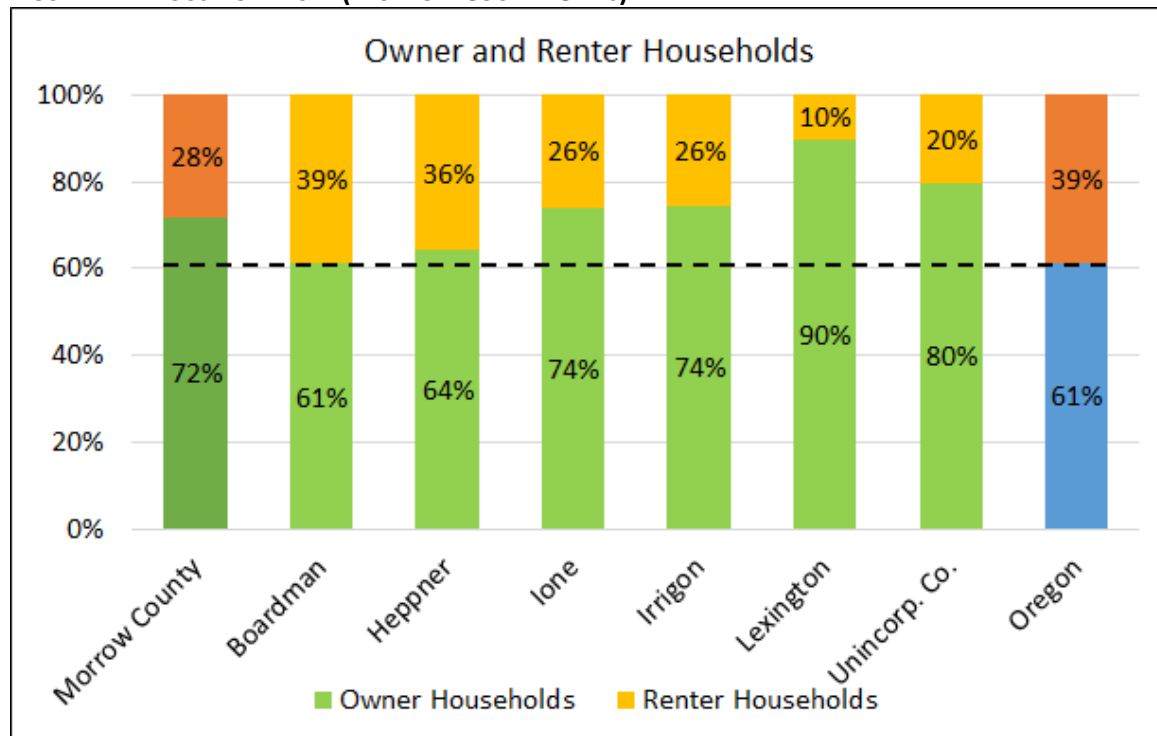
The following figure presents a profile of the current housing stock and market indicators in Morrow County. This profile forms the foundation to which current and future housing needs will be compared.

A. HOUSING TENURE

Morrow County has a larger share of owner households than renter households among permanent residents. The 2017 American Community Survey estimates that 72% of occupied units were owner occupied, and 28% renter occupied. The estimated ownership rate is lower in Boardman and Heppner, and higher in the other communities and unincorporated areas.

The ownership rate in Morrow County has fallen slightly from 73% since 2000. During this period the statewide rate fell from 64% to 61%. Nationally, the homeownership rate has nearly reached the historical average of 65%, after the rate climbed from the late 1990's to 2004 (69%).

FIGURE 2.1: HOUSING TENURE (MORROW COUNTY CITIES)



SOURCE: Census ACS 2017

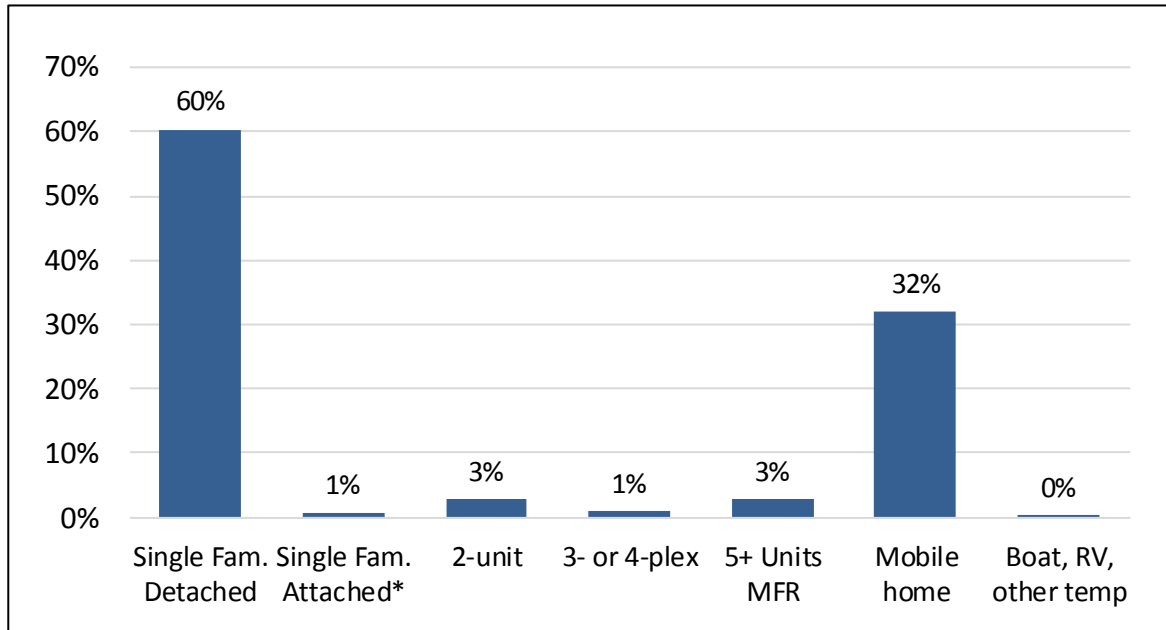
B. HOUSING STOCK

As discussed in Section I, Morrow County UGB had an estimated 4,617 housing units in 2018, with an estimated total vacancy rate of 8%.

Figure 2.2 shows the estimated number of units by type in 2017. Detached single-family homes represent an estimated 60% of housing units, while mobile homes represent an additional 32% of inventory.

Units in larger apartment complexes of 5 or more units represent just 3% of units, and other types of attached homes represent an additional 5% of units. (Attached single family generally includes townhomes, some condo flats, and -plexes which are separately metered.) There is a small share of households living in RV's and other non-traditional or temporary housing.

FIGURE 2.2: ESTIMATED SHARE OF UNITS, BY PROPERTY TYPE, 2017 (MORROW COUNTY)

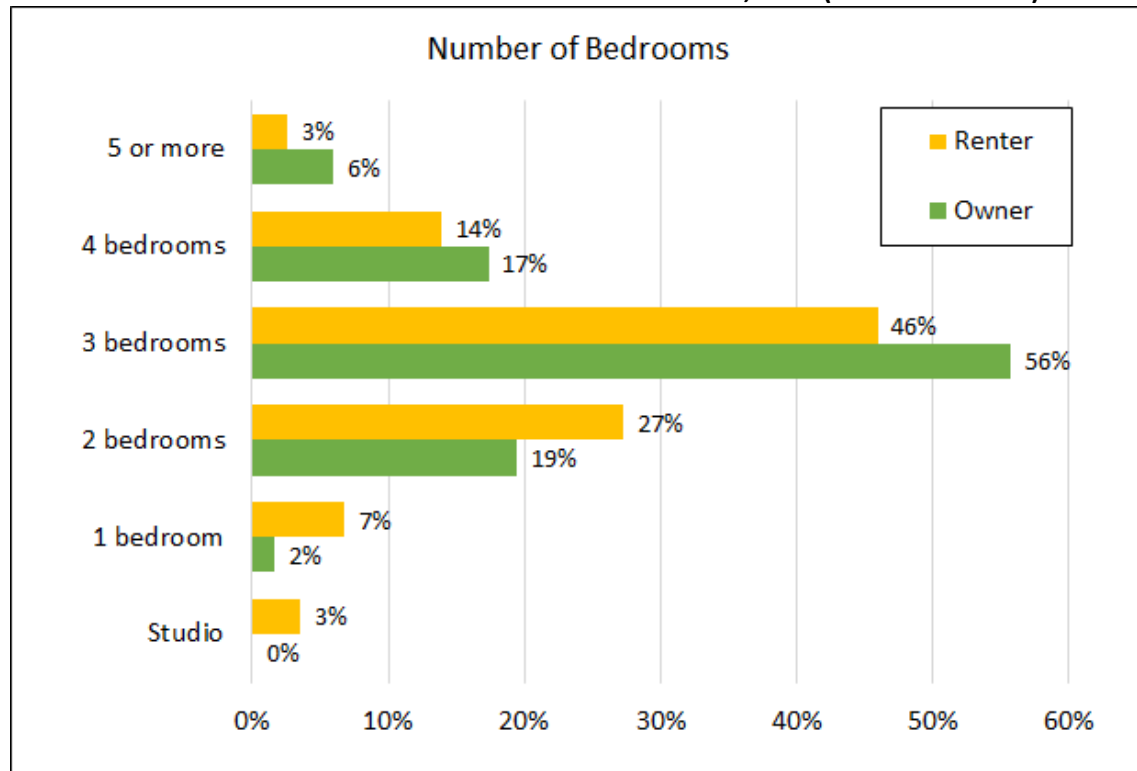


* Census definition includes townhomes/rowhouses and duplexes attached side-by-side, separately metered
 SOURCE: Morrow County, Census ACS 2017

C. NUMBER OF BEDROOMS

Figure 2.3 shows the share of units for owners and renters by the number of bedrooms they have. Owner-occupied units are more likely to have three or more bedrooms, while renter occupied units are more likely to have two or fewer bedrooms.

FIGURE 2.3: NUMBER OF BEDROOMS FOR OWNER AND RENTER UNITS, 2017 (MORROW COUNTY)



SOURCE: US Census
 Census Tables: B25042 (2017 ACS 5-year Estimates)

D. UNITS TYPES BY TENURE

As Figure 2.4 shows, a large share of owner-occupied units (66%) are detached homes, or mobile homes (33%). Renter-occupied units are more distributed among a range of structure types. 74% of rented units are estimated to be detached homes or mobile homes, while the remainder are some form of attached unit. An estimated 11% of rental units are in larger apartment complexes of 5 or more units.

FIGURE 2.4: CURRENT INVENTORY BY UNIT TYPE, FOR OWNERSHIP AND RENTAL HOUSING

OWNERSHIP HOUSING

UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4- plex	5+ Units MFR			
Totals:	2,267	9	12	0	0	1,126	14	3,428
Percentage:	66.1%	0.3%	0.4%	0.0%	0.0%	32.9%	0.4%	100.0%

RENTAL HOUSING

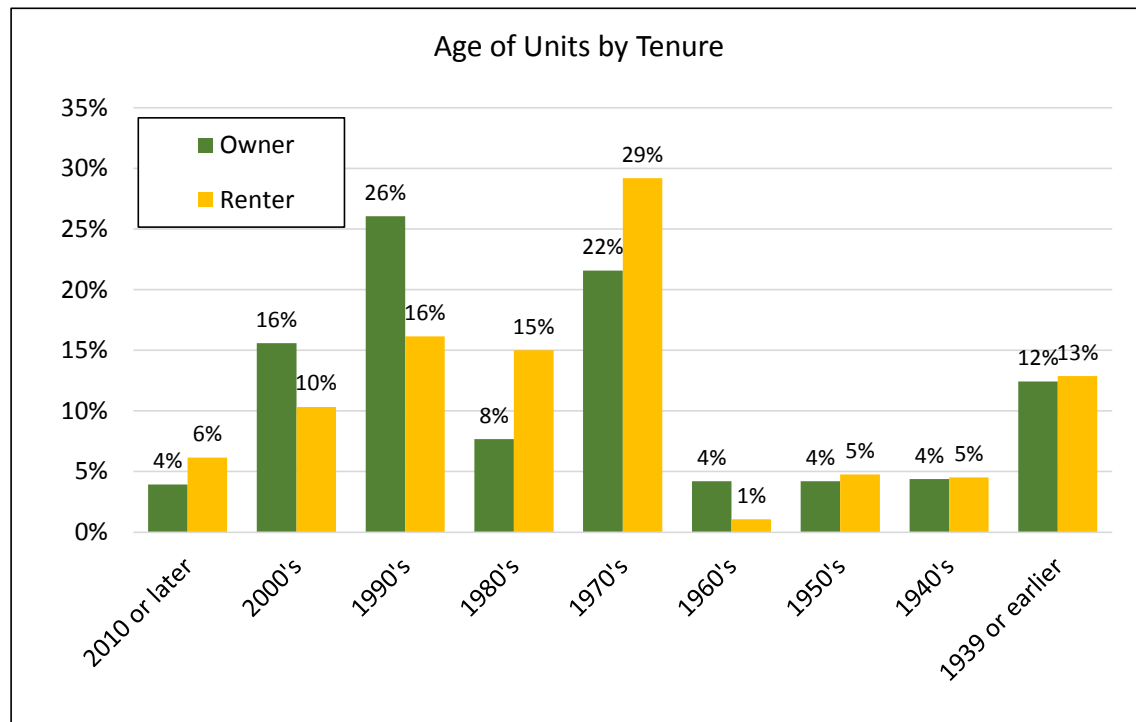
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4- plex	5+ Units MFR			
Totals:	521	28	116	43	130	353	0	1,190
Percentage:	43.8%	2.3%	9.7%	3.6%	10.9%	29.7%	0.0%	100.0%

Sources: US Census, JOHNSON ECONOMICS, MORROW COUNTY

E. AGE OF HOUSING STOCK

Morrow County's housing stock reflects the pattern of development in the area over time. 83% of the housing stock is pre-2000 with the remainder being post-2000. Roughly a third of the stock was built in the 1980's and 1990's, a quarter in 1970's, and another quarter in 1960's and earlier. Figure 2.5 shows that owners are more likely to live in newer housing, while rental housing is more evenly distributed among the time periods.

FIGURE 2.5: AGE OF UNITS FOR OWNERS AND RENTERS

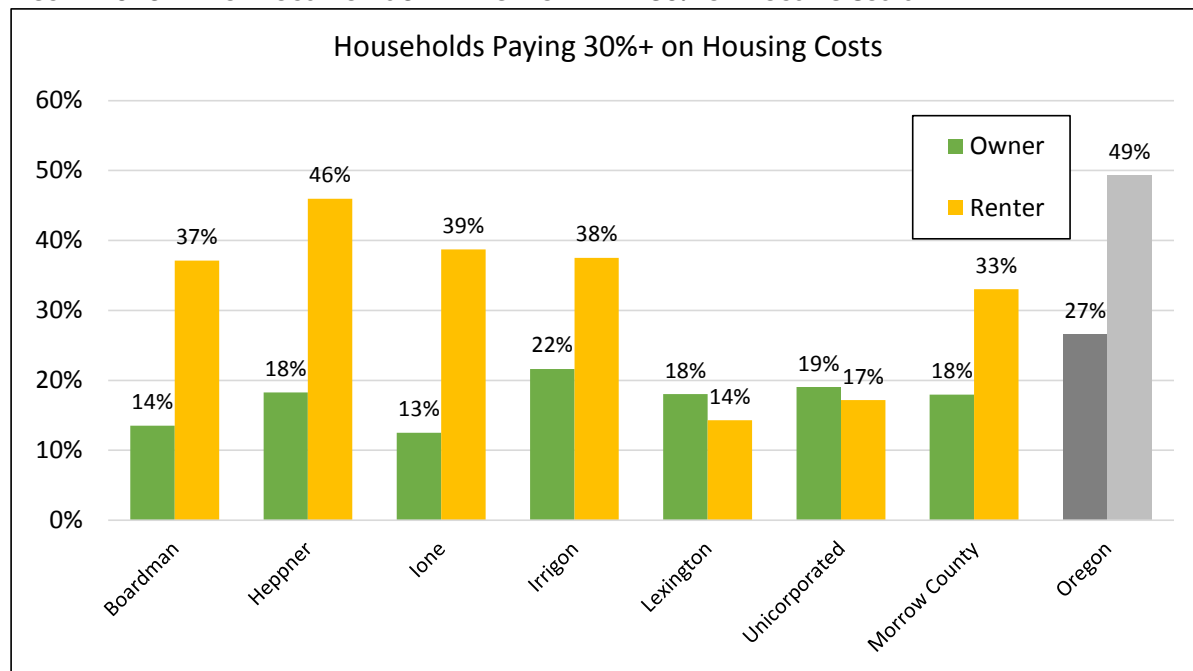


SOURCE: US Census
 Census Tables: B25036 (2017 ACS 5-year Estimates)

F. HOUSING COSTS VS. LOCAL INCOMES

Figure 2.6 shows the share of owner and renter households who are paying more than 30% of their household income towards housing costs. (Spending 30% or less on housing costs is a common measure of “affordability” used by HUD and others, and in the analysis presented in this report.)

FIGURE 2.6: SHARE OF HOUSEHOLDS SPENDING MORE THAN 30% ON HOUSING COSTS



Sources: US Census, JOHNSON ECONOMICS
 Census Table: B25106 (2017 ACS 5-yr Estimates)

In comparison to the state, Morrow County and the cities tend to have a lower share of both owner and renter households spending more than 30% of their income on housing costs. Nevertheless, 22% of county households fall within this category.

Renters are disproportionately lower income relative to homeowners. The burden of housing costs are felt more broadly for these households, and as the analysis presented in a later section shows, there is a need for more affordable rental units in Morrow County, as in most communities.

G. PUBLICLY-ASSISTED HOUSING

Currently Morrow County is home to 408 rent-subsidized units in ten properties. This represents over 8% of the county's housing stock. Of these units an estimated 245 are intended for families or a mixture of residents, while the remainder serve specialty populations such as the elderly, disabled or farmworker populations.

The Umatilla County Housing Authority also administers housing choice vouchers which may be used in Morrow County or other counties in the jurisdiction.

Agricultural Worker Housing: There are roughly 175 units intended for farm workers and/or their families in Morrow County. This represents an estimated 15% of the county rental inventory. Other than a small property in Irrigon, all of these are located in Boardman.

Homelessness: A Point-in-Time count of homeless individuals in Morrow County conducted in 2017 found no homeless individuals on the streets, however local agencies and leaders are aware of a homeless population in the community. One challenge in counting these individuals is that Morrow County does not have shelter housing that helps to identify and register homeless individuals and households. The County is working to identify strategies to better capture the number of homeless in the area in the next Point-in-Time count.

III. CURRENT HOUSING NEEDS (MORROW COUNTY)

This section discusses the assessment of current housing needs and explains methodology. This is provided here *at the County-wide level*. Findings for the individual cities are presented at the end of this report, with less explanation of methodology and interim steps.

* * *

The profile of current housing conditions in the study area is based on Census 2010, which the Portland State University Population Research Center (PRC) uses to develop yearly estimates that have been further forecasted to 2018.

FIGURE 3.1: CURRENT HOUSING PROFILE (2018)

CURRENT HOUSING CONDITIONS (2018)		SOURCE
Total 2018 Population:	11,927	PSU Pop. Research Center
- Estimated group housing population:	24 (0.2% of Total)	US Census
Estimated Non-Group 2018 Population:	11,903 (Total - Group)	
Avg. HH Size:	2.82	US Census
Estimated Non-Group 2018 Households:	4,221 (Pop/HH Size)	
Total Housing Units:	4,617 (Occupied + Vacant)	Census 2010 + permits
Occupied Housing Units:	4,221 (= # of HH)	
Vacant Housing Units:	397 (Total HH - Occupied)	
Current Vacancy Rate:	8.6% (Vacant units/ Total units)	

Sources: Johnson Economics, City of Boardman, PSU Population Research Center, U.S. Census

We estimate a current population of roughly 12,000 residents, living in 4,220 households (excluding group living situations). Average household size is 2.8 persons.

There are an estimated 4,617 housing units in the county, with nearly 400 units vacant. The estimated 2018 vacancy rate of housing units is 8.5%. This includes units vacant for any reason, not just those which are currently for sale or rent.

ESTIMATE OF CURRENT HOUSING DEMAND

Following the establishment of the current housing profile, the current housing demand was determined based upon the age and income characteristics of current households.

The analysis considered the propensity of households in specific age and income levels to either rent or own their home (tenure), in order to derive the current demand for ownership and rental housing units and the appropriate housing cost level of each. This is done by combining data on tenure by age and tenure by income from the Census American Community Survey (tables: B25007 and B25118, 2014 ACS 5-yr Estimates).

The analysis takes into account the average amount that owners and renters tend to spend on housing costs. For instance, lower income households tend to spend more of their total income on housing, while upper income households spend less on a percentage basis. In this case, it was assumed that households in lower income bands would *prefer* housing costs at no more than 30% of gross income (a common measure of affordability). Higher income households pay a decreasing share down to 20% for the highest income households.

While the Census estimates that most low-income households pay more than 30% of their income for housing, this is an estimate of current preferred demand. It assumes that low-income households prefer (or demand) units affordable to them at no more than 30% of income, rather than more expensive units.

Figure 3.2 presents a snapshot of current housing demand (i.e. preferences) equal to the number of households in the study area (4,221). The breakdown of tenure (owners vs. renters) reflects the high ownership rate in the county (73% vs.27%).

The estimated home price and rent ranges are irregular because they are mapped to the affordability levels of the Census income level categories. For instance, an affordable home for those in the lowest income category (less than \$15,000) would have to cost \$70,000 or less. Affordable rent for someone in this category would be \$315 or less.

FIGURE 3.2: ESTIMATE OF CURRENT HOUSING DEMAND (2018)

Ownership				
Price Range	Income Range	# of Households	% of Total	Cumulative
\$0k - \$70k	Less than \$15,000	192	6.2%	6.2%
\$70k - \$110k	\$15,000 - \$24,999	245	8.0%	14.2%
\$110k - \$160k	\$25,000 - \$34,999	319	10.4%	24.6%
\$160k - \$200k	\$35,000 - \$49,999	437	14.2%	38.8%
\$200k - \$280k	\$50,000 - \$74,999	754	24.5%	63.3%
\$280k - \$360k	\$75,000 - \$99,999	479	15.6%	78.9%
\$360k - \$450k	\$100,000 - \$124,999	264	8.6%	87.5%
\$450k - \$540k	\$125,000 - \$149,999	210	6.8%	94.3%
\$540k - \$720k	\$150,000 - \$199,999	135	4.4%	98.7%
\$720k +	\$200,000+	40	1.3%	100.0%
Totals:		3,073	% of All:	72.8%

Rental				
Rent Level	Income Range	# of Households	% of Total	Cumulative
\$0 - \$310	Less than \$15,000	179	15.6%	15.6%
\$310 - \$520	\$15,000 - \$24,999	193	16.8%	32.4%
\$520 - \$730	\$25,000 - \$34,999	150	13.1%	45.5%
\$730 - \$930	\$35,000 - \$49,999	170	14.8%	60.4%
\$930 - \$1320	\$50,000 - \$74,999	259	22.6%	82.9%
\$1320 - \$1670	\$75,000 - \$99,999	46	4.0%	86.9%
\$1670 - \$2080	\$100,000 - \$124,999	62	5.4%	92.3%
\$2080 - \$2500	\$125,000 - \$149,999	35	3.1%	95.3%
\$2500 - \$3330	\$150,000 - \$199,999	43	3.7%	99.1%
\$3330 +	\$200,000+	10	0.9%	100.0%
Totals:		1,148	% of All:	27.2%

					All Households
					4,221

Sources: PSU Population Research Center, Environics Analytics, Census, JOHNSON ECONOMICS

Census Tables: B25007, B25106, B25118 (2014 ACS 5-yr Estimates)

Environics Analytics: Estimates of income by age of householder

CURRENT HOUSING INVENTORY

The profile of current housing demand (Figure 3.2) represents the preference and affordability levels of households. In reality, the current housing supply (Figure 3.3 below) differs from this profile, meaning that some households may find themselves in housing units which are not optimal, either not meeting the household's own/rent preference, or being unaffordable (requiring more than 30% of gross income).

A profile of current housing supply in the county was determined using Census data from the most recently available 2017 ACS, which provides a profile of housing values, rent levels, and housing types (single family, attached, mobile home, etc.)

- An estimated 74% of housing units are ownership units, while an estimated 26% of housing units are rental units. This closely matches the estimated demand profile shown in Figure 3.2. (The inventory includes vacant units, so the breakdown of ownership vs. rental does not exactly match the tenure split of actual households.)
- 66% of ownership units are detached homes, and 33% are mobile homes. 44% of rental units are single family homes, and 30% are mobile homes. An estimated 26% of rental units are some form of attached or multi-family units.
- Of total housing units, an estimated 60% are detached homes, 32% are mobile homes, while only 8% are some sort of attached type.

FIGURE 3.3: PROFILE OF CURRENT HOUSING SUPPLY (2018)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	2,267	9	12	0	0	1,126	14	3,428	74%
Percentage:	66.1%	0.3%	0.4%	0.0%	0.0%	32.9%	0.4%	100.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	521	28	116	43	130	353	0	1,190	26%
Percentage:	43.8%	2.3%	9.7%	3.6%	10.9%	29.7%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	2,788	36	128	43	130	1,479	14	4,617	100%
Percentage:	60.4%	0.8%	2.8%	0.9%	2.8%	32.0%	0.3%	100.0%	

Source: Johnson Economics

* Census definition, including townhomes/rowhouses and duplexes attached side-by-side, seperately metered

Sources: US Census, PSU Population Research Center, JOHNSON ECONOMICS
 Census Tables: B25004, B25032, B25063, B25075 (2014 ACS 5-yr Estimates)

COMPARISON OF CURRENT HOUSING DEMAND WITH CURRENT SUPPLY

A comparison of estimated current housing *demand* with the existing *supply* identifies the existing discrepancies between needs and the housing which is currently available.

In general, this identifies that there is currently support for more ownership housing at price ranges above \$200,000. This is because most housing in the county is clustered at the lower price points, while analysis of household incomes and ability to pay indicates that some could afford housing at higher price points.

The analysis identifies a need for rental units at the lowest price level to serve those households currently paying a high share of their income towards rent. There are levels of estimated surplus for apartments (\$300 to \$900 per month). This represents the common range of rent prices in the county, where most units can be expected to congregate. Rentals at more expensive levels generally represent single family homes or larger properties for rent.

FIGURE 3.4: COMPARISON OF CURRENT NEED TO CURRENT SUPPLY (2018)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	192	605	413	\$0 - \$310	179	46	(133)
\$15,000 - \$24,999	\$70k - \$110k	245	527	281	\$310 - \$520	193	221	28
\$25,000 - \$34,999	\$110k - \$160k	319	1,065	746	\$520 - \$730	150	357	207
\$35,000 - \$49,999	\$160k - \$200k	437	511	75	\$730 - \$930	170	324	154
\$50,000 - \$74,999	\$200k - \$280k	754	415	(339)	\$930 - \$1320	259	209	(50)
\$75,000 - \$99,999	\$280k - \$360k	479	110	(369)	\$1320 - \$1670	46	19	(26)
\$100,000 - \$124,999	\$360k - \$450k	264	60	(204)	\$1670 - \$2080	62	10	(52)
\$125,000 - \$149,999	\$450k - \$540k	210	23	(186)	\$2080 - \$2500	35	4	(31)
\$150,000 - \$199,999	\$540k - \$720k	135	34	(101)	\$2500 - \$3330	43	0	(43)
\$200,000+	\$720k +	40	79	38	\$3330 +	10	0	(10)
	Totals:	3,073	3,428	355	Totals:	1,148	1,190	41

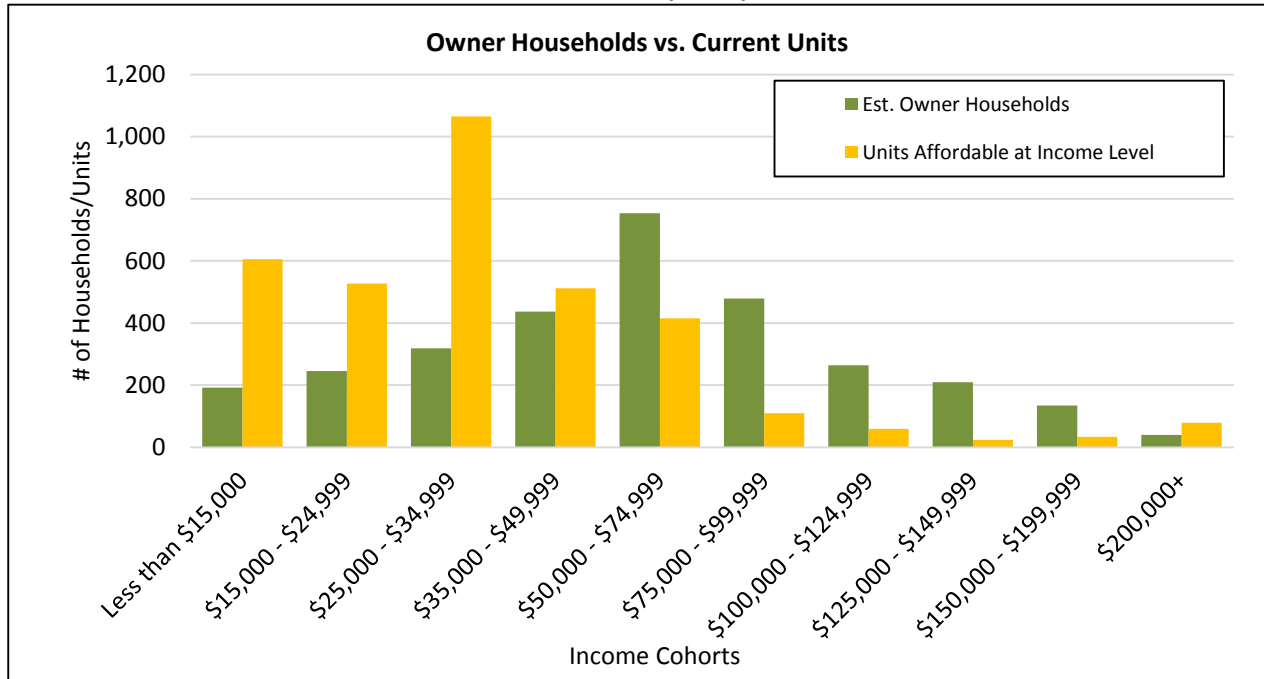
Occupied Units:	4,221
All Housing Units:	4,617
Total Unit Surplus:	397

Sources: PSU Population Research Center, Environics Analytics, Census, JOHNSON ECONOMICS
 This table is a synthesis of data presented in Figures 2.2 and 2.3.

There are an estimated 400 units more than the current number of households, which reflects the County’s current estimated vacancy rate of 8.6%. This figure may be distorted by an undercount of migrant and seasonal farm workers, which make up a sizable share of the county population, and tend to be undercounted due to transitory lifestyle, and reluctance to report.

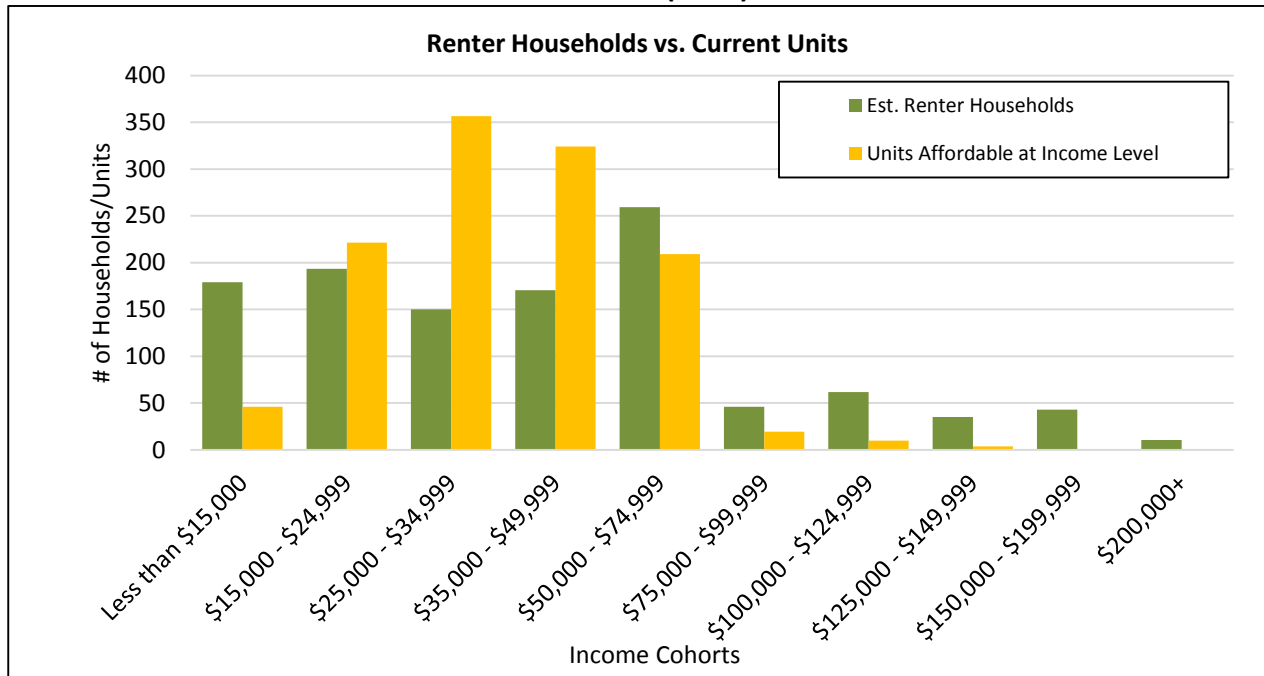
Figures 3.5 and 3.6 (following page) present this information in chart form, comparing the estimated number of households in given income ranges, and the supply of units currently affordable within those income ranges. The data is presented for owner and renter households.

FIGURE 3.5: COMPARISON OF OWNER HOUSEHOLD INCOME GROUPS TO ESTIMATED SUPPLY AFFORDABLE AT THOSE INCOME LEVELS (2018)



Sources: PSU Population Research Center, Envirionics Analytics, Census, JOHNSON ECONOMICS

FIGURE 3.6: COMPARISON OF RENTER HOUSEHOLD INCOME GROUPS TO ESTIMATED SUPPLY AFFORDABLE AT THOSE INCOME LEVELS (2018)



Sources: PSU Population Research Center, Envirionics Analytics, Census, JOHNSON ECONOMICS

IV. FUTURE HOUSING NEEDS - 2039 (MORROW COUNTY)

This section discusses the projection of future housing needs and explains methodology. This is provided here *at the County-wide level*. Findings for the individual cities are presented at the end of this report, with less explanation of methodology and interim steps.

* * *

The projected future (20-year) housing profile (Figure 4.1) in the study area is based on the current housing profile, multiplied by an assumed projected future household growth rate. The projected future growth is the official forecasted growth rate for Morrow County generated by the PSU Oregon Forecast Program.

FIGURE 4.1: FUTURE HOUSING PROFILE (2039)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)		SOURCE
2018 Population (Minus Group Pop.)	11,903	2010 Census, PSU
Projected Annual Growth Rate	0.79%	OR Population Forecast Program PSU
2038 Population (Minus Group Pop.)	13,925	(Total 2039 Population - Group Housing Pop.)
Estimated group housing population:	29	Share of total pop from 2010 Census US Census
Total Estimated 2039 Population:	13,954	(PSU forecast) PSU
Estimated Non-Group 2039 Households:	4,938	(2039 Non-Group Pop./Avg. Household Size)
New Households 2018 to 2039	717	
Avg. Household Size:	2.82	Projected household size US Census
Total Housing Units:	5,195	Occupied Units plus Vacant
Occupied Housing Units:	4,938	(= Number of Non-Group Households)
Vacant Housing Units:	257	
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)

Sources: PSU Population Research Center Oregon Population Forecast Program, Census, JOHNSON ECONOMICS LLC

*Projections are applied to estimates of 2018 population.

The model projects growth in the number of non-group households over 20 years of roughly 720 new households, with accompanying population growth of 2,025 new residents. (The number of households differs from the number of housing units, because the total number of housing units includes a percentage of vacancy. Projected housing unit needs are discussed below.)

PROJECTION OF FUTURE HOUSING UNIT DEMAND (2039)

The profile of future housing demand was derived using the same methodology used to produce the estimate of current housing need. This estimate includes current and future households, *but does not include a vacancy assumption*. The vacancy assumption is added in the subsequent step. Therefore the need identified below is the total need for actual households in occupied units (4,938).

The analysis considered the propensity of households at specific age and income levels to either rent or own their home, in order to derive the future need for ownership and rental housing units, and the affordable cost level of each. The projected need is for *all* 2039 households and therefore includes the needs of current households.

FIGURE 4.2: PROJECTED OCCUPIED FUTURE HOUSING DEMAND (2039)

Ownership				
Price Range	Income Range	# of Households	% of Total	Cumulative
\$0k - \$70k	Less than \$15,000	221	6.2%	6.2%
\$70k - \$110k	\$15,000 - \$24,999	284	8.0%	14.2%
\$110k - \$160k	\$25,000 - \$34,999	369	10.4%	24.5%
\$160k - \$200k	\$35,000 - \$49,999	506	14.2%	38.7%
\$200k - \$280k	\$50,000 - \$74,999	874	24.5%	63.3%
\$280k - \$360k	\$75,000 - \$99,999	556	15.6%	78.9%
\$360k - \$450k	\$100,000 - \$124,999	306	8.6%	87.5%
\$450k - \$540k	\$125,000 - \$149,999	243	6.8%	94.3%
\$540k - \$720k	\$150,000 - \$199,999	156	4.4%	98.7%
\$720k +	\$200,000+	47	1.3%	100.0%
Totals:		3,560	% of All:	72.1%

Rental				
Rent Level	Income Range	# of Households	% of Total	Cumulative
\$0 - \$310	Less than \$15,000	213	15.4%	15.4%
\$310 - \$520	\$15,000 - \$24,999	230	16.7%	32.1%
\$520 - \$730	\$25,000 - \$34,999	179	13.0%	45.1%
\$730 - \$930	\$35,000 - \$49,999	204	14.8%	60.0%
\$930 - \$1320	\$50,000 - \$74,999	311	22.6%	82.6%
\$1320 - \$1670	\$75,000 - \$99,999	58	4.2%	86.8%
\$1670 - \$2080	\$100,000 - \$124,999	75	5.4%	92.2%
\$2080 - \$2500	\$125,000 - \$149,999	43	3.1%	95.3%
\$2500 - \$3330	\$150,000 - \$199,999	52	3.8%	99.1%
\$3330 +	\$200,000+	13	0.9%	100.0%
Totals:		1,378	% of All:	27.9%

All Units
4,938

Sources: Environics Analytics, Census, JOHNSON ECONOMICS

It is projected that the homeownership rate in the county will decrease slightly over the next 20 years from 74% to 72%, which remains higher than the current statewide average (61%). This is because the forecasted demographic trends of age and income of future households point to a somewhat growing share of households inclined to rent over the 20 year period.

COMPARISON OF FUTURE HOUSING DEMAND TO CURRENT HOUSING INVENTORY

The profile of occupied future housing demand presented above (Figure 5.2) was compared to the current housing inventory presented in the previous section to determine the total future need for *new* housing units by type and price range (Figure 3.3). *This estimate includes a vacancy assumption.* As reflected by the most recent Census data, and as is common in most communities, the vacancy rate for rental units is typically higher than that for ownership units (7% vs. 3% in 2010).

FIGURE 4.3: PROJECTED FUTURE NEED FOR NEW HOUSING UNITS (2039), MORROW COUNTY

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	184	1	1	0	0	93	0	279	48%
Percentage:	66.1%	0.3%	0.4%	0.0%	0.0%	33.2%	0.0%	100.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	131	7	29	11	33	89	0	299	52%
Percentage:	43.8%	2.3%	9.7%	3.6%	10.9%	29.7%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	315	8	30	11	33	181	0	577	100%
Percentage:	54.6%	1.3%	5.2%	1.9%	5.6%	31.4%	0.0%	100.0%	

Source: Johnson Economics

Needed Unit Types

- The results show a need for nearly 600 net new housing units by 2039.
- Of the new units needed, roughly 48% are projected to be ownership units, while 52% are projected to be rental units.
- 55% of the new units are projected to be single family detached homes, while 14% is projected to be some form of attached housing, and 31% are projected to be mobile homes.
- Of ownership units, 66% are projected to be single-family homes, and 33% mobile homes.
- An estimated 26% of new rental units are projected to be found in new attached buildings, with 11% projected in rental properties of 5 or more units, and 10% in duplexes.
- Mobile homes are projected to remain an important share of Morrow County’s affordable housing base.

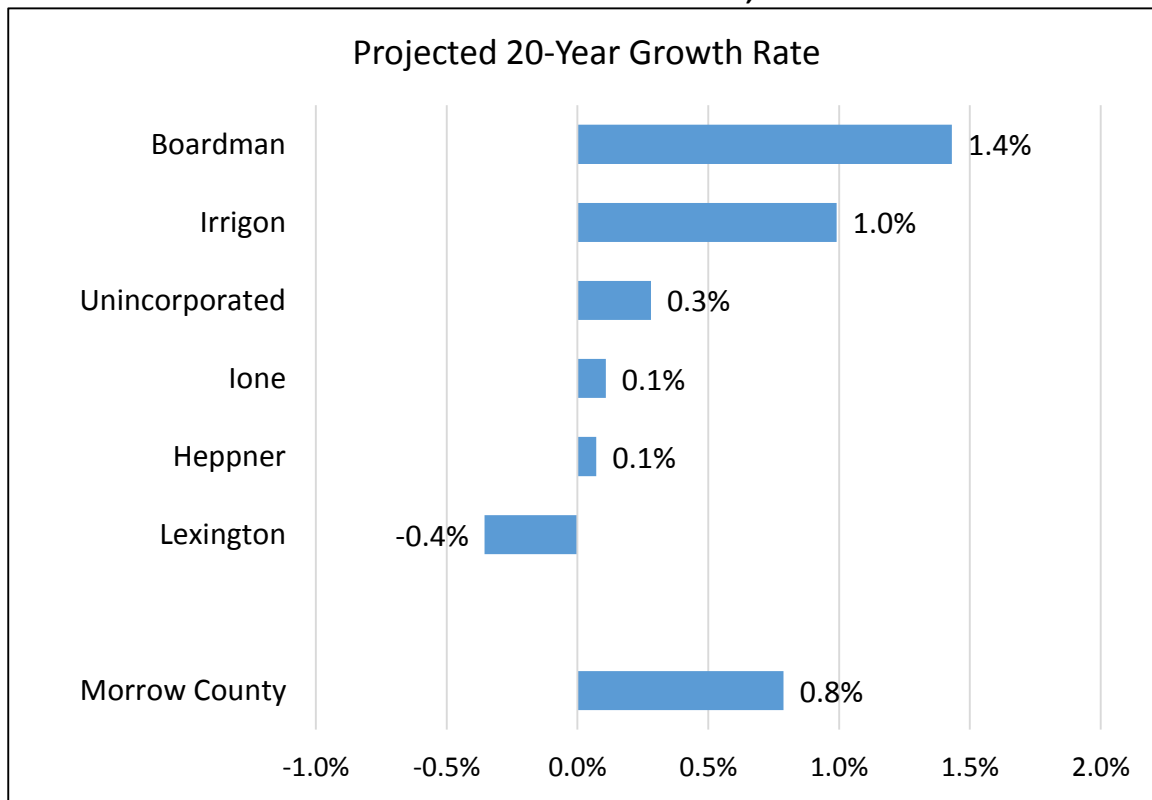
V. FUTURE HOUSING NEEDS - 2039 (CITIES)

This section presents some preliminary housing forecasts for the participating Morrow County cities. The methodology used for this analysis parallels that presented in the previous sections regarding the countywide analysis.

Figure 5.1 shows the local projected growth rate for the Morrow County communities from the PSU Population Forecast Program. Boardman and Irrigon have projected growth rates of near or higher than the statewide growth rate (roughly 1.0%).

Lexington has a negative projected growth rate, while Lone and Heppner have very low growth projected. The impact is that under the methodology used to generate these preliminary housing needs forecasts, these three communities are projected to need only a modest amount of additional housing.

FIGURE 5.1: PROJECTED POPULATION GROWTH RATE 2018-2039, MORROW COUNTY CITIES



Source: PSU Population Research Center, Forecast Program

Figure 5.2 shows the projected future housing need in 2039, and the number of new housing units needed to accommodate that 20-year need. Boardman and Irrigon are projected to need the most new housing, with smaller communities projected to need less.

Based on the PSU projections, unincorporated areas are anticipated to lose some households as existing areas are annexed to urbanized areas over time. However, in reality there is likely to be some continued growth in rural areas, including in some existing unincorporated rural communities.

FIGURE 5.2: PROJECTED FUTURE HOUSING NEED (2039), MORROW COUNTY CITIES

	2018 Hsg. Inventory	2039 Hsg. Need	NEW Units Needed	20-Year Growth
Boardman	1,247	1,788	542	43%
Heppner	607	629	29	5%
Ione	154	155	13	9%
Irrigon	792	945	153	19%
Lexington	101	92	17	16%
Unincorp.	1,717	1,585	-177	-10%
Morrow Co.	4,617	5,195	577	13%

Source: PSU Population Research Center, Johnson Economics

* * *

The following pages present a summary of findings for each of the Morrow County Cities.

A. Boardman Housing Profile

FIGURE A.1: DEMOGRAPHIC PROFILE AND TRENDS (CITY OF BOARDMAN)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	3,169	3,574	13%	4,096	15%
Households ²	948	1,068	13%	1,285	20%
Families ³	763	841	10%	919	9%
Housing Units ⁴	1,051	1,129	7%	1,247	10%
Group Quarters Population ⁵	13	8	-38%	9	15%
<i>Household Size (non-group)</i>	<i>3.33</i>	<i>3.34</i>	<i>0%</i>	<i>3.18</i>	<i>-5%</i>
<i>Avg. Family Size</i>	<i>3.66</i>	<i>3.70</i>	<i>1%</i>	<i>3.74</i>	<i>1%</i>
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$12,297	\$16,004	30%	\$18,388	15%
Median HH (\$)	\$32,105	\$42,957	34%	\$52,348	22%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

FIGURE A.2: COMPARISON OF CURRENT HOUSING NEED AND SUPPLY (CITY OF BOARDMAN)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	63	162	100	\$0 - \$310	50	30	(20)
\$15,000 - \$24,999	\$70k - \$110k	47	107	60	\$310 - \$520	87	103	16
\$25,000 - \$34,999	\$110k - \$160k	85	313	228	\$520 - \$730	58	140	82
\$35,000 - \$49,999	\$160k - \$200k	143	114	(29)	\$730 - \$930	42	176	134
\$50,000 - \$74,999	\$200k - \$280k	224	28	(196)	\$930 - \$1320	85	40	(45)
\$75,000 - \$99,999	\$280k - \$360k	136	0	(136)	\$1320 - \$1670	24	17	(7)
\$100,000 - \$124,999	\$360k - \$440k	58	0	(58)	\$1670 - \$2080	41	0	(41)
\$125,000 - \$149,999	\$440k - \$530k	48	0	(48)	\$2080 - \$2500	26	4	(22)
\$150,000 - \$199,999	\$530k - \$710k	25	0	(25)	\$2500 - \$3330	29	0	(29)
\$200,000+	\$710k +	7	12	5	\$3330 +	8	0	(8)
	Totals:	835	737	(99)	Totals:	450	510	60

Occupied Units:	1,285
All Housing Units:	1,247
Total Unit Surplus:	(39)

Source: Environics, Census, Johnson Economics

FIGURE A.3: FUTURE DEMOGRAPHIC PROFILE, 2039 (CITY OF BOARDMAN)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)			SOURCE
2018 Population (Minus Group Pop.)	4,087		2010 Census, PSU
Projected Annual Growth Rate	1.34%	OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	5,406	(Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	12	Share of total pop from 2010 Census	US Census
Total Estimated 2039 Population:	5,418	(PSU forecast)	PSU
Estimated Non-Group 2039 Households:	1,700	(2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	415		
Avg. Household Size:	3.18	Projected household size	US Census
Total Housing Units:	1,788	Occupied Units plus Vacant	
Occupied Housing Units:	1,700	(= Number of Non-Group Households)	
Vacant Housing Units:	88		
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)	

Source: PSU Population Research Center, Census, Johnson Economics

FIGURE A.4: TOTAL HOUSING DEMAND, OCCUPIED AND VACANT, 2039 (CITY OF BOARDMAN)

OWNER HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	806	13	18	0	0	297	0	1,134
Percentage:	71.1%	1.1%	1.6%	0.0%	0.0%	26.2%	0.0%	100.0%

RENTAL HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	142	17	134	41	96	225	0	654
Percentage:	21.7%	2.5%	20.5%	6.3%	14.6%	34.3%	0.0%	100.0%

TOTAL HOUSING UNITS								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	948	29	152	41	96	522	0	1,788
Percentage:	53.0%	1.6%	8.5%	2.3%	5.4%	29.2%	0.0%	100.0%

Source: PSU, US Census, Environics market data, Johnson Economics

FIGURE A.5: NET NEW HOUSING DEMAND, 2039 (CITY OF BOARDMAN)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	283	4	6	0	0	104	0	398	73%
Percentage:	71.1%	1.1%	1.6%	0.0%	0.0%	26.2%	0.0%	100.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	31	4	29	9	21	49	0	144	27%
Percentage:	21.7%	2.5%	20.5%	6.3%	14.6%	34.3%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	314	8	36	9	21	154	0	542	100%
Percentage:	58.0%	1.5%	6.6%	1.7%	3.9%	28.4%	0.0%	100.0%	

Source: PSU, US Census, Environics market data, Johnson Economics

B. Heppner Housing Profile

FIGURE B.1: DEMOGRAPHIC PROFILE AND TRENDS (CITY OF HEPPNER)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	1,411	1,306	-7%	1,310	0%
Households ²	589	566	-4%	583	3%
Families ³	402	375	-7%	412	10%
Housing Units ⁴	660	647	-2%	607	-6%
Group Quarters Population ⁵	21	4	-81%	4	0%
<i>Household Size (non-group)</i>	<i>2.36</i>	<i>2.30</i>	<i>-3%</i>	<i>2.24</i>	<i>-3%</i>
<i>Avg. Family Size</i>	<i>2.88</i>	<i>2.78</i>	<i>-3%</i>	<i>2.53</i>	<i>-9%</i>
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$16,729	\$21,124	26%	\$25,231	19%
Median HH (\$)	\$33,421	\$32,833	-2%	\$50,000	52%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

FIGURE B.2: COMPARISON OF CURRENT HOUSING NEED AND SUPPLY (CITY OF HEPPNER)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	21	75	54	\$0 - \$310	30	3	(27)
\$15,000 - \$24,999	\$70k - \$110k	16	128	112	\$310 - \$520	45	66	21
\$25,000 - \$34,999	\$110k - \$160k	52	113	61	\$520 - \$730	13	62	49
\$35,000 - \$49,999	\$160k - \$200k	62	62	(1)	\$730 - \$930	21	44	23
\$50,000 - \$74,999	\$200k - \$280k	96	20	(76)	\$930 - \$1320	44	25	(20)
\$75,000 - \$99,999	\$280k - \$360k	47	11	(36)	\$1320 - \$1670	25	0	(25)
\$100,000 - \$124,999	\$360k - \$440k	32	0	(32)	\$1670 - \$2080	13	0	(13)
\$125,000 - \$149,999	\$440k - \$530k	27	0	(27)	\$2080 - \$2500	7	0	(7)
\$150,000 - \$199,999	\$530k - \$710k	21	0	(21)	\$2500 - \$3330	4	0	(4)
\$200,000+	\$710k +	6	0	(6)	\$3330 +	1	0	(1)
	Totals:	380	408	27	Totals:	203	199	(3)

Occupied Units:	583
All Housing Units:	607
Total Unit Surplus:	24

Source: Environics, Census, Johnson Economics

FIGURE B.3: FUTURE DEMOGRAPHIC PROFILE, 2039 (CITY OF HEPPNER)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)			SOURCE
2018 Population (Minus Group Pop.)	1,306		2010 Census, PSU
Projected Annual Growth Rate	0.12%	OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	1,338	(Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	4	Share of total pop from 2010 Census	US Census
Total Estimated 2039 Population:	1,343	(PSU forecast)	PSU
Estimated Non-Group 2039 Households:	597	(2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	15		
Avg. Household Size:	2.24	Projected household size	US Census
Total Housing Units:	629	Occupied Units plus Vacant	
Occupied Housing Units:	597	(= Number of Non-Group Households)	
Vacant Housing Units:	31		
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)	

Source: PSU Population Research Center, Census, Johnson Economics

FIGURE B.4: TOTAL HOUSING DEMAND, OCCUPIED AND VACANT, 2039 (CITY OF HEPPNER)

OWNER HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	379	0	0	0	0	22	0	400
Percentage:	94.6%	0.0%	0.0%	0.0%	0.0%	5.4%	0.0%	100.0%

RENTAL HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	119	4	10	4	63	28	0	228
Percentage:	52.3%	1.7%	4.6%	1.7%	27.6%	12.1%	0.0%	100.0%

TOTAL HOUSING UNITS								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	498	4	10	4	63	49	0	629
Percentage:	79.2%	0.6%	1.7%	0.6%	10.0%	7.9%	0.0%	100.0%

Source: PSU, US Census, Environics market data, Johnson Economics

FIGURE B.5: NET NEW HOUSING DEMAND, 2039 (CITY OF HEPPNER)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	0	0	0	0	0	0	0	0	0%
Percentage:	94.6%	0.0%	0.0%	0.0%	0.0%	5.4%	0.0%	0.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	15	0	1	0	8	3	0	29	100%
Percentage:	52.3%	1.7%	4.6%	1.7%	27.6%	12.1%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	15	0	1	0	8	3	0	29	100%
Percentage:	52.3%	1.7%	4.6%	1.7%	27.6%	12.1%	0.0%	100.0%	

Source: PSU, US Census, Environics market data, Johnson Economics

C. Ione Housing Profile

FIGURE C.1: DEMOGRAPHIC PROFILE AND TRENDS (CITY OF IONE)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	329	337	2%	338	0%
Households ²	130	135	4%	144	7%
Families ³	89	92	4%	82	-11%
Housing Units ⁴	142	154	8%	154	0%
Group Quarters Population ⁵	0	0	0%	0	0%
<i>Household Size (non-group)</i>	<i>2.53</i>	<i>2.49</i>	<i>-2%</i>	<i>2.34</i>	<i>-6%</i>
<i>Avg. Family Size</i>	<i>3.09</i>	<i>3.03</i>	<i>-2%</i>	<i>2.95</i>	<i>-3%</i>
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$14,531	\$28,164	94%	\$26,954	-4%
Median HH (\$)	\$37,500	\$56,250	50%	\$51,786	-8%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

FIGURE C.2: COMPARISON OF CURRENT HOUSING NEED AND SUPPLY (CITY OF IONE)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	7	22	15	\$0 - \$310	6	0	(6)
\$15,000 - \$24,999	\$70k - \$110k	8	16	8	\$310 - \$520	7	2	(4)
\$25,000 - \$34,999	\$110k - \$160k	11	50	39	\$520 - \$730	5	10	5
\$35,000 - \$49,999	\$160k - \$200k	15	15	1	\$730 - \$930	6	17	11
\$50,000 - \$74,999	\$200k - \$280k	26	5	(20)	\$930 - \$1320	9	2	(7)
\$75,000 - \$99,999	\$280k - \$360k	16	5	(11)	\$1320 - \$1670	2	0	(2)
\$100,000 - \$124,999	\$360k - \$440k	9	3	(6)	\$1670 - \$2080	2	0	(2)
\$125,000 - \$149,999	\$440k - \$530k	7	1	(6)	\$2080 - \$2500	1	0	(1)
\$150,000 - \$199,999	\$530k - \$710k	5	4	(1)	\$2500 - \$3330	1	0	(1)
\$200,000+	\$710k +	1	1	(1)	\$3330 +	0	0	(0)
	Totals:	105	123	17	Totals:	39	31	(8)

Occupied Units:	144
All Housing Units:	154
Total Unit Surplus:	10

Source: Enviroics, Census, Johnson Economics

FIGURE C.3: FUTURE DEMOGRAPHIC PROFILE, 2039 (CITY OF IONE)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)			SOURCE
2018 Population (Minus Group Pop.)	338		2010 Census, PSU
Projected Annual Growth Rate	0.11%	OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	346	(Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	0	Share of total pop from 2010 Census	US Census
Total Estimated 2039 Population:	346	(PSU forecast)	PSU
Estimated Non-Group 2039 Households:	148	(2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	3		
Avg. Household Size:	2.34	Projected household size	US Census
Total Housing Units:	155	Occupied Units plus Vacant	
Occupied Housing Units:	148	(= Number of Non-Group Households)	
Vacant Housing Units:	8		
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)	

Source: PSU Population Research Center, Census, Johnson Economics

FIGURE C.4: TOTAL HOUSING DEMAND, OCCUPIED AND VACANT, 2039 (CITY OF IONE)

OWNER HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	88	0	0	0	0	20	3	111
Percentage:	79.5%	0.0%	0.0%	0.0%	0.0%	17.9%	2.5%	100.0%

RENTAL HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	30	0	0	0	0	14	0	45
Percentage:	67.7%	0.0%	0.0%	0.0%	0.0%	32.3%	0.0%	100.0%

TOTAL HOUSING UNITS								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	118	0	0	0	0	34	3	155
Percentage:	76.2%	0.0%	0.0%	0.0%	0.0%	22.0%	1.8%	100.0%

Source: PSU, US Census, Environics market data, Johnson Economics

FIGURE C.5: NET NEW HOUSING DEMAND, 2039 (CITY OF IONE)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	0	0	0	0	0	0	0	0	0%
Percentage:	79.5%	0.0%	0.0%	0.0%	0.0%	20.5%	0.0%	0.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	9	0	0	0	0	4	0	13	100%
Percentage:	67.7%	0.0%	0.0%	0.0%	0.0%	32.3%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	9	0	0	0	0	4	0	13	100%
Percentage:	67.7%	0.0%	0.0%	0.0%	0.0%	32.3%	0.0%	100.0%	

Source: PSU, US Census, Environics market data, Johnson Economics

D. Irrigon Housing Profile

FIGURE D.1: DEMOGRAPHIC PROFILE AND TRENDS (CITY OF IRRIGON)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	2,000	2,146	7%	2,338	9%
Households ²	664	708	7%	759	7%
Families ³	520	545	5%	613	12%
Housing Units ⁴	716	752	5%	792	5%
Group Quarters Population ⁵	0	0	0%	0	0%
<i>Household Size (non-group)</i>	<i>3.01</i>	<i>3.03</i>	<i>1%</i>	<i>3.08</i>	<i>2%</i>
<i>Avg. Family Size</i>	<i>3.33</i>	<i>3.43</i>	<i>3%</i>	<i>3.37</i>	<i>-2%</i>
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$14,600	\$18,582	27%	\$18,447	-1%
Median HH (\$)	\$35,799	\$52,981	48%	\$52,500	-1%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

FIGURE D.2: COMPARISON OF CURRENT HOUSING NEED AND SUPPLY (CITY OF IRRIGON)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	45	105	60	\$0 - \$310	22	0	(22)
\$15,000 - \$24,999	\$70k - \$110k	62	160	98	\$310 - \$520	17	16	(1)
\$25,000 - \$34,999	\$110k - \$160k	67	253	187	\$520 - \$730	18	64	46
\$35,000 - \$49,999	\$160k - \$200k	68	36	(32)	\$730 - \$930	42	46	4
\$50,000 - \$74,999	\$200k - \$280k	126	21	(105)	\$930 - \$1320	56	51	(4)
\$75,000 - \$99,999	\$280k - \$360k	88	8	(81)	\$1320 - \$1670	6	3	(3)
\$100,000 - \$124,999	\$360k - \$440k	58	5	(54)	\$1670 - \$2080	0	9	9
\$125,000 - \$149,999	\$440k - \$530k	44	4	(40)	\$2080 - \$2500	0	0	0
\$150,000 - \$199,999	\$530k - \$710k	32	0	(32)	\$2500 - \$3330	0	0	0
\$200,000+	\$710k +	9	11	2	\$3330 +	0	0	0
	Totals:	599	602	3	Totals:	160	190	30

Occupied Units:	759
All Housing Units:	792
Total Unit Surplus:	33

Source: Environics, Census, Johnson Economics

FIGURE D.3: FUTURE DEMOGRAPHIC PROFILE, 2039 (CITY OF IRRIGON)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)			SOURCE
2018 Population (Minus Group Pop.)	2,338		2010 Census, PSU
Projected Annual Growth Rate	0.81%	OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	2,768	(Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	0	Share of total pop from 2010 Census	US Census
Total Estimated 2039 Population:	2,768	(PSU forecast)	PSU
Estimated Non-Group 2039 Households:	899	(2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	140		
Avg. Household Size:	3.08	Projected household size	US Census
Total Housing Units:	945	Occupied Units plus Vacant	
Occupied Housing Units:	899	(= Number of Non-Group Households)	
Vacant Housing Units:	47		
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)	

Source: PSU Population Research Center, Census, Johnson Economics

FIGURE D.4: TOTAL HOUSING DEMAND, OCCUPIED AND VACANT, 2039 (CITY OF IRRIGON)

OWNER HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	405	0	0	0	0	329	0	733
Percentage:	55.2%	0.0%	0.0%	0.0%	0.0%	44.8%	0.0%	100.0%

RENTAL HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	106	14	19	13	0	59	0	212
Percentage:	50.0%	6.8%	9.1%	6.3%	0.0%	27.8%	0.0%	100.0%

TOTAL HOUSING UNITS								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	511	14	19	13	0	388	0	945
Percentage:	54.0%	1.5%	2.0%	1.4%	0.0%	41.0%	0.0%	100.0%

Source: PSU, US Census, Environics market data, Johnson Economics

FIGURE D.5: NET NEW HOUSING DEMAND, 2039 (CITY OF IRRIGON)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	72	0	0	0	0	59	0	131	85%
Percentage:	55.2%	0.0%	0.0%	0.0%	0.0%	44.8%	0.0%	100.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	11	2	2	1	0	6	0	22	15%
Percentage:	50.0%	6.8%	9.1%	6.3%	0.0%	27.8%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	84	2	2	1	0	65	0	153	100%
Percentage:	54.4%	1.0%	1.3%	0.9%	0.0%	42.4%	0.0%	100.0%	

Source: PSU, US Census, Environics market data, Johnson Economics

E. Lexington Housing Profile

FIGURE E.1: DEMOGRAPHIC PROFILE AND TRENDS (CITY OF LEXINGTON)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	263	238	-10%	265	11%
Households ²	102	94	-8%	101	7%
Families ³	72	70	-3%	67	-4%
Housing Units ⁴	111	101	-9%	101	0%
Group Quarters Population ⁵	0	0	0%	0	0%
<i>Household Size (non-group)</i>	<i>2.58</i>	<i>2.53</i>	<i>-2%</i>	<i>2.63</i>	<i>4%</i>
<i>Avg. Family Size</i>	<i>3.03</i>	<i>2.86</i>	<i>-6%</i>	<i>3.31</i>	<i>16%</i>
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$15,802	\$21,005	33%	\$21,743	4%
Median HH (\$)	\$37,521	\$48,457	29%	\$54,386	12%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

FIGURE E.2: COMPARISON OF CURRENT HOUSING NEED AND SUPPLY (CITY OF LEXINGTON)

Income Level	Ownership				Rental			
	Price Range	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus	Rent	Estimated Current Need	Estimated Current Supply	Unmet (Need) or Surplus
Less than \$15,000	\$0k - \$70k	4	30	26	\$0 - \$310	5	0	(5)
\$15,000 - \$24,999	\$70k - \$110k	7	26	20	\$310 - \$520	4	0	(4)
\$25,000 - \$34,999	\$110k - \$160k	10	25	15	\$520 - \$730	2	3	2
\$35,000 - \$49,999	\$160k - \$200k	11	0	(11)	\$730 - \$930	3	0	(3)
\$50,000 - \$74,999	\$200k - \$280k	20	7	(12)	\$930 - \$1320	5	6	2
\$75,000 - \$99,999	\$280k - \$360k	11	2	(9)	\$1320 - \$1670	2	0	(2)
\$100,000 - \$124,999	\$360k - \$450k	6	1	(5)	\$1670 - \$2080	1	0	(1)
\$125,000 - \$149,999	\$450k - \$540k	5	0	(5)	\$2080 - \$2500	0	0	(0)
\$150,000 - \$199,999	\$540k - \$710k	0	0	0	\$2500 - \$3330	4	0	(4)
\$200,000+	\$710k +	0	0	0	\$3330 +	1	0	(1)
Totals:		74	91	18	Totals:	27	10	(18)

Occupied Units:	101
All Housing Units:	101
Total Unit Surplus:	0

Source: Environics, Census, Johnson Economics

FIGURE E.3: FUTURE DEMOGRAPHIC PROFILE, 2039 (CITY OF LEXINGTON)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)			SOURCE
2018 Population (Minus Group Pop.)	265		2010 Census, PSU
Projected Annual Growth Rate	-0.66%	OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	231	(Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	0	Share of total pop from 2010 Census	US Census
Total Estimated 2039 Population:	231	(PSU forecast)	PSU
Estimated Non-Group 2039 Households:	88	(2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	-13		
Avg. Household Size:	2.63	Projected household size	US Census
Total Housing Units:	92	Occupied Units plus Vacant	
Occupied Housing Units:	88	(= Number of Non-Group Households)	
Vacant Housing Units:	5		
Projected Market Vacancy Rate:	5.0%	(Vacant Units/ Total Units)	

Source: PSU Population Research Center, Census, Johnson Economics

FIGURE E.4: TOTAL HOUSING DEMAND, OCCUPIED AND VACANT, 2039 (CITY OF LEXINGTON)

OWNER HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	51	0	0	0	0	15	0	66
Percentage:	77.0%	0.0%	0.0%	0.0%	0.0%	23.0%	0.0%	100.0%

RENTAL HOUSING								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	11	0	0	0	0	15	0	26
Percentage:	42.9%	0.0%	0.0%	0.0%	0.0%	57.1%	0.0%	100.0%

TOTAL HOUSING UNITS								
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units
			2-unit	3- or 4-plex	5+ Units MFR			
Totals:	62	0	0	0	0	30	0	92
Percentage:	67.3%	0.0%	0.0%	0.0%	0.0%	32.7%	0.0%	100.0%

Source: PSU, US Census, Environics market data, Johnson Economics

FIGURE E.5: NET NEW HOUSING DEMAND, 2039 (CITY OF LEXINGTON)

OWNER HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	0	0	0	0	0	0	0	0	0%
Percentage:	77.0%	0.0%	0.0%	0.0%	0.0%	23.0%	0.0%	0.0%	

RENTAL HOUSING									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	7	0	0	0	0	10	0	17	100%
Percentage:	42.9%	0.0%	0.0%	0.0%	0.0%	57.1%	0.0%	100.0%	

TOTAL HOUSING UNITS									
UNITS:	Single Fam. Detached	Single Fam. Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of All Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	7	0	0	0	0	10	0	17	100%
Percentage:	42.9%	0.0%	0.0%	0.0%	0.0%	57.1%	0.0%	100.0%	

Source: PSU, US Census, Environics market data, Johnson Economics

Appendix B: Buildable Land Inventory Memo



MEMORANDUM

Morrow County Buildable Lands Inventory (BLI) (FINAL) Morrow County Housing Needs Analysis

DATE April 25, 2019
TO Morrow County HNA PMT and TAC
FROM Matt Hastie and Jamin Kimmell, Angelo Planning Group
CC File

The purpose of this memo is to summarize the methodology and results of a Geographic Information Systems (GIS)-based Buildable Land Inventory for the Morrow County Housing Needs Analysis (HNA). The results inform the strategies and approaches that may be effective and appropriate for increasing the supply or configuration of buildable residential land, which can lead to greater overall housing supply. The memo summarizes the methodology and key findings of the analysis, then presents the results in a series of tables and maps.

METHODOLOGY

Step 1 – Identify Environmental Constraints

In order to estimate lands that may be buildable for residential uses, it is necessary to remove any lands where development is constrained or not feasible due to environmental resources, hazards, or topography. GIS data on location of these constraints was obtained from multiple sources.

- Floodplains: All areas designated in the floodplain or floodway, based on the most recent version of FEMA floodplain maps released in December of 2007.
- Wetlands: All wetlands mapped by the U.S. Department of Fish and Wildlife for the National Wetland Inventory, except where a jurisdiction has adopted a local wetland inventory.
- Steep Slopes: Data from the National Elevation Dataset (NED) was used to estimate the amount of land that is unavailable for development due to slopes of over 25 percent. The amount of buildable land in each parcel was adjusted if it contains steep slopes.

These lands were combined and then overlaid with County taxlots to estimate the amount of land in each parcel where development is limited by these environmental constraints. These constrained areas were deducted from the total area of the parcel to estimate the portion of the parcel that is potentially buildable.

Step 2 – Classify Parcels by Development Status

Each parcel in the county was classified based on the potential for new development on the parcel. This classification is intended to separate parcels that have capacity for development from those that do not. The classification is based on the amount of potentially buildable area on the parcel and the valuation of improvements (buildings, other structures). Improvement values are sourced from Morrow County Tax Assessor data. The following four categories were used to classify parcels:

- **Developed**: Parcels that have an improvement value of more than \$10,000, but do not meet the definition of Partially Vacant or Constrained.
- **Constrained**: Parcels with less than 5,000 square feet unconstrained land. These parcels are assumed to not be developable due to the small area on the lot that is potentially buildable.
- **Partially Vacant**: Parcels that meet the state definition as partially vacant under the “safe harbor” provisions for residential buildable land inventories.¹ These parcels are at least a half-acre in size and have an existing single-family dwelling. A quarter-acre was removed from the buildable area of these parcels to account for the existing dwelling. Parcels with an existing multi-family or nonresidential use were reviewed via aerial imagery to determine if they should be classified as Partially Vacant or Developed.
- **Vacant**: Parcels with more than 5,000 square feet of unconstrained land and improvement value less than \$10,000. These parcels have sufficient area for development and little to no improvements.
- **Difficult to Serve**: These parcels either meet the definition of Vacant or Partially Vacant; however, due to a variety of factors, may be difficult or infeasible to serve with adequate infrastructure to support urban development. These parcels were identified based on review by the Technical Advisory Committee. For the purposes of this analysis, these parcels are considered potentially buildable, but the lack of infrastructure and expense of providing infrastructure to these sites may present a major barrier to development.

The classification of each parcel was reviewed by jurisdictional staff and the Technical Advisory Committee and some parcels were re-classified if the parcel was currently under development or had developed recently but was not yet recorded in the assessor data. Other parcels were re-classified if there was a clear error in the assessor data or calculations that led to the initial classification.

¹ OAR 660-024-0050, Land Inventory and Response to Deficiency

(2) As safe harbors, a local government, except a city with a population over 25,000 or a metropolitan service district described in ORS 197.015(13), may use the following assumptions to inventory the capacity of buildable lands to accommodate housing needs:

- (a) The infill potential of developed residential lots or parcels of one-half acre or more may be determined by subtracting one-quarter acre (10,890 square feet) for the existing dwelling and assuming that the remainder is buildable land;
- (b) Existing lots of less than one-half acre that are currently occupied by a residence may be assumed to be fully developed.

Step 3 – Estimate Potentially Buildable Lands and Housing Unit Capacity

Assign parcels to zones

Lands were classified by zone type (residential, commercial, etc.) to estimate the amount of land that is potentially developable that is zoned for residential uses. To do this, all City and County zoning designations were classified into generalized zone types, and each parcel was assigned a zone and zone type. These zone types are Residential, Commercial, Industrial, Resource Lands (Farm and Forest), and Public Facilities. A list of all zones and their classification is provided in Appendix A. Where parcels span multiple zones, the parcel was assigned the zone that covers the centroid (center point) of the parcel.

Estimate housing unit capacity based on zoning

The final step of the BLI is to estimate the capacity for new housing units on each parcel. There are four steps in the calculation:

- **Unconstrained Acres**: The amount of land remaining in each parcel after deducting any constrained areas and, on Partially Vacant parcels, a quarter-acre general reduction for existing structures.
- **Net Buildable Acres**: The amount of unconstrained land in each parcel is reduced by 25% to account for land needed for public facilities (primarily streets) to support new development.
- **Projected Density**: For each residential zone, a projected density (units per net buildable acre) was identified based on the housing types that are permitted in the zone, minimum lot size standards, and maximum density standards. Parcels that span multiple zones (i.e., split zoned) were divided based on zone boundaries and housing unit capacity was calculated for each portion of the parcel. The projected density levels are presented in Table 4. These assumptions are generally consistent with the approach for the Simplified UGB Method.
- **Housing Unit Capacity**: The projected density is multiplied by the net buildable acres to estimate the housing unit capacity of each parcel. Finally, the housing unit capacity of each parcel was rounded down to a whole number to reflect the actual maximum allowable number of units that could be permitted.

Table 3 in the *Results* section of this memo breaks down this data by city, showing the number of unconstrained acres and the housing capacity in residential zones for each jurisdiction. Figure 1 graphically depicts the amount of vacant and partially vacant land available for areas that are unconstrained in each of the cities; Figure 2 shows the number of residential units (housing capacity) that can potentially be accommodated on vacant and partially vacant land in each city.

KEY FINDINGS

Key findings of this analysis are summarized below for each jurisdiction:

- **Morrow County.** The unincorporated areas of Morrow County have the greatest amount of buildable residential land among the jurisdictions in the County (about 3,500 acres). However, as most of this land is zoned for low-density, rural residential uses with a density of 1-2 units per net acre. Most of this land is not located in close proximity to the employment centers in the cities, which limits the potential demand for residential construction. Lands that are in close proximity to cities with good transportation access, yet outside UGBs and unable to be served with urban infrastructure, may be good candidates for continued rural housing development.
- **Boardman.** The City of Boardman has the greatest capacity for residential development based on this analysis. The City has approximately 518 acres of buildable residential land and an estimated capacity for approximately 2,056 housing units.
- **Irrigon.** The City of Irrigon has some capacity for residential development with approximately 196 acres of buildable land and zoned capacity for approximately 388 housing units. However, a large share of the buildable land is concentrated in several large parcels that are under farm use and may not be available for development in the short term. Additionally, a few large parcels are constrained or difficult to serve, limiting the housing unit capacity on these parcels.
- **Heppner.** A large share of the buildable land zoned for residential uses in Heppner is located in places that were classified as Difficult to Serve. Approximately 37% of the City's buildable lands are located in such areas, which are predominantly sites that are on hilltops or constrained by slopes. Street access to these sites is costly and difficult. A 2004 study identified that areas above an elevation of approximately 2,100 feet could not be served with water lines. The land within some of these parcels is above this elevation. Nearly all of the land area in the City's R3 zone, the only residential zone that allows for multi-family housing outright, is classified as Difficult to Serve. Thus, 84% of the estimated citywide housing unit capacity is located on Difficult to Serve parcels.
- **Ione.** Similar to Heppner, development is constrained in Ione by steep slopes and floodplains. A large share of the buildable land is located in areas classified Difficult to Serve. There are several potentially buildable parcels in a hilly subdivision in the northeast part of the City, however, the total capacity for residential development is limited by the slopes, transportation access, and availability of water infrastructure.
- **Lexington.** The Town of Lexington faces similar constraints at Ione and Heppner, and most of the capacity for residential units is found in parcels that are classified Difficult to Serve.

The results of this analysis are presented in Tables 1-4 and Figures 1-2 below.

RESULTS

Table 1. Summary of Potentially Buildable Lands, Residential Zones, Countywide

Parcel Status	Total Parcels	Total Acres	Constrained Acres	Potentially Buildable Acres
Constrained	410	227	338	--
Developed	1,984	1,479	81	--
<i>Total Not Buildable</i>	<i>2,394</i>	<i>1,705</i>	<i>419</i>	<i>--</i>
Difficult to Serve	96	774	210	563
Partially Vacant	588	2,195	76	1,968
Vacant	675	2,113	81	2,032
Total Potentially Buildable	1,359	5,082	368	4,563

Table 2. Summary of Potentially Buildable Lands, Commercial Zones, Countywide

Parcel Status	Total Parcels	Total Acres	Constrained Acres	Potentially Buildable Acres
Constrained	135	37	34	--
Developed	217	149	2	--
<i>Total Not Buildable</i>	<i>352</i>	<i>186</i>	<i>36</i>	<i>--</i>
Difficult to Serve	--	--	--	--
Partially Vacant	19	125	0	120
Vacant	117	293	8	285
Total Potentially Buildable	136	418	8	405

Table 3. Potentially Buildable Acres and Housing Unit Capacity by Jurisdiction, Residential Zones

Jurisdiction	Potentially Buildable Acres			Housing Unit Capacity		
	Difficult to Serve	Partially Vacant	Vacant	Difficult to Serve	Partially Vacant	Vacant
Morrow County	267	1,867	1,321	454	782	660
Boardman	--	19	499		75	1,981
Heppner	204	36	24	715	90	38
Ione	34	2	20	24	6	16
Irrigon	34	24	138	32	16	340
Lexington	25	19	29	28	10	28
Total	563	1,968	2,032	1,253	979	3,063

Figure 1. Potentially Buildable Acres by Jurisdiction, Cities in Morrow County, Residential Zones

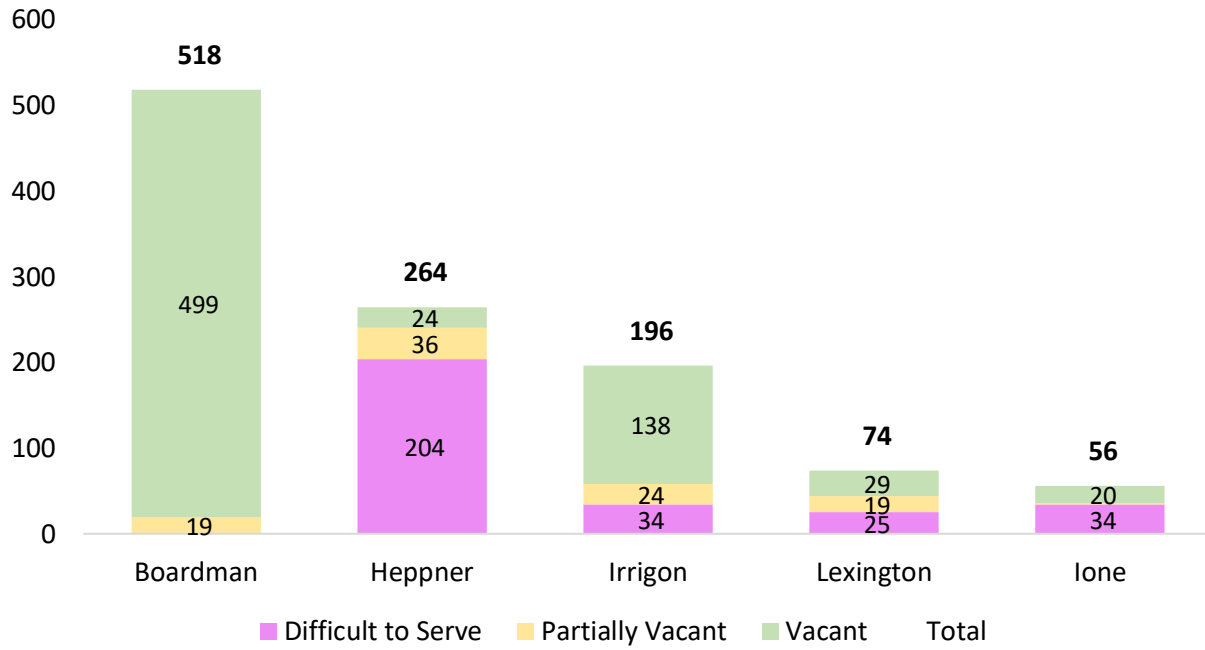


Figure 2. Housing Unit Capacity by Jurisdiction, Residential Zones

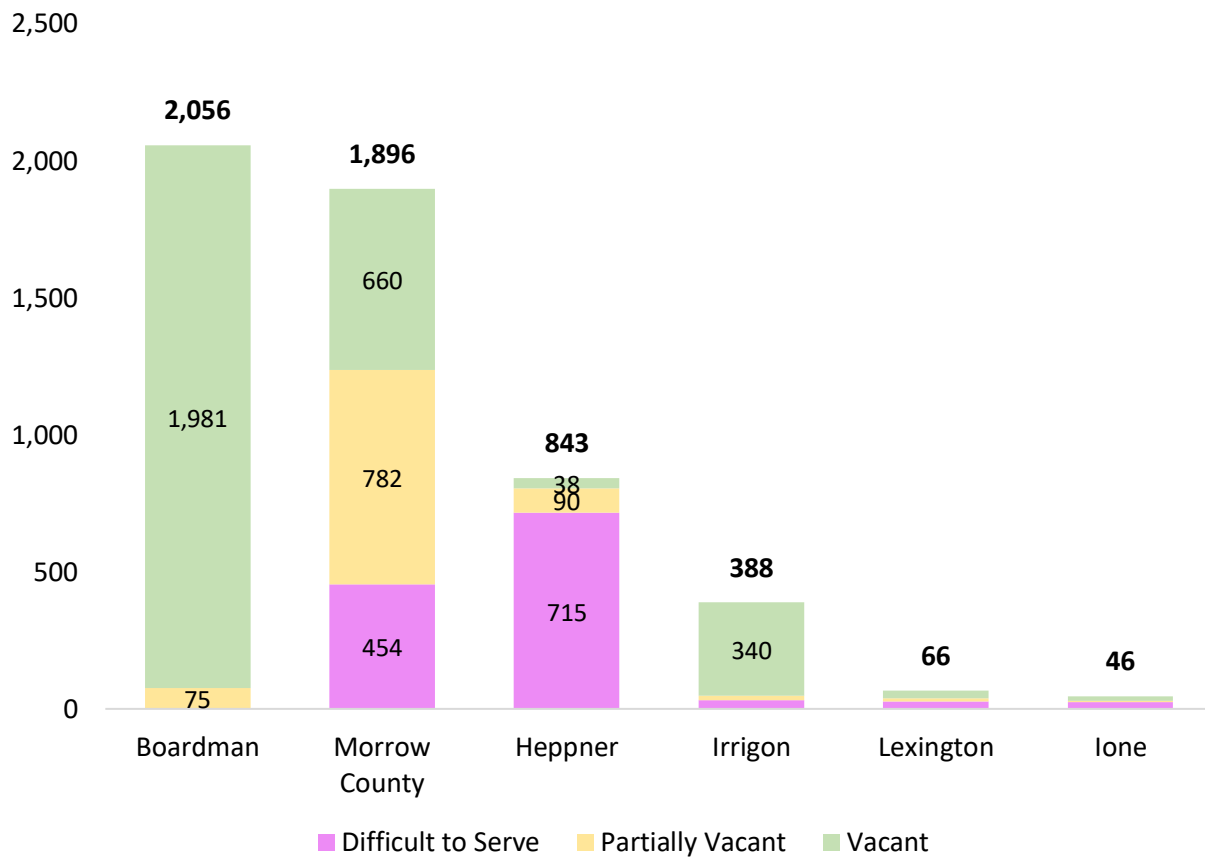


Table 4. Potentially Buildable Acres and Housing Unit Capacity by Zone, Residential Zones

Jurisdiction and Zone	Potentially Buildable Acres					Maximum Density Assumption	Housing Unit Capacity				
	Difficult to Serve	Partially Vacant	Vacant	Total	Share of Total		Difficult to Serve	Partially Vacant	Vacant	Total	Share of Total
Boardman											
R1 - Residential	--	7	417	425	82%	5 units/acre	--	22	1,544	1,566	76%
R2 – Res. Multi-Family SD	--	5	64	69	13%	8 units/acre	--	29	374	403	20%
R3 – Res. Mfg. Home Park SD	--	7	18	25	5%	5 units/acre	--	24	63	87	4%
Subtotal	--	19	499	518	--	--	--	75	1,981	2,056	--
Heppner											
R1 - Limited Residential	22	13	9	45	17%	4 units/acre	66	32	19	117	14%
R2 - General Residential	32	21	14	67	25%	4 units/acre	91	50	18	159	19%
R3 - Residential	149	3	1	153	58%	5 units/acre	558	8	1	567	67%
Subtotal	204	36	24	264	--	--	715	90	38	843	--
Ione											
R1 - Limited Residential	--	2	1	4	7%	4 units/acre	--	6	2	8	17%
R2 - General Residential	1	--	17	18	32%	4 units/acre	3	--	14	17	37%
R3 - Farm Residential	33	--	2	34	62%	1 unit/acre	21	--	0	21	46%
Subtotal	34	2	20	56	--	--	24	6	16	46	--
Irrigon											
R - Residential	34	24	138	196	100%	4 units/acre	32	16	340	388	100%
Subtotal	34	24	138	196	--	--	32	16	340	388	--
Lexington											
FR - Farm Residential	21	19	26	65	89%	1 unit/acre	13	8	16	37	56%
R - General Residential	4	1	4	8	11%	5 units/acre	15	2	12	29	44%
Subtotal	25	19	29	74	--	--	28	10	28	66	--
Morrow County											
FR2 - Farm Residential	--	776	476	1,252	36%	1 unit/acre	--	224	148	372	20%
RR - Rural Residential	--	815	639	1,454	42%	1 unit/acre	--	173	172	345	18%
SR - Suburban Residential	267	218	193	678	20%	2 units/acre	454	379	340	1,173	62%
SR2A - Suburban Residential	--	58	12	71	2%	1 unit/acre	--	6	0	6	0%
Subtotal	267	1,867	1,321	3,454	--	--	454	782	660	1,896	--

Appendix C: Policy and Code Review Memo



MEMORANDUM

Policy and Code Review Morrow County Housing Study

DATE December 11, 2018
TO Morrow County Housing Study Technical Advisory Committee
FROM Matt Hastie, and Jamin Kimmell, Angelo Planning Group
CC Brendan Buckley and Jerry Johnson, Johnson Economics

OVERVIEW

Angelo Planning Group (APG), in partnership with Johnson Economics, is assisting Morrow County with a Housing Study for Morrow County and five of its cities – Boardman, Irrigon, Lone, Lexington and Heppner. The goal of the study is to obtain information about the type, size, location and price of housing required to meet the current and future needs of county residents and to understand the market forces, planning and zoning regulations and local barriers that impact housing development in Morrow County.

As one of the first steps in the study, APG has reviewed the housing policies and zoning or development code standards associated with housing and residential development in the County and cities, including a review of each jurisdiction’s Comprehensive Plan and development code. The remainder of this memo summarizes the results of that review. Subsequent memos will describe potential strategies for addressing any policy gaps or barriers represented by specific development code provisions.

COMPREHENSIVE PLAN POLICIES

APG reviewed each jurisdiction’s Comprehensive Plan to assess whether it includes the following types of supportive policies:

- **Supports Statewide Planning Goal 10.** Comprehensive Plans typically do and should include a general policy that mirrors Statewide Planning Goal 10 (Housing), stating that the overall goal of the jurisdiction is to *“encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.”*

- **Emphasizes affordable housing needs.** Given that meeting the needs of low and moderate income households often requires public intervention or subsidy, it is important to include policies emphasizing the needs of these households.
- **Supports partnerships.** Most Comprehensive Plan housing elements include policies aimed at supporting other public agencies, non-profits and market rate developers who focus on meeting the needs of low and moderate income households and community members with special housing needs.
- **Encourage a variety of housing types.** In addition to a broad goal or policy about meeting a full range of housing needs, Plans often include policies noting the need for a variety of housing types, including single family attached housing, duplexes, triplexes, multi-family housing and townhomes, as well as less traditional forms of housing such as cottage cluster housing and accessory dwelling units.
- **Affirms Fair Housing goals.** Local governments are required to ensure that their housing policies and standards do not discriminate against or have adverse effects on the ability of “protected classes” to obtain housing, consistent with the federal Fair Housing Act.
- **Support for mixed use development.** Some Plans explicitly support the development of mixed use projects, which typically include upper story housing located above retail or commercial uses.
- **Support for accessory dwelling units.** Comprehensive Plans may include policies specifically referencing support for this form of housing. Recent Oregon legislation requires all cities below a certain size to allow for this form of housing outright in all zones where single-family detached housing is allowed.
- **Support flexible zoning.** Some Plans include policies which emphasize the need for zoning to be flexible enough to meet a variety of housing needs and keep costs for such housing down, particularly for housing affordable to low and moderate income households.
- **Address land supply goals.** Many Comprehensive Plans include policies which reference the need to ensure that adequate land is zoned to meet identified housing needs, and to periodically update the jurisdiction’s inventory of such lands.
- **Support development of manufactured homes.** Oregon law requires that all zones that allow for “stick built” single family detached homes also allow for manufactured homes on individual lots. Each jurisdiction must also allow for manufactured home parks in at least one residential zone.

Table 1 summarizes consistency of Morrow County jurisdictions with these policy objectives. As noted, several of the jurisdictions’ Plans include policies that address some of these issues, although gaps are present in most local Comprehensive Plans. Specifically, the following issues are not addressed in any of the jurisdictions:

- Fair Housing goals
- Accessory dwelling units
- Flexible approach to zoning
- Manufactured housing units

Table 1. Comprehensive Plan Policy Review Summary

<i>Policy Issue</i>	<i>Morrow County</i>	<i>Boardman</i>	<i>Heppner</i>	<i>Ione</i>	<i>Irrigon</i>	<i>Lexington</i>
Supports Goal 10	Yes	Yes	Yes	Yes	Yes	Yes
Emphasizes affordable housing	Yes	Yes	No	Yes	Yes	No
Supports partnerships	Yes	Yes	No	Yes	Yes	No
Encourages variety of housing types	Yes	Yes	Yes	Yes	Yes	Yes
Affirms Fair Housing goals	No specific policy	No specific policy	No specific policy	No specific policy	No specific policy	No specific policy
Supports mixed use development	No specific policy	Yes	No	No	No	No
References ADUs	No	No	No	No	No	No
Supports flexible zoning	No specific policy	Yes	No	No	No	No
Addresses land supply goals	Yes	Yes	No	Yes	No	No
Supports manufactured homes	No specific policy	No specific policy	No specific policy	No specific policy	No specific policy	No specific policy

ZONING AND DEVELOPMENT CODE STANDARDS

In addition to reviewing Comprehensive Plan policies, APG reviewed the zoning ordinance or development code for each jurisdiction and has summarized information about the following type of standards. Summary observations include:

- **Residential zones.** All jurisdictions include a range of zones, with most providing for low, medium and high-density zones, and others providing a greater variety of zones. Most of the County's residential zones are applied to areas within unincorporated communities.
- **Housing types allowed.** All jurisdictions allow for a range of housing types. The mix of housing types allowed within the range of zones varies, as does the application of conditional use requirements to specific types of housing.
- **Manufactured homes.** This type of housing is generally allowed on individual lots as required by state law. Manufactured home parks are allowed in at least one zone in each community as required by state law, although they are subject to conditional use requirements in one or all zones in each jurisdiction, with the exception of Boardman and Heppner.
- **Accessory dwelling units.** These are allowed only in Heppner.
- **Cottage Cluster Housing.** This form of housing is explicitly defined and allowed only in Heppner and possibly in Irrigon, although there are no specific standards for this type of housing in Irrigon.
- **Densities and minimum lot sizes.** These vary somewhat significantly across the communities, with relatively high minimum lot sizes required in most of the jurisdictions, and the density of development constrained significantly by municipal sewer and water capacity in Lone and Lexington.
- **Height standards.** These are relatively consistent across the jurisdictions, with a lower maximum height allowed in Lexington (25').
- **Off-street parking requirements.** All communities require two spaces for single-family detached dwellings. Heppner and Irrigon require fewer spaces for other housing types.
- **Residential design standards.** Most communities do not apply specific architectural design standards to most housing types.

Tables 2 and 3 summarize these requirements in more detail. Table 2 summarizes County requirements, while Table 3 describes requirements for the five cities. Subsequent reports will identify potential barriers associated with these standards and possible development code amendments to address the barriers.

Table 2. Development Code Review Summary, Morrow County

Policy Issue	Rural Resid. (RR1)	Farm Resid.	Suburb. Resid. (SR)	Suburb. Resid. 2A
Housing Types Allowed	SFD, MH, duplex (CU)	SFD, MH, duplex (CU)	SFD, duplex, MF, PUD, MHP (CU)	SFD, MF
Densities/ Minimum lot sizes allowed	2 acres	2 acres	SFD: 7,000 sf, 20,000 sf, or 1 acre ¹ Duplex: 10,000 sf , 30,000 sf, or 1.5 acres ¹ MF: 10,000 + 2,500 sf/unit - 1.5 acres + 7,500 sf/unit ¹	2 acres
Manufactured home parks	No	No	No	No
ADU requirements	Not allowed/no specific standards			
Cottage cluster housing	No specific requirements			
Residential design standards	Only for manufactured homes on individual lots and in parks			
Off-street parking	SF, duplex, triplex: 2 spaces/dwelling; 4 or more units: 1.5 spaces per unit			
Building Heights	30'	30'	35' or 2.5 stories	35' or 2.5 stories

SFD = Single family detached home; MH = manufactured home on individual lot; MH Park = manufactured home park; MF = multi-family housing

Notes:

1. Minimum lot size in the SR and SR-2A zones varies by presence of community water system and/or community wastewater system

Table 3. Development Code Review Summary, Cities

<i>Code Provision</i>	<i>Boardman</i>	<i>Heppner</i>	<i>Ione</i>	<i>Irrigon</i>	<i>Lexington</i>
Zones	R zone, with several sub-districts: <ul style="list-style-type: none"> • Future Urban • MH Park • MF • Sunridge Terrace 	R-1 (Limited Res.) R-2 (General Res.) R3 (Residential)	R-1 (Limited Resid.) R-2 (General Resid.) R-3 (Farm Resid.)	R (Residential)	R (Residential) FR (Farm Residential)
Housing Types Allowed ¹	SFD, MH, duplex, triplex, townhomes, MH Park (MH Park sub-district only), MF (MF sub-district only)	R1: SFD, MH, ADU (proposed), Duplex (CU) R2: SFD, MH, Duplex, ADU (proposed), MF (CU), Cottage Cluster (proposed) R3: Uses in R-2 allowed outright, plus MHP; Cottage Cluster (proposed)	R1: SFD, MH, Duplex, MF (CU) R2: SFD, MH, Duplex, MF, MH Park (CU) R3: SFD, MH, MH Park (CU)	SFD, MH, Duplex (CU), MH (CU), MH park (CU), Cottage Cluster (CU?)	R: SFD, MH, Duplex (CU), MH Park (CU), MF (CU) FR: SFD, MH, MH Park (CU)
Densities/ Minimum lot sizes allowed ⁴	SFD/MH: 6,300-8,000 sf Duplex: 8,000 sf Triplex: 9,000 sf Townhome: 3,000 sf MF: 10,000 sf total (no max density)	R-1: 7,000 sf (SF), 8,000 (duplex) R-2: 5,000 sf (SF), 6,000 sf (duplex), 7,000 SF plus 1,000 sf/additional dwelling unit (3 or more units)	R1: 9,000 sf plus 1,000 sf/additional dwelling – 10 acres R2: Same as R-1 R-3: 1 acre	SFD: 6,000 sf Duplex: 7,000 sf MF: 3,000 sf/unit MH park: 3,000 sf/unit	R: 7,500 (SF) 10,000 (duplex); 12,000 / 3,500/ unit (MF) FR: 1 acre (SFD, MH)

Code Provision	Boardman	Heppner	Ione	Irrigon	Lexington
		R-3: same as R-2			
Manufactured home parks	In MHP sub-district	In R-3	R-2 (CU), R-3 (CU)	As a CU	R, FR (CU)
ADU requirements	None	Proposed: Size: 800 sf Number: 1/lot; only with SFD Own: No Design stds: Privacy, entrances	None	None	None
Cottage cluster housing ²	No specific standards	Specific standards proposed	No specific standards	No specific standards	No specific standards
Residential design standards	Yes for all housing types, except SFD	Yes, menu for all SFD, MH, duplexes	None	Yes, for all housing types	Yes for manufactured homes Basic site design standards for CU
Off-street parking requirements	2/unit, all dwellings	2/unit, all dwellings, except: <ul style="list-style-type: none"> No additional proposed for ADUs 1-1.5/unit plus guest parking proposed for Cottage Cluster 	2/unit, all dwellings	2/unit for SFD, duplexes 1-2/unit for MF, depending on # of bedrooms None for ADUs	2/unit, all dwellings
Building Heights ³	30-35' or 2.5 stories, except MF is 30 feet or 3 stories	35' all zones	35' all zones	35' all types	R: 25' FR: 25'

SFD = Single family detached home; MH = manufactured home on individual lot; MH Park = manufactured home park; MF = multi-family housing

Notes:

1. In addition to the uses listed here, most residential zones allow residential homes and/or residential group uses; some also allow assisted living facilities and/or congregate care facilities.
2. Most jurisdictions allow clustering of housing, including in planned unit development or master planned areas; however, most do not allow for “cottage cluster” developments, with smaller dwelling and higher densities than base standards.
3. Height ranges in Boardman refer to flat roofs vs. pitched roofs.
4. Lot sizes in lone must be larger in the absence of a sewer system or water facilities and in the urban growth area or un-platted areas.

Appendix D: Policy and Code Revisions Memo



MEMORANDUM

Policy and Code Strategies – Preliminary Recommendations Morrow County Housing Study

DATE February 5, 2019
TO Morrow County Housing Study Technical Advisory Committee
FROM Matt Hastie, and Jamin Kimmel, Angelo Planning Group
CC Brendan Buckley and Jerry Johnson, Johnson Economics

OVERVIEW

Angelo Planning Group (APG), in partnership with Johnson Economics, is assisting Morrow County with a Housing Study for Morrow County and five of its cities – Boardman, Irrigon, Lone, Lexington and Heppner. The goal of the study is to obtain information about the type, size, location and price of housing required to meet the current and future needs of county residents and to understand the market forces, planning and zoning regulations and local barriers that impact housing development in Morrow County.

As one of the first steps in the study, APG reviewed the housing policies and zoning or development code standards associated with housing and residential development in the County and cities, including a review of each jurisdiction’s Comprehensive Plan and development code. As a follow-up step, APG has identified potential changes to local policies and code requirements to address local housing needs and barriers. These recommendations will be reviewed with the project Technical Advisory Committee and other community members and further refined based on that review.

COMPREHENSIVE PLAN POLICIES

APG reviewed each jurisdiction’s Comprehensive Plan to assess whether it includes the following types of supportive policies:

- **Supports Statewide Planning Goal 10.** Comprehensive Plans typically do and should include a general policy that mirrors Statewide Planning Goal 10 (Housing), stating that the overall goal of the jurisdiction is to *“encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.”*

- **Emphasizes affordable housing needs.** Given that meeting the needs of low and moderate income households often requires public intervention or subsidy, it is important to include policies emphasizing the needs of these households.
- **Supports partnerships.** Most Comprehensive Plan housing elements include policies aimed at supporting other public agencies, non-profits and market rate developers who focus on meeting the needs of low and moderate income households and community members with special housing needs.
- **Encourage a variety of housing types.** In addition to a broad goal or policy about meeting a full range of housing needs, Plans often include policies noting the need for a variety of housing types, including single family attached housing, duplexes, triplexes, multi-family housing and townhomes, as well as less traditional forms of housing such as cottage cluster housing and accessory dwelling units.
- **Affirms Fair Housing goals.** Local governments are required to ensure that their housing policies and standards do not discriminate against or have adverse effects on the ability of “protected classes” to obtain housing, consistent with the federal Fair Housing Act.
- **Support for mixed use development.** Some Plans explicitly support the development of mixed use projects, which typically include upper story housing located above retail or commercial uses.
- **Support for accessory dwelling units.** Comprehensive Plans may include policies specifically referencing support for this form of housing. Recent Oregon legislation requires all cities below a certain size to allow for this form of housing outright in all zones where single-family detached housing is allowed.
- **Support flexible zoning.** Some Plans include policies which emphasize the need for zoning to be flexible enough to meet a variety of housing needs and keep costs for such housing down, particularly for housing affordable to low and moderate income households.
- **Address land supply goals.** Many Comprehensive Plans include policies which reference the need to ensure that adequate land is zoned to meet identified housing needs, and to periodically update the jurisdiction’s inventory of such lands.
- **Support development of manufactured homes.** Oregon law requires that all zones that allow for “stick built” single family detached homes also allow for manufactured homes on individual lots. Each jurisdiction must also allow for manufactured home parks in at least one residential zone.
- **Support and encourage maintenance and rehabilitation of existing house.** Members of the project TAC recommended that Comprehensive Plans include this type of policy to help ensure that existing housing stock remains in good condition. Incorporating this type of policy will provide policy-level support for programs related to housing rehabilitation.
- **Balance housing needs with natural resource and natural hazard issues.** Members of the project TAC noted that policies, programs and requirements associated with protecting natural resources and addressing natural hazards can impact the location and cost of housing. It is important to balance and integrate policies and requirements related to both sets of topics.

- **Regulate short term rentals.** Many communities, particularly those with high levels of tourism, regulate short-term rental housing to reduce its impact on the supply and affordability of long-term rental housing. This has not been identified as an issues in the Morrow County communities.

As noted in the previous Policy Review Memo, a majority of the jurisdictions' Plans include policies that address these issues, although some gaps are present. Table 1 summarizes recommended policy amendments for selected jurisdictions to address these gaps. In some cases, local development codes address these issues; however, additional Comprehensive Plan policies are still recommended to provide additional policy support for local regulations.

Table 1. Comprehensive Plan Policy Update Summary

Policy Amendment	Morrow County	Boardman	Heppner	Ione	Irrigon	Lexington
Emphasize affordable housing			X			X
Support partnerships			X			X
Affirm Fair Housing goals	X	X	X	X		X
Support mixed use development	X		X	X	X	X
Reference and support ADUs	X	X	X	X	X	X
Support flexible zoning	X		X	X	X	X
Address land supply goals			X		X	X
Support manufactured homes	X	X	X	X	X	X
Maintain, repair existing housing	X	X	X	X	X	X
Balance housing needs with natural resources & hazards	X	X	X	X	X	X

ZONING AND DEVELOPMENT CODE STANDARDS

In addition to reviewing Comprehensive Plan policies, APG reviewed the zoning ordinance or development code for each jurisdiction and summarized information about the following type of standards in the earlier policy review memo. Summary observations include:

- **Residential zones.** Most of the jurisdictions in Morrow County include a range of zones, with most providing for low, medium and high-density zones. Boardman and Irrigon each have one residential designation. Boardman also has several sub-districts within its residential zone; Irrigon does not. While the single zones in those two communities allow for a range of housing types, several types are only allowed as conditional uses. This may be problematic from the standpoint of addressing the state requirements to provide clear and objective standards for needed housing types (now defined as all housing).
- **Housing types allowed.** All jurisdictions allow for a range of housing types. The mix of housing types allowed within the range of zones varies, as does the application of conditional use requirements to specific types of housing. Several changes are recommended, in part to address recent legislation that indicates that all housing types are to be considered needed housing, coupled with existing requirements that require local jurisdictions to provide clear and objective standards for needed housing. In Lone and Lexington, standards will need to address water and sanitary sewer service.
- **Manufactured homes.** This type of housing is allowed outright on individual lots as required by state law in all Morrow County communities. In addition, manufactured home parks are allowed in at least one residential zone in each jurisdiction as required by state law. However, they are allowed only as conditional uses in several jurisdictions which conflicts with the requirements for clear and objective standards for needed housing described above. As a result, code updates are recommended to allow for manufactured home parks as outright allowed uses in several communities.
- **Accessory dwelling units.** These are not allowed in most Morrow County communities, except in Heppner. They should be added to each community's list of allowed uses for single family and potentially other residential zones, with clear and objective standards.
- **Cottage Cluster Housing.** This form of housing is explicitly defined and allowed only in Heppner. It is recommended to be allowed in most other jurisdictions.
- **Densities and minimum lot sizes.** These vary across the communities. Lot sizes and densities appear to be appropriate based on conditions in these communities, including the lack of sanitary sewer facilities in Lone and Lexington and limited water serve in Lexington.
- **Height standards.** These are fairly consistent across the jurisdictions. Changes are recommended to standards in Boardman and Lexington.
- **Off-street parking requirements.** Most communities require two spaces for single-family detached dwellings. Some cities require fewer spaces for other housing types. Modest changes are recommended to help reduce costs associated with off-street parking.

- **Residential design standards.** Several communities apply specific architectural design standards to one or more housing types. No changes are recommended at this time.

Table 2 summarizes potential changes for selected jurisdictions. Additional recommendations may be included in a draft Housing Strategies Report.

Table 2. Potential Development Code Changes

Code Provision	Boardman	Hepner	Ione	Irrigon	Lexington	Morrow County
Housing Types Allowed	Allow ADUs in all zones	Allow ADUs in all zones Allow duplexes on corner lots in R-1 Allow triplexes in R-2	Allow ADUs in all zones Allow MH Parks outright in R-2 or R-3 zone with clear & objective (C&O) standards	Allow ADUs Establish C&O standards to enable allowing a wider range of housing types outright	Allow ADUs Allow MH Parks outright in R or FR zone with C&O standards Allow MF housing outright in the R zone with C&O standards	Allow duplexes as an outright use where they are currently allowed as a CU, applying specific standards Allow MHPs as an outright use in the SR zone
Densities/ Minimum lot sizes allowed	No changes suggested	No changes suggested	No changes suggested	No changes suggested	No changes suggested	No changes suggested
ADU requirements	Allow and establish standards using DLCD guidelines	No changes suggested	Allow and establish standards using DLCD guidelines	Allow and establish standards using DLCD guidelines	Allow and establish standards using DLCD guidelines	Allow and establish standards using DLCD guidelines
Cottage cluster housing	Allow and create specific standards	No changes suggested	Allow and create specific standards	Allow and create specific standards	Allow and create specific standards	
Off-street parking requirements	Reduce for MF to 1 – 1.5 spaces per unit	No changes suggested	Reduce for MF to 1 – 1.5 spaces per unit	No changes suggested	Reduce for MF to 1 – 1.5 spaces per unit	No changes suggested

<i>Code Provision</i>	<i>Boardman</i>	<i>Heppner</i>	<i>Ione</i>	<i>Irrigon</i>	<i>Lexington</i>	<i>Morrow County</i>
Building Heights	Increase to 35' for MF housing	No changes suggested	No changes suggested	No changes suggested	Increase to 35' for MF housing	No changes suggested

Appendix E: Heppner Cottage Cluster Code



MEMORANDUM

City of Heppner Cottage Cluster Standards – Example Language Morrow County Housing Study

DATE May 20, 2019
TO Morrow County Housing Study Technical Advisory Committee
FROM Matt Hastie, and Jamin Kimmell, Angelo Planning Group
CC Brendan Buckley and Jerry Johnson, Johnson Economics

The purpose of this memo is to provide example development code language from the City of Heppner’s proposed cottage cluster development standards. This code language was drafted in an effort to better facilitate cottage cluster development by creating clear and objective standards and allowing for an administrative land use review. The example language is provided below. Other Morrow County jurisdictions are encouraged to adopt and modify the language for their own zoning and development codes.

11-11-4. CLUSTER DEVELOPMENT PROVISIONS.

A. Purpose.

A cottage cluster development is a small cluster of dwelling units appropriately sized for smaller households and available as an alternative to the development of typical detached single-family and two-family homes on individual lots. Cottage cluster development is intended to address the changing composition of households, and the need for smaller, more diverse, and often, more affordable housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development. A cottage cluster development is also intended to maintain open space; reduce street and utility construction, and maintenance; separate automobile traffic from residential areas; and reduce site development and housing costs.

B. Description.

Cluster Development is a development technique wherein house sites or structures are grouped closer together with the remainder of the tract left in its natural state or as landscaped open space. Clustering can be carried out in the context of a major or minor partition, subdivision, or through a conditional use. It differs from a Planned Development in that it may be done on a

smaller site, does not necessarily have a mixture of housing types and uses, and is done in a unit, rather than planned phases. Cluster Developments may incorporate single-family structures and their associated uses. Steep slopes, stream banks or other sensitive lands should remain in their natural condition, but may be used in density calculations.

C. Ownership and Parcelization

Cottage cluster developments may be sited on one commonly owned parcel with individual cottages owned in a condominium, cooperative, or similar arrangement, or cottages may be on individual lots with shared amenities and facilities owned in common. Applicants must submit proof that a homeowner's association or other long-term management agreement will be established to ensure the maintenance of development elements in common ownership.

D. Standards

Cottage cluster developments are subject to the following standards:

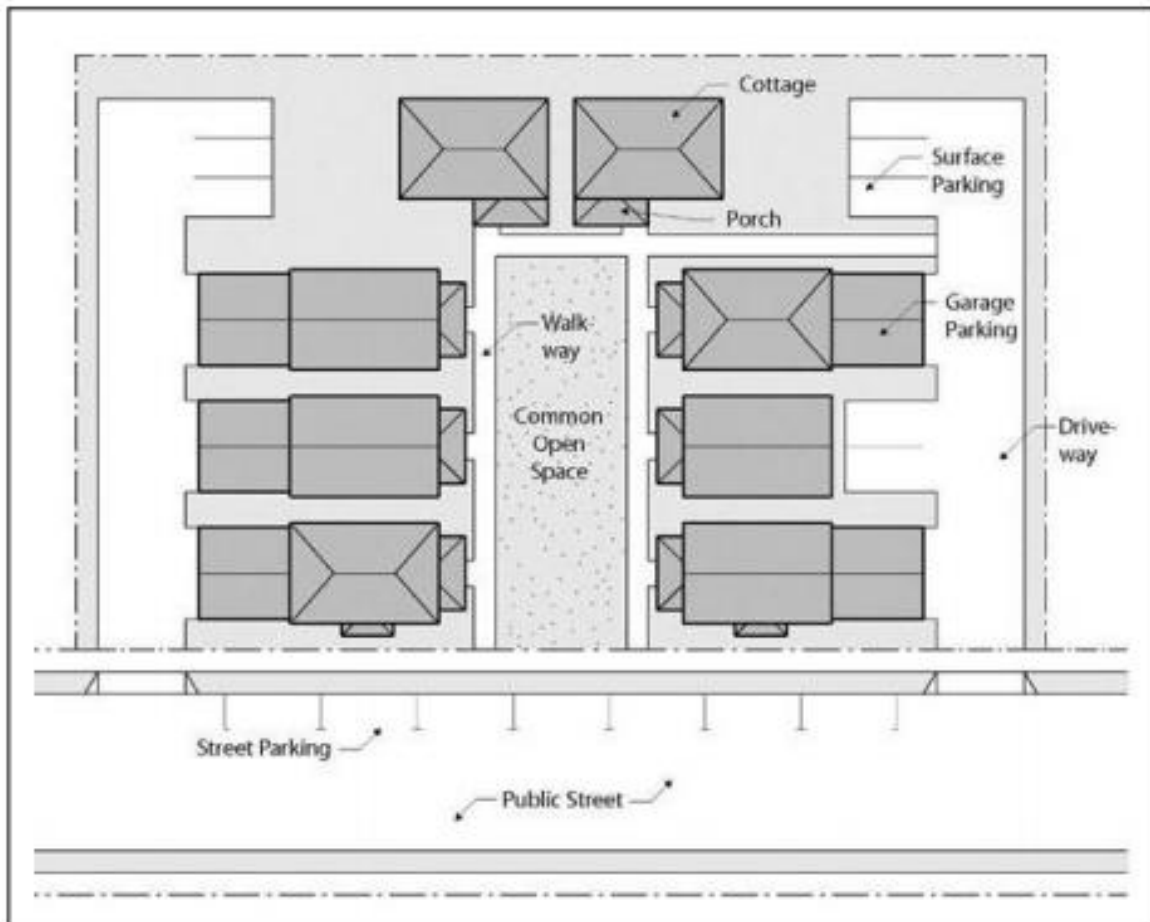
1. Density. Cottages may be built up to the density established for cottage cluster development in the underlying zone.
2. Number of cottages. A cottage cluster development is composed of four (4) to twelve (12) dwelling units.
3. Cottage design, placement and orientation. The cottages in a cottage cluster development are subject to the following standards:
 - a. Maximum floor area. The gross floor area of each cottage shall not exceed 1,250 square feet.
 - b. Maximum footprint. The footprint of each cottage unit shall not exceed 800 square feet, or 1,200 square feet including a garage. A communal garage or parking structure is permitted, and is not subject to the maximum footprint requirements for cottages.
 - c. Average size. The average size of all dwellings combined within a cottage cluster development will be less than 1,050 square feet.
 - d. Maximum height. The height of each cottage shall be the same as required by the underlying zoning and applicable overlay zoning.
 - e. Placement. If cottages differ in size, smaller cottages shall be located adjacent to or in closer proximity than larger cottages to the adjacent public street or River Trail to which the development is oriented.
 - f. Setbacks. The setbacks from adjacent property lines along the perimeter of the cottage cluster development shall be the same as required by the underlying zone. The minimum distance between all structures, including accessory

- structures, shall be in accordance with building code requirements (at least six (6) feet spacing between buildings).
- g. Private open space. Each cottage may have private open space for the exclusive use of the cottage residents. Private open space does not count towards the required common open space.
 - h. Orientation of cottages. Cottages shall be clustered around the common open space. Each cottage shall have a primary entrance and covered porch oriented to the common open space. All cottages shall be within 10 feet from the common open space, measured from the façade of the cottage to the nearest delineation of the common open space. Lots in a cottage cluster development are not required to abut a public right-of-way, except that the parent parcel shall have frontage on a public right-of-way.
 - i. Public street facing facades. Cottages abutting a public right-of-way shall have a secondary entrance or a porch, bay window, or other major architectural feature oriented to the public right-of-way. Garage or carport entrances may not face a public right-of-way.
 - j. Porches. Each cottage shall have a covered open porch that shall be oriented toward the common open space and that shall be at least six (6) feet in depth measured perpendicular to the abutting building facade and at least 60 square feet in area.
4. Community buildings. Cottage cluster developments may include community buildings that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. They shall have a footprint of no more than 800 square feet and may not exceed one story in height. Their design, including the roof lines, shall be similar to and compatible with that of the cottages within the cottage cluster development.
 5. Common open space. Cottage cluster developments shall have a common open space in order to provide a sense of openness and community of residents. Common open space is subject to the following standards:
 - a. Each cottage cluster development shall contain a minimum 2,000 square feet of common open space regardless of the number of cottages in the cluster, and not less than 400 square feet of common open space per cottage.
 - b. The common open space shall be in a single, contiguous, useable piece.
 - c. Cottages shall abut the common open space on at least two sides of the open space.
 - d. The design of the common open space shall not use unusable lot area or projections to meet the requirement for common open space. Unusable lot area includes, but is not limited to, foundation landscaping, enlarged or enhanced parking strips or sidewalks, narrow strips of land, or small dead zones of the lot.
 - e. Parking areas, required yards, private open space, and driveways do not qualify as common open space.
 - f. Provisions for the long-term maintenance of open space shall be provided through a homeowners association or other legal instrument.
 6. Parking. Parking for a cottage cluster development is subject to the following standards:
 - a. Minimum number of parking spaces. Cottage cluster developments shall have at least one parking space for each unit with a gross floor area of 700 feet or less

- and 1.5 parking spaces for each unit with a gross floor area of 701 square feet or more (rounded up to the nearest whole number).
- b. Guest parking. Cottage cluster developments shall have at least 0.5 additional guest parking spaces for each cottage in the development, rounded up to the nearest whole number. These spaces shall be clearly identified as being reserved for guests.
 - c. Reduction in number of required parking spaces. The required number of guest parking spaces may be reduced by the number of on-street parking spaces on public streets adjacent to and immediately abutting the cottage cluster development.
 - d. Clustering and parking structures. Parking areas may be arranged in clusters limited to no more than five contiguous spaces. Clustered parking areas may be covered. Up to two (2) carriage house dwelling units are permitted on the second floor of a parking structure, with a maximum of one (1) carriage house dwelling unit per four (4) cottages (rounded to the nearest whole number). Parking structures may or may not be located on the same lot as the cottage they serve. Parking structures shall not be located within a common open space and are required to be screened from view from common open space areas.
 - e. Parking access. Parking areas shall be accessed only by a private driveway or public alley. No parking space may access a public street directly. No parking space may be between a public street and cottages abutting the public street.
 - f. Design. The design of garages, carports, and parking structures, including the roof lines, windows, and trim, shall be similar to and compatible with that of the cottages within the cottage cluster development.
 - g. Screening. Landscaping or architectural screening at least three feet tall shall separate parking areas and parking structures from the common area and public streets. Solid fencing (e.g., board, cinder block) shall not be allowed as an architectural screen.
 - h. Location. Parking can be grouped and located on a separate lot within 100 feet of an edge of the cottage cluster development.
7. Frontage, access, and walkways.
- a. Frontage. The parent parcel shall have frontage on a public street. If individual lots are created within the cluster development, each lot shall abut the common open space, but is not required to have public street frontage.
 - b. Access. No part of any structure shall be more than 150 feet, as measured by the shortest clear path on the ground, from fire department vehicle access, unless the building has a fire suppression system.
 - c. Walkways. A cottage cluster development shall have sidewalks abutting all public streets. A system of interior walkways shall connect each cottage to the common open space, parking areas, private driveways, any community buildings, the sidewalks abutting any public streets bordering the cottage cluster development, and other pedestrian or shared use facilities. Sidewalks abutting public streets shall meet the width requirements established in the Heppner Engineering Design Standards, and interior walkways shall be at least four (4) feet in width.

8. Interior fences. Fences on the interior of the cottage cluster development shall not exceed three (3) feet in height and shall not consist of solid (e.g., board, cinder block) fencing.
9. Existing structures. On a lot or parcel to be used for a cottage cluster development, an existing detached single-family dwelling that may be nonconforming with respect to the requirements of this section may remain, but the extent of its non-conformity may not be increased. Such dwellings shall count towards the number of cottages allowed in the cottage cluster development.
10. Streets and roads will not be used for density calculations, and will conform to city standards. The decision-making body may allow for reductions in street width where the land is steep, the street serves a limited number of dwellings, and off-street parking requirements are met.
11. Conflicts. In the event of a conflict between this Section and other Sections of the Heppner Development Code, this Section shall control.

Illustrations of cottage cluster development layouts.



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

APPLICATION #: 00N

COUNTY ROAD #: 728

ROAD NAME: Frontage Lane

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:
08-09-2019-10-482
 (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 Frontage Road at 0.07 miles from nearest
(Name of County Road) (Miles)
 interstecion with road Bombing Range Road 18 04N R26E
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Electric Transmission Line of 230 kV, Center Line 77' distance
(Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
 from R/W line n/a depth of line or pipe, N 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 W
(Initial)

Page 2 W
(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: Wendy Neal
(Signature of Authorized Permittee)

DATE: 8/5/19
(Date Signed)

State of <u>Oregon</u>
County of <u>Umatilla</u>
This instrument was acknowledged before me on <u>8/5</u> 20 <u>19</u>
by <u>Wendy Neal</u>
Notary Public - State of <u>Oregon</u>

OFFICIAL STAMP
 LYNNE ELLE FIDLER
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 386474
 MY COMMISSION EXPIRES APRIL 18, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

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.

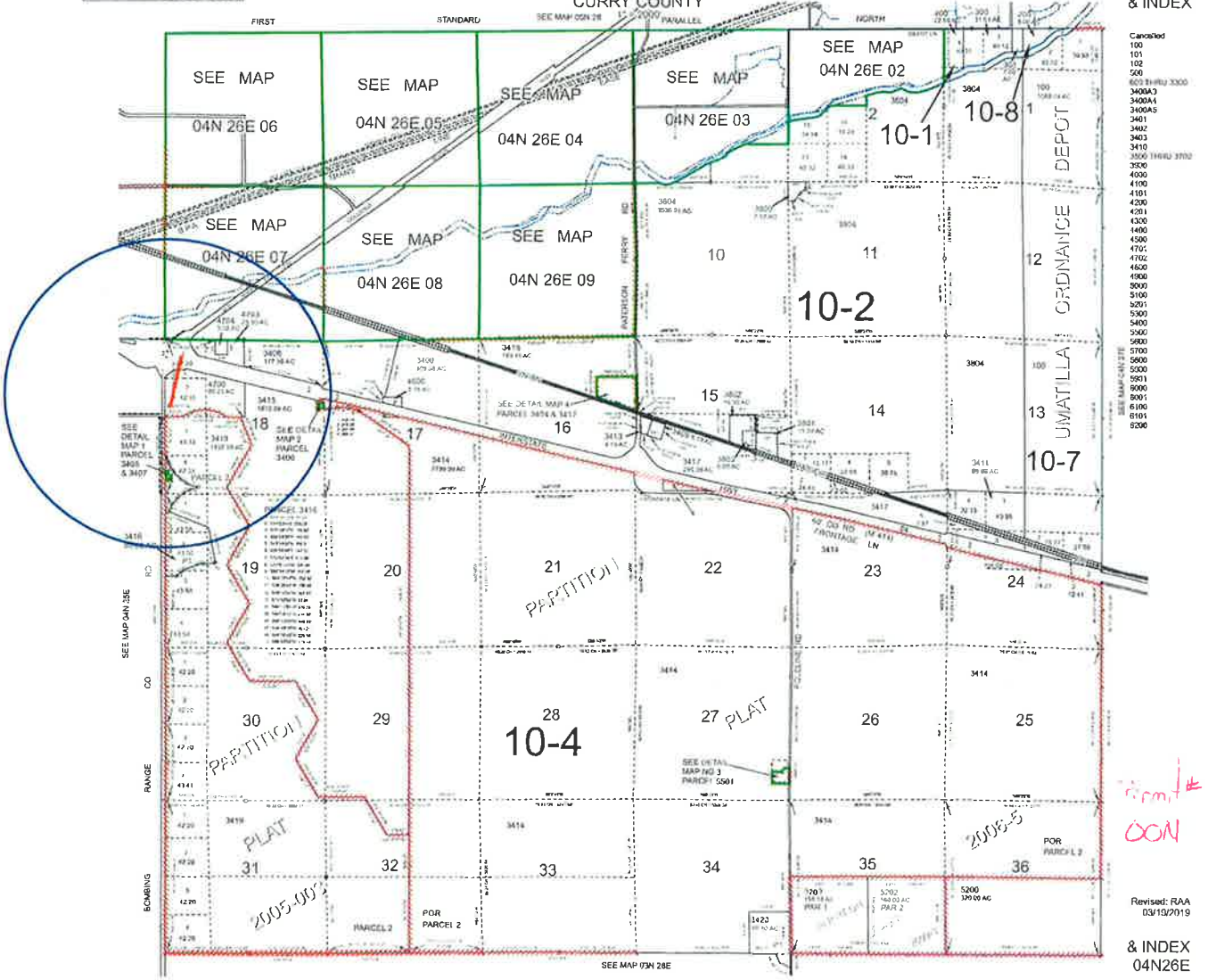
If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained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

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



T.4N. R.26E W.M
CURRY COUNTY

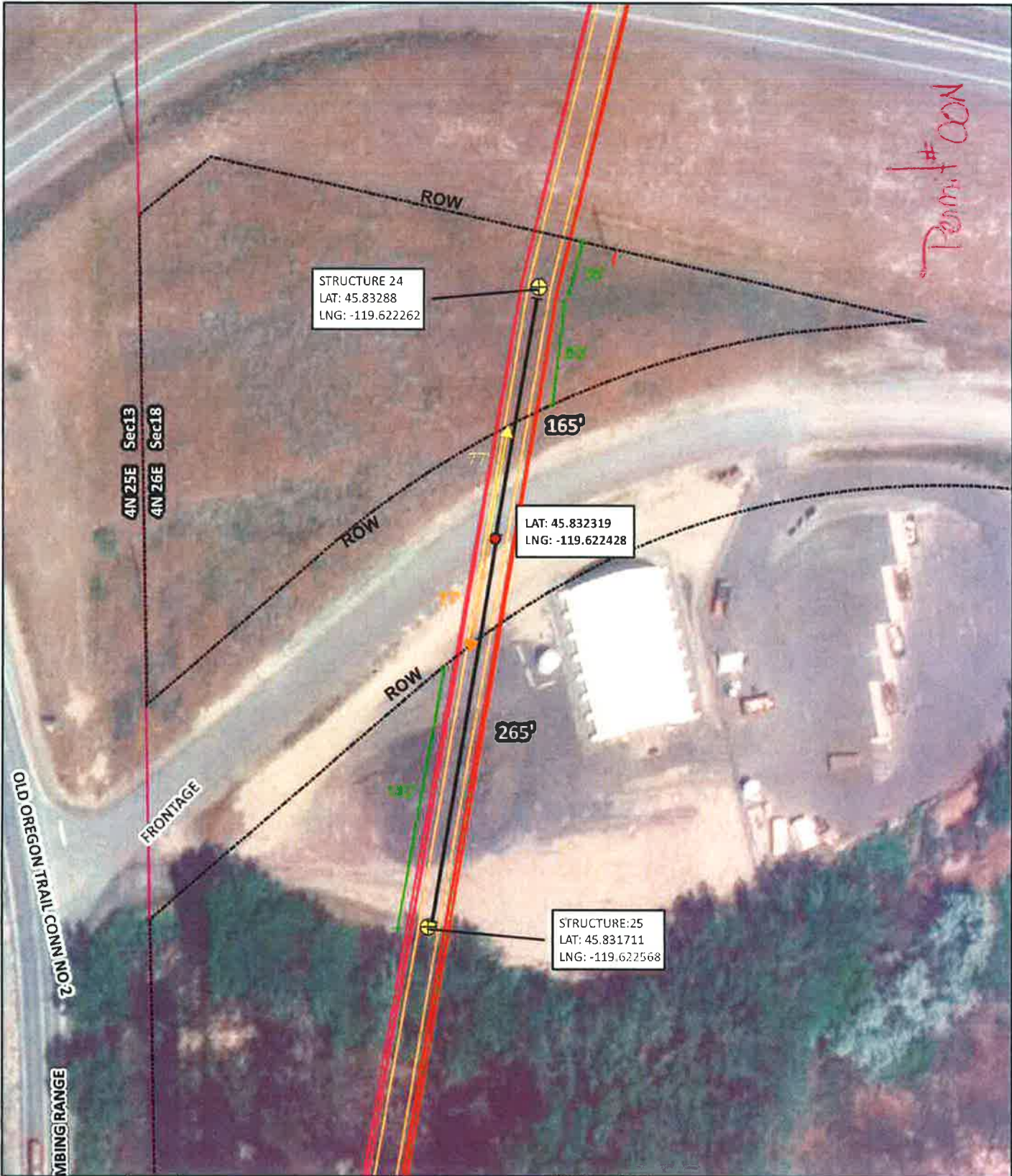
04N26E
& INDEX





- Cancelled
- 100
- 101
- 102
- 506
- 3400A3
- 6025 THRU 3300
- 3400A4
- 3400A5
- 3401
- 3402
- 3403
- 3410
- 3500 THRU 3700
- 3800
- 4000
- 4100
- 4101
- 4200
- 4201
- 4300
- 4400
- 4500
- 4700
- 4762
- 4850
- 4900
- 5000
- 5100
- 5201
- 5300
- 5400
- 5400
- 5800
- 5700
- 5800
- 5900
- 5901
- 6000
- 6001
- 6100
- 6101
- 6200

2005-5
2005-5
2005-5

Revised: RAA
03/19/2019
& INDEX
04N26E




 0 15 30 60

 1 inch = 83 feet

DATE	REVISION	#
5/6/2019	SAMPLE	1


 830 E Primrose, Suite 200
 Springfield, MO 65807
 Ph: 417-888-0645 Fax: 417-888-0657
 tothassociates.com
 CERTIFICATE OF AUTHORITY:
 OR# not required
© Toth and Associates, Inc.

OWN BY: AF
 UTD BY: RS
 APPD BY: GB
 DATE: 5/6/2019
 TITLE:

PROJECT:	WHEATRIDGE 230kV
LOCATION:	BOARDMAN MORROW COUNTY, OREGON
CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA
SHEET NO:	1 of 2

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

APPLICATION #: 000

COUNTY ROAD #: 559

ROAD NAME: Homestead Lane

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:
08-05-2019 \$0.00
(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 Homestead Ln at 0 miles from nearest
(Name of County Road) (Miles)
intersection with road Bombing Range Road 07 03N 26E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Transmission Line of 230 kV, Center Line 15' distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line n/a depth of line or pipe, E X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

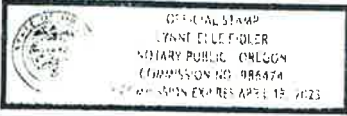
Page 1 wn Page 2 wn
(Initial) (Initial)

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.

PERMITEE SIGNATURE: Wendy Neal DATE: 8/5/19
(Signature by Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon



Denied permit application may be appealed to the Morrow County Board of Commissioners

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 sough, 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.

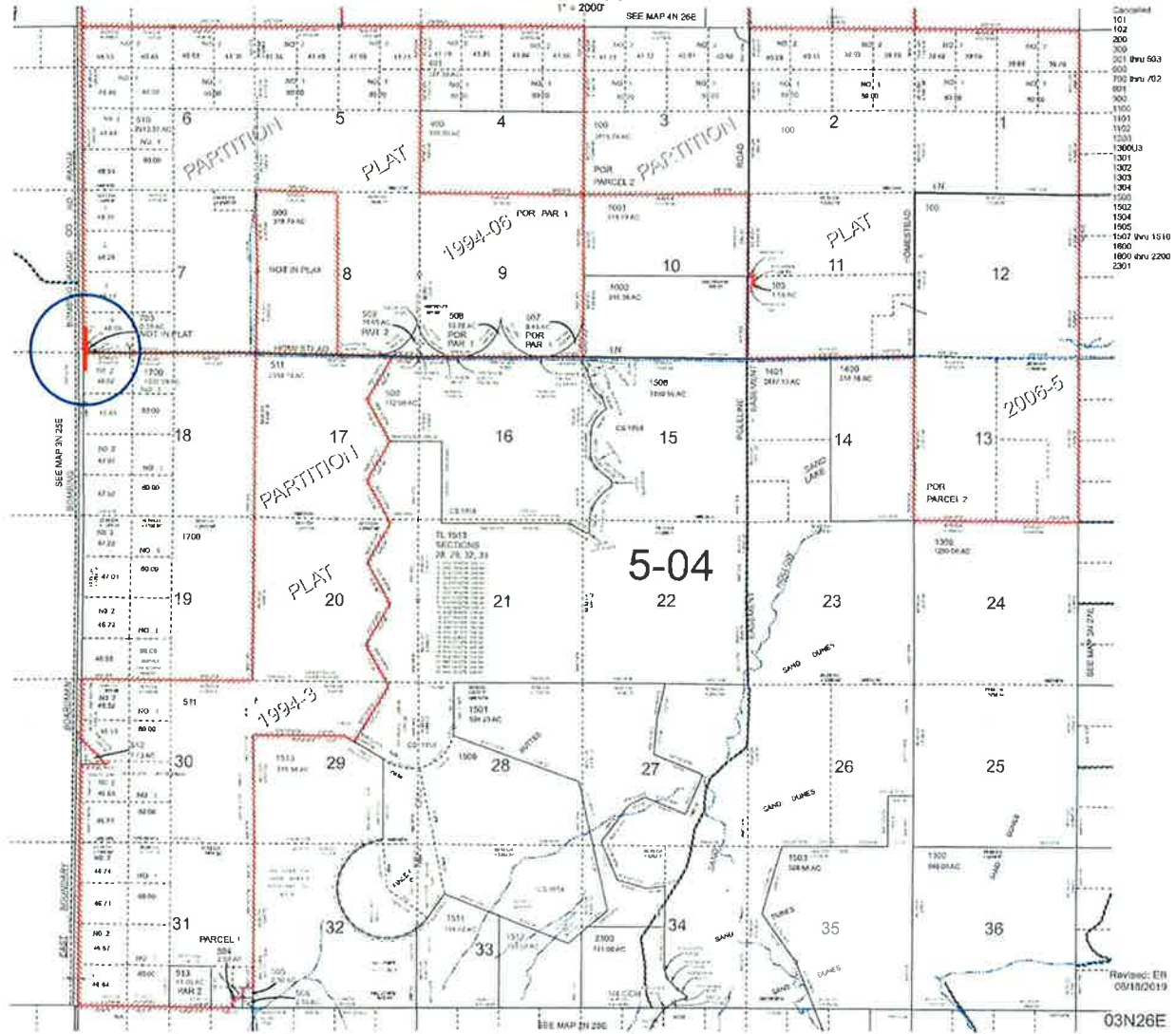
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



T.3N. R.26E. W.M.
MORROW COUNTY
1" = 2000'

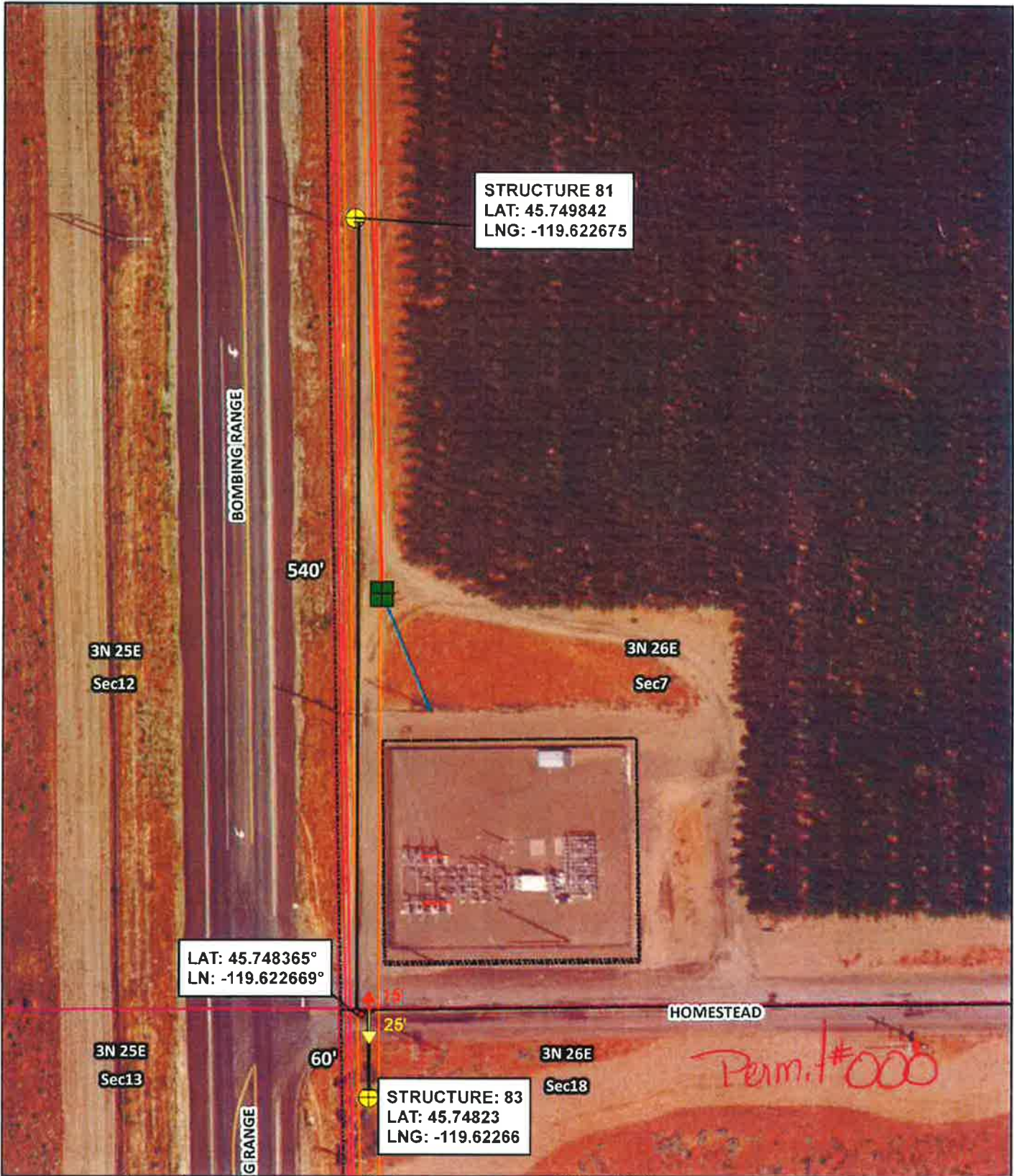
Permit # 000

03N26E



Revised: E11 03/18/2019

03N26E



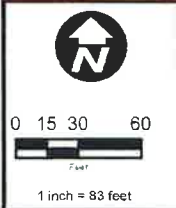
LAT: 45.748365°
LN: -119.622669°

STRUCTURE 81
LAT: 45.749842
LNG: -119.622675

STRUCTURE: 83
LAT: 45.74823
LNG: -119.62266

HOMESTEAD

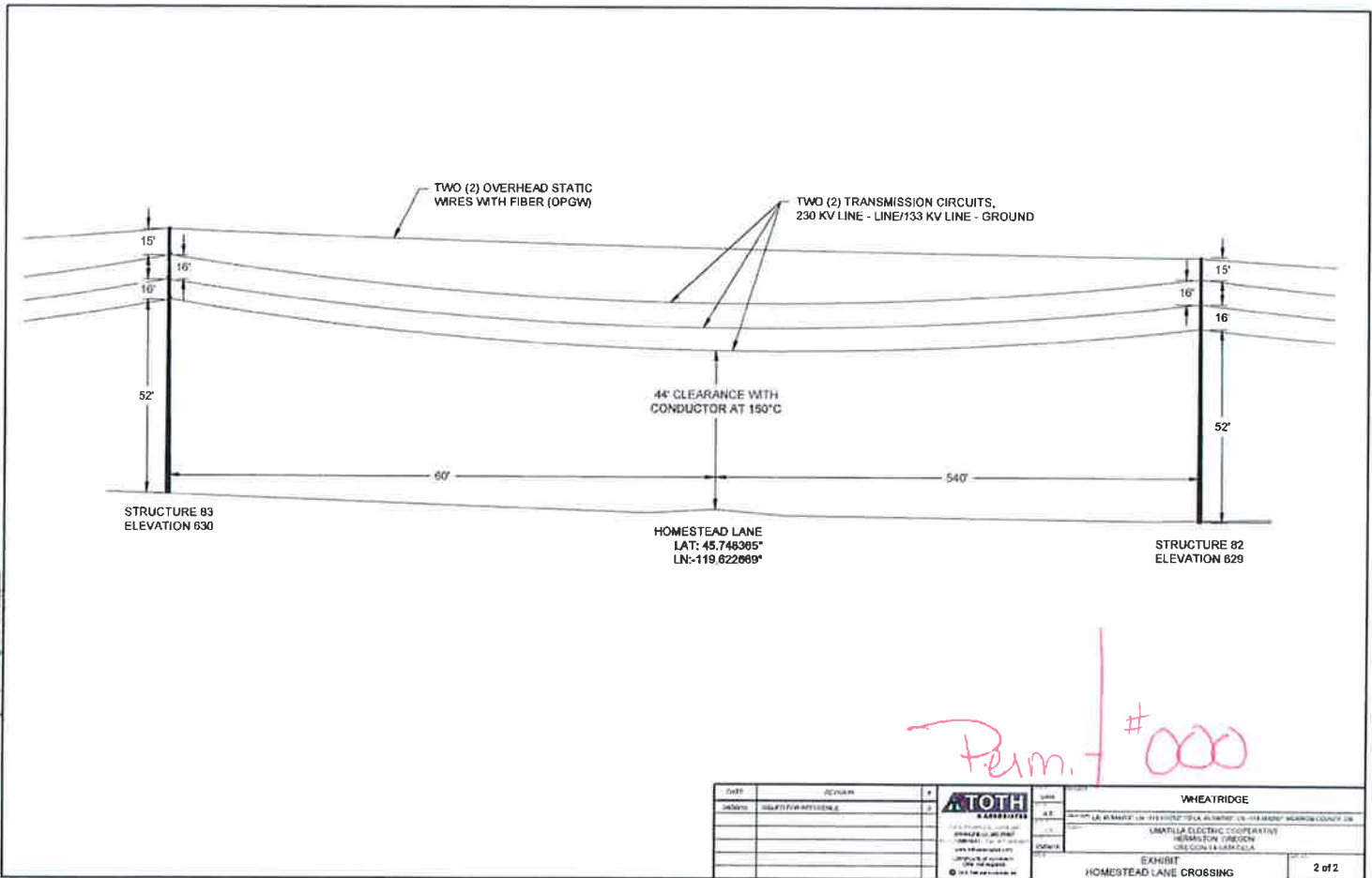
Permit #000



DATE	REVISION	#
7/8/2019	SAMPLE	1

TOOTH & ASSOCIATES
 830 E Primrose, Suite 200
 Springfield, MO 65807
 Ph: 417-888-0645 Fax: 417-888-0657
 tothassociates.com
 CERTIFICATE OF AUTHORITY
 DR# not required
© Toth and Associates, Inc.

DRAWN BY: AF CKD BY: RS APPD BY: GB DATE: 7/8/2019	PROJECT: WHEATRIDGE 230kV LOCATION: BOARDMAN MORROW COUNTY, OREGON CLIENT: UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA	TITLE: Homestead Ln Crossing DRAWING NO: 1 of 2
---	---	--



Permit #000

DATE	REVISION	BY	APP'D	DESCRIPTION
06/05/19	ISSUED FOR REVIEW			



MTOH
& ASSOCIATES

11111 11111 11111
11111 11111 11111
11111 11111 11111
11111 11111 11111
11111 11111 11111

WHEATRIDGE

11111 11111 11111 11111 11111 11111 11111 11111 11111 11111

11111 11111 11111 11111 11111 11111 11111 11111 11111 11111

11111 11111 11111 11111 11111 11111 11111 11111 11111 11111

11111 11111 11111 11111 11111 11111 11111 11111 11111 11111

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

APPLICATION #: 00P

COUNTY ROAD #: 490

ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Umatilla Electric Cooperative
Name (Business Name, Attn. Name)
P.O. 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:
08-12-2019-10-11
(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 Bombing Range Rd at -0.2 miles from nearest
(Name of County Road) (Miles)
intersection with road Frontage Rd 13 04N 25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Distribution Line of 6" Diameter, Center Line n/a distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 4' depth of line or pipe, E to 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 W Page 2 W
(Initial) (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: Wendy Neal DATE: 8/5/19
(Signature of Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon



Denied permit application may be appealed to the Morrow County Board of Commissioners.

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (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.

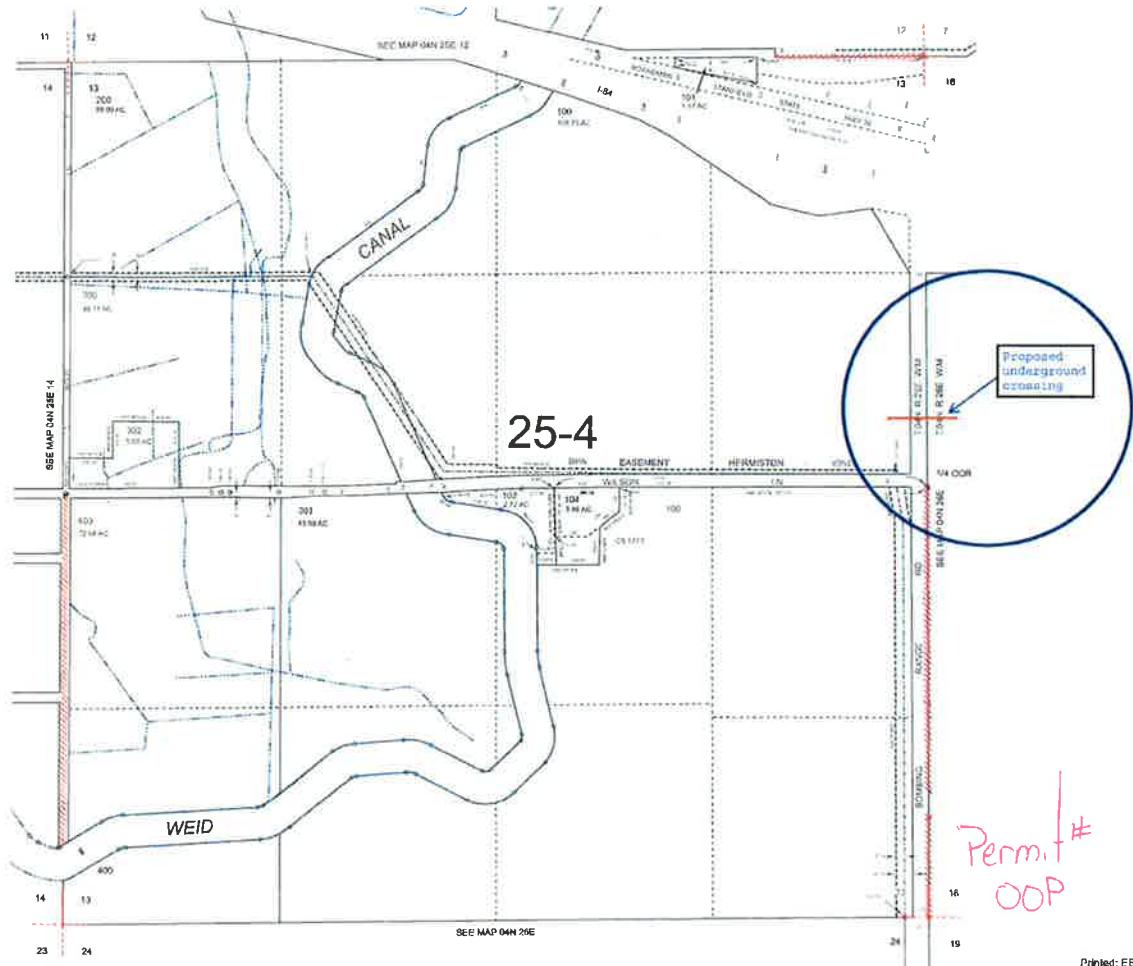
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



SECTION 13 T.4N. R.25E. W.M.
MORROW COUNTY
1" = 400'

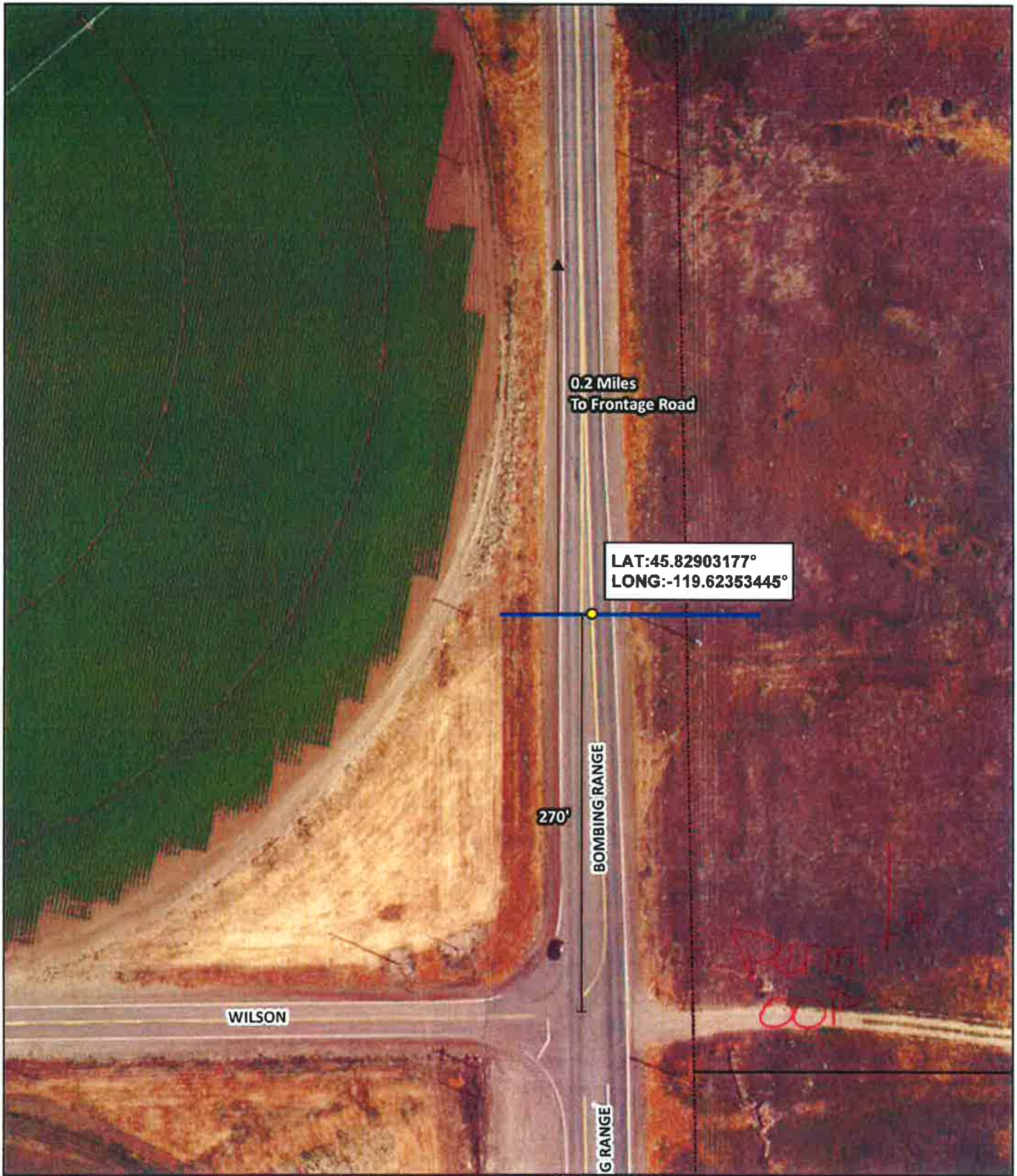
EXHIBIT A D.S.D

04N25E13
Cancelled
1700
103

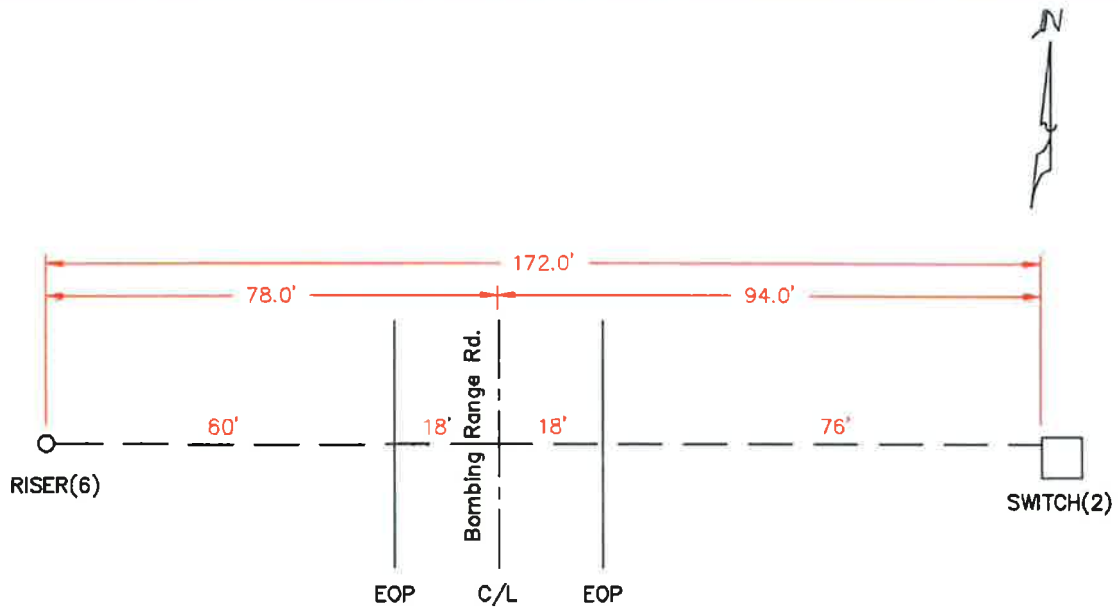


Printed: EB
02/21/2019

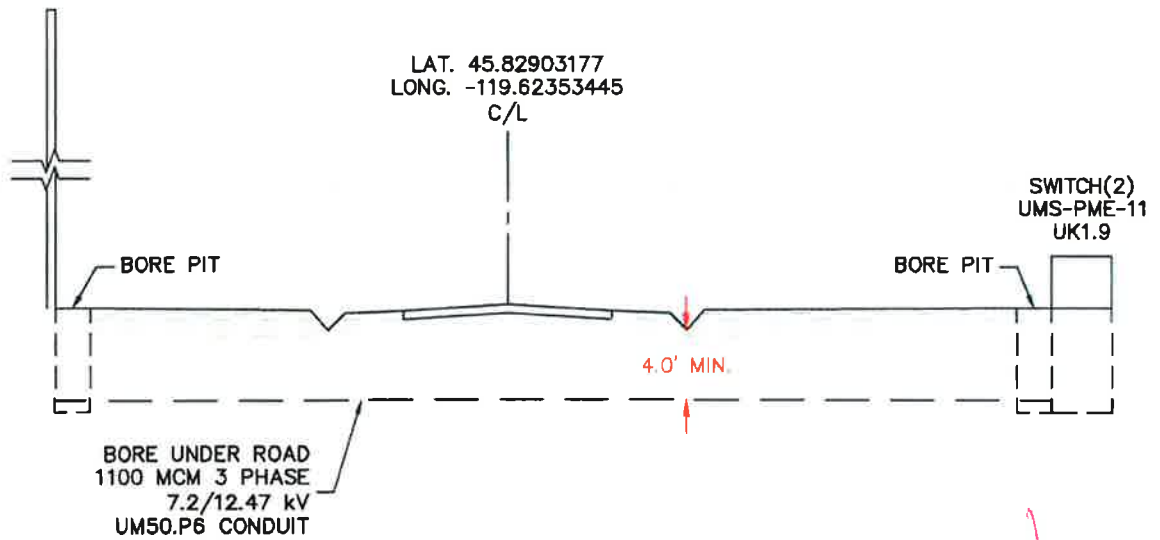
04N25E13



 0 15 30 60 Feet 1 inch = 83 feet	DATE	REVISION	#	 830 E Primrose, Suite 200 Springfield, MO 65807 Ph:417-888-0645 Fax:417-888-0657 tothassociates.com CERTIFICATE OF AUTHORITY: OR# not required © Toth and Associates, Inc.	DWTG BY: AF	PROJECT:	WHEATRIDGE 230kV	
	7/3/2019	SAMPLE	1		CRD BY: RS	LOCATION:	BOARDMAN MORROW COUNTY, OREGON	
					APPD BY: GB	CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA	
					DATE: 7/3/2019	TITLE:	Bombing Range Road Underground Distribution Crossing #1	SHEET: 1 of 2



RISER(6)
45-1
C2.51L
UC5.2



Permit # 00P

<p>SCALE Horiz. 1" = 30' Vert. 1" = 10'</p>	<p align="center">Umatilla Electric Cooperative Inc. Wheatridge Underground Distribution Relocate Oregon 14 Umatilla, Oregon</p>	 <p>830 E. Primrose, Suite 200, Springfield MO. 65807 Toth & Associates, Inc. Missouri State Certificate of Authority #2004004242</p>
<p>DRAWING DATE: 05/13/2019</p>			Bombing Range Road Underground Crossing #1 Switch (2) & Riser (6) Exhibit 2 of 2

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

APPLICATION #: 000

COUNTY ROAD #: 636

ROAD NAME: Lindsay West

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:
08-12-2019 \$0.00
(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 Lindsay West Rd at -1 miles from nearest
(Name of County Road) (Miles)
intersection with road Bombing Range Road 36 02N 25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Transmission Line of 230 kV Center Line No RW data distance
(Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
from R/W line n/a depth of line or pipe, 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 WN Page 2 WN
(Initial) (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: Wendy Neal DATE: 8/5/19
(Signature of Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon

OFFICIAL STAMP
LYNNE E. LE FIDLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 986474
MY COMMISSION EXPIRES APRIL 18, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

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 sough, 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.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

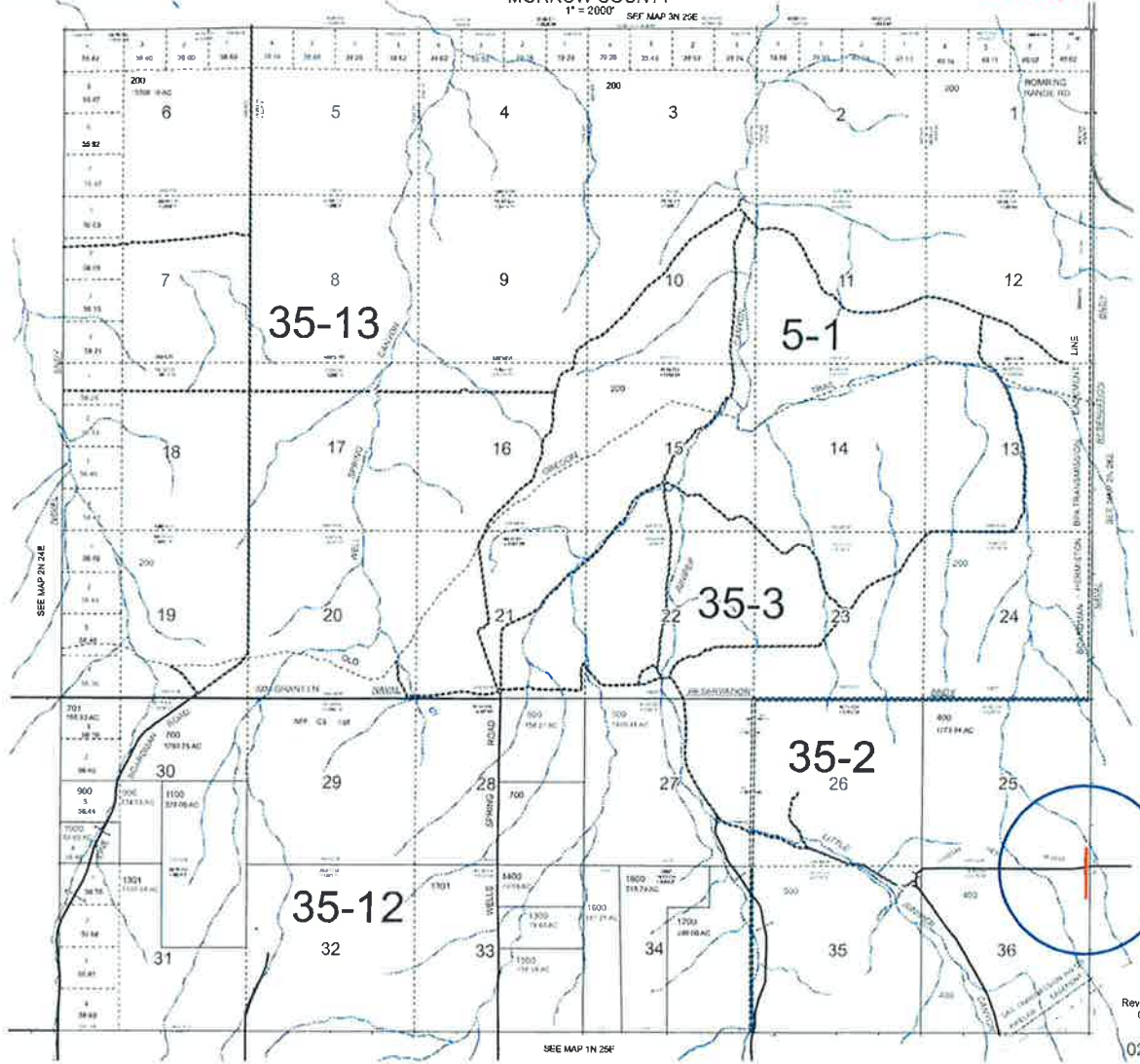


T.2N R.25E. W.M.
MORROW COUNTY
1" = 2000'

Permit # 000Q

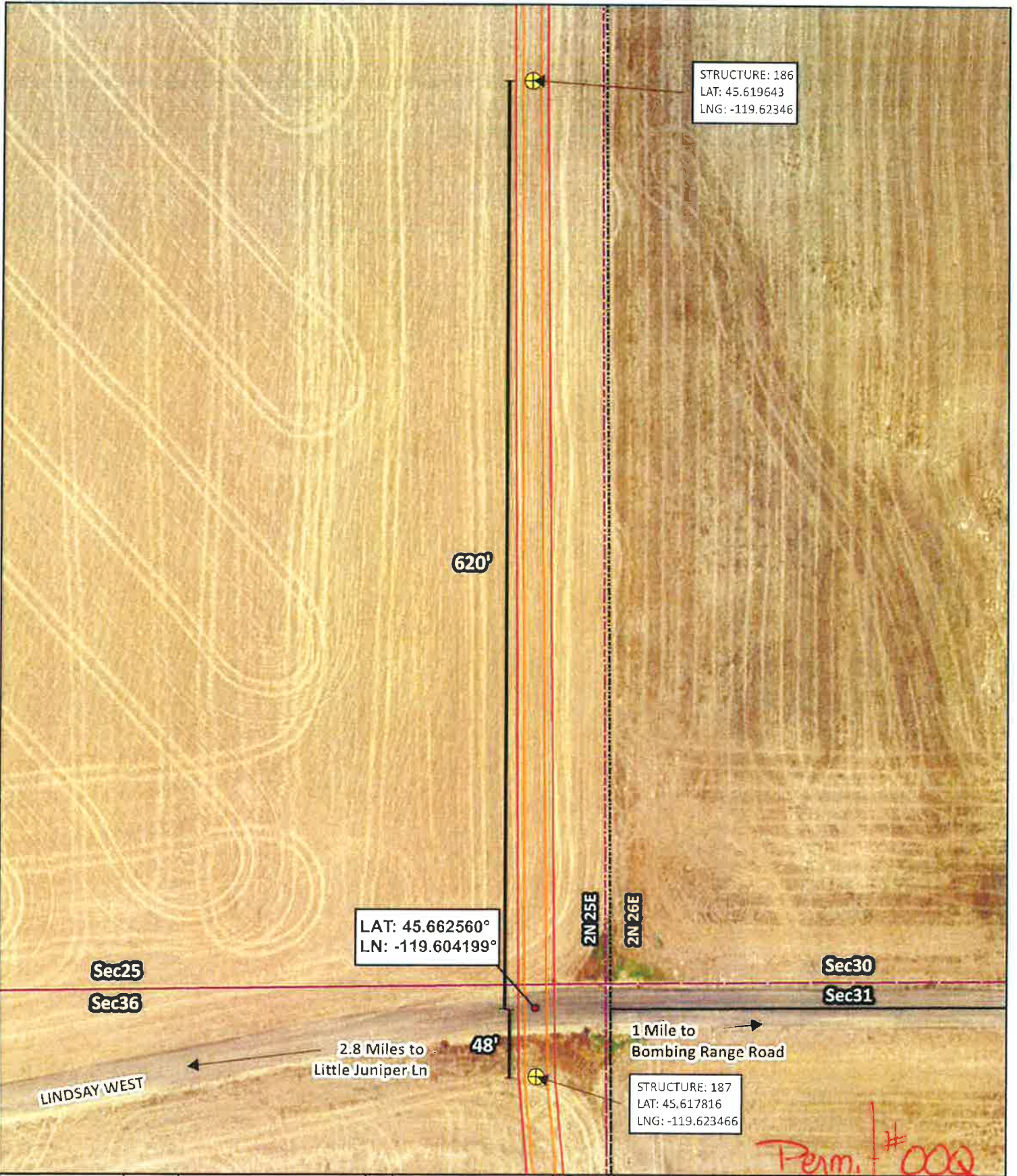
02N25E

Cancelled
100
300
501
502
800
1200



Revised: DWC
06/16/2014

02N25E



STRUCTURE: 186
 LAT: 45.619643
 LNG: -119.62346

LAT: 45.662560°
 LN: -119.604199°

STRUCTURE: 187
 LAT: 45.617816
 LNG: -119.623466

Permi. #000

North arrow pointing up.

Scale bar: 0 15 30 60 feet.

1 inch = 83 feet

DATE	REVISION	#
7/8/2019	SAMPLE	1

TOOTH & ASSOCIATES

830 E Primrose, Suite 200
 Springfield, MO 65807
 Ph: 417-888-0645 Fax: 417-888-0657
 tothassociates.com
 CERTIFICATE OF AUTHORITY:
 OR# not required

© Toth and Associates, Inc

DWN BY: AF
 CKD BY: RS
 APPD BY: GB
 DATE: 7/8/2019
 TITLE:

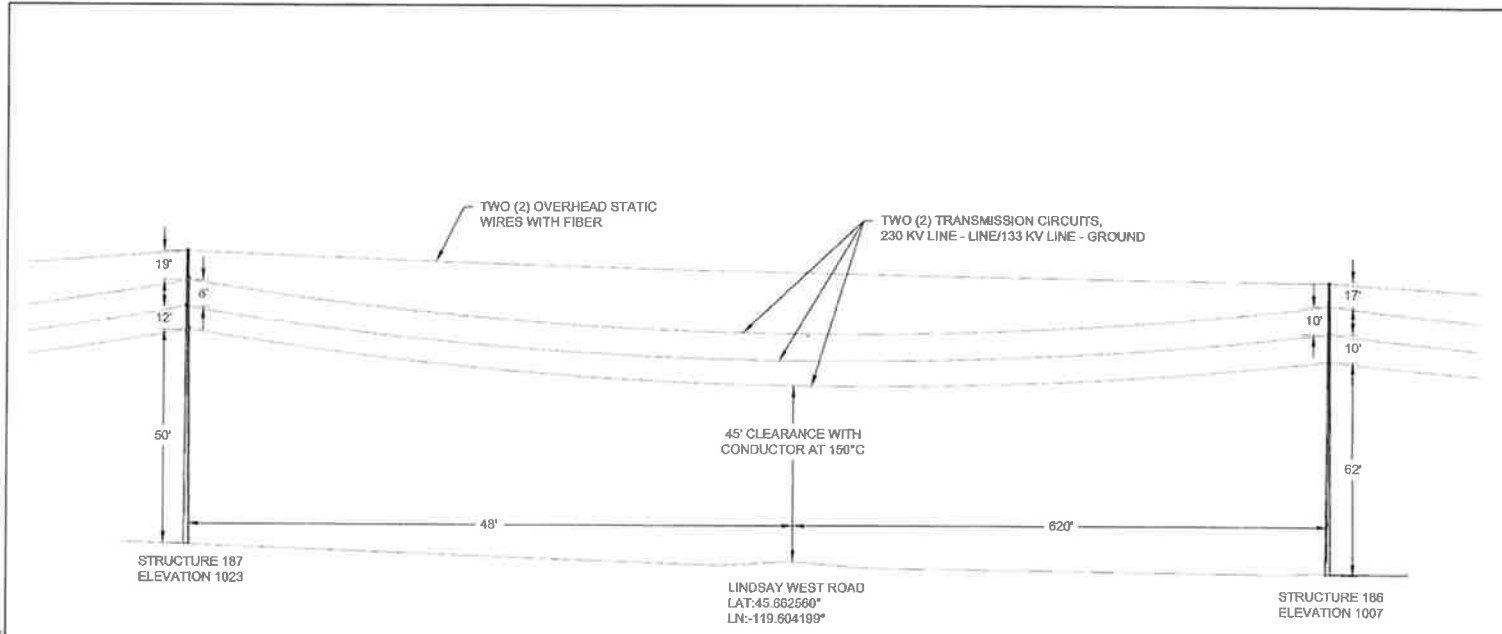
PROJECT: WHEATRIDGE 230kV

LOCATION: BOARDMAN MORROW COUNTY, OREGON

CLIENT: UMATILLA ELECTRIC COOPERATIVE
 HERMISTON, OREGON
 OREGON 14 UMATILLA

SHEET NO: 1 of 2

Lindsay West Rd. Crossing



Permit # 000

DATE	REVISION	BY	APP'D	SCALE
	ISSUED FOR PERMITS			

ATOTH ENGINEERS	PROJECT: WHEATRIDGE
400 N. HARRISON ST. SUITE 200 HEMISTON, OREGON 97118 503.255.1100	CLIENT: UMATILLA ELECTRIC COOPERATIVE HEMISTON, OREGON CREATED BY: JAVIER A.
PROJECT NO: 202202	DATE: 02/28/22

PROJECT: WHEATRIDGE	CLIENT: UMATILLA ELECTRIC COOPERATIVE
HEMISTON, OREGON	CREATED BY: JAVIER A.
EXHIBIT	LINDSAY WEST ROAD CROSSING
	2 of 2

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

APPLICATION #: 00R
 COUNTY ROAD #: ~~490~~ 490
 ROAD NAME: Bombing Range 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:
08-12-2019 - \$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 Bombing Range Rd at ~4.8 miles from nearest
 (Name of County Road) (Miles)
 interstecion with road Homestead Ln 06 02N 26E
 (Name of County Road) (Section) (Township) (Range)
 E.W.M. with a Electric Transmission Line of 230 kv, Center Line 30' distance
 (Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
 from R/W line n/a depth of line or pipe, N 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] Page 2 [Signature]
 (Initial) (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] DATE: 8/5/19
 (Signature of Authorized Permittee) (Date Signed)

State of Oregon
 County of Umatilla
 This instrument was acknowledged before me on 8/5, 20 19
 by Wendy Neal
 Notary Public - State of Oregon

OFFICIAL STAMP
 LYANNE LEE FIDLER
 NOTARY PUBLIC OREGON
 COMMISSION NO. 986474
 MY COMMISSION EXPIRES APRIL 13, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners.

RECOMMENDED BY: _____ DATE: _____
 (Assistant Road Master) (Date Signed)
 APPROVED BY: _____ DATE: _____
 (Public Works Director) (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.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

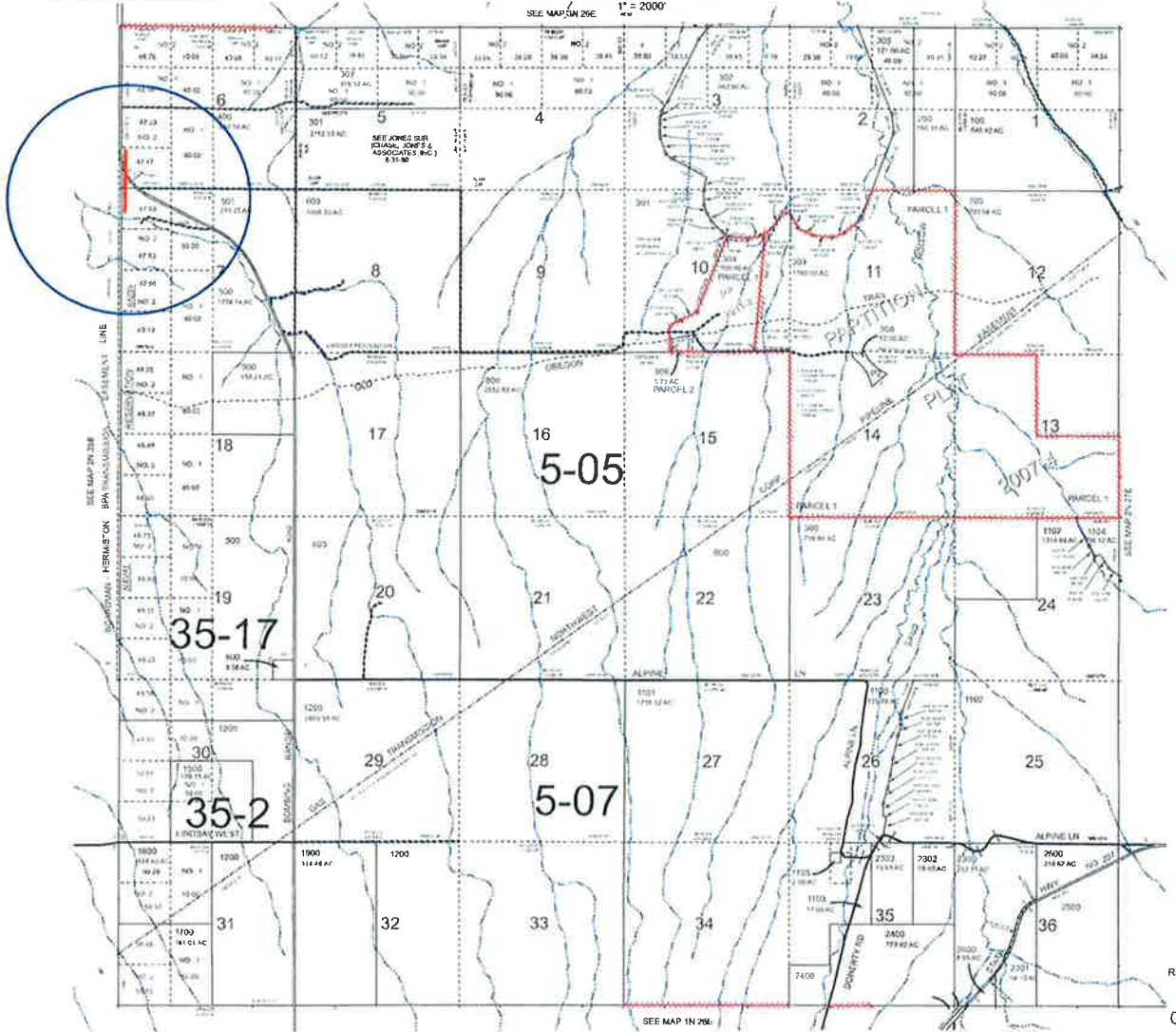


T.2N R.26E. W.M
MORROW COUNTY
SEE MAP 26E
1" = 2000'

Permit # 00R

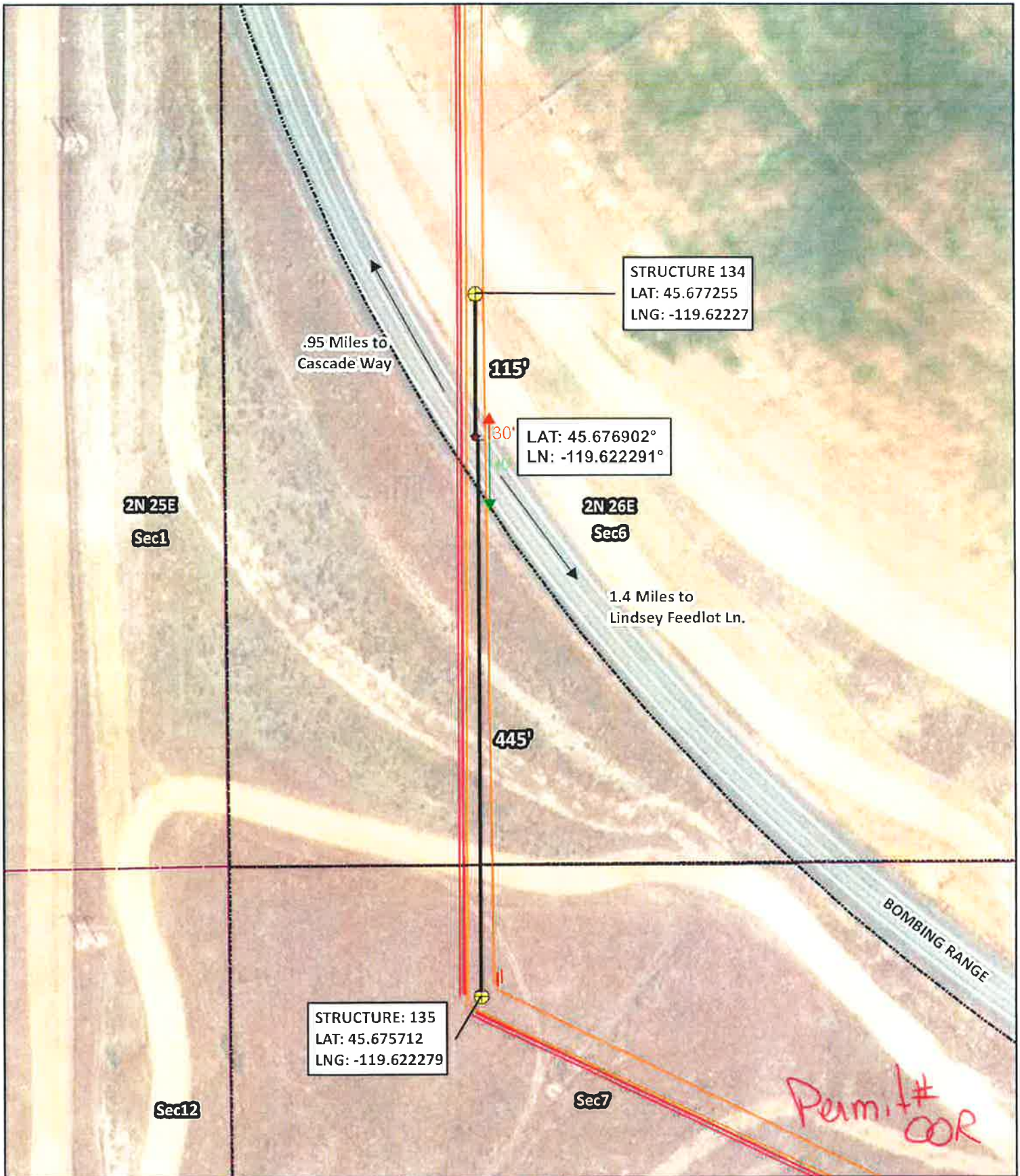
02N26E

Cancel and
10013
200
305
601
602
1000
1108
1300
1800
1900
2100
2200



Revised: RAA
05/23/2017

02N26E



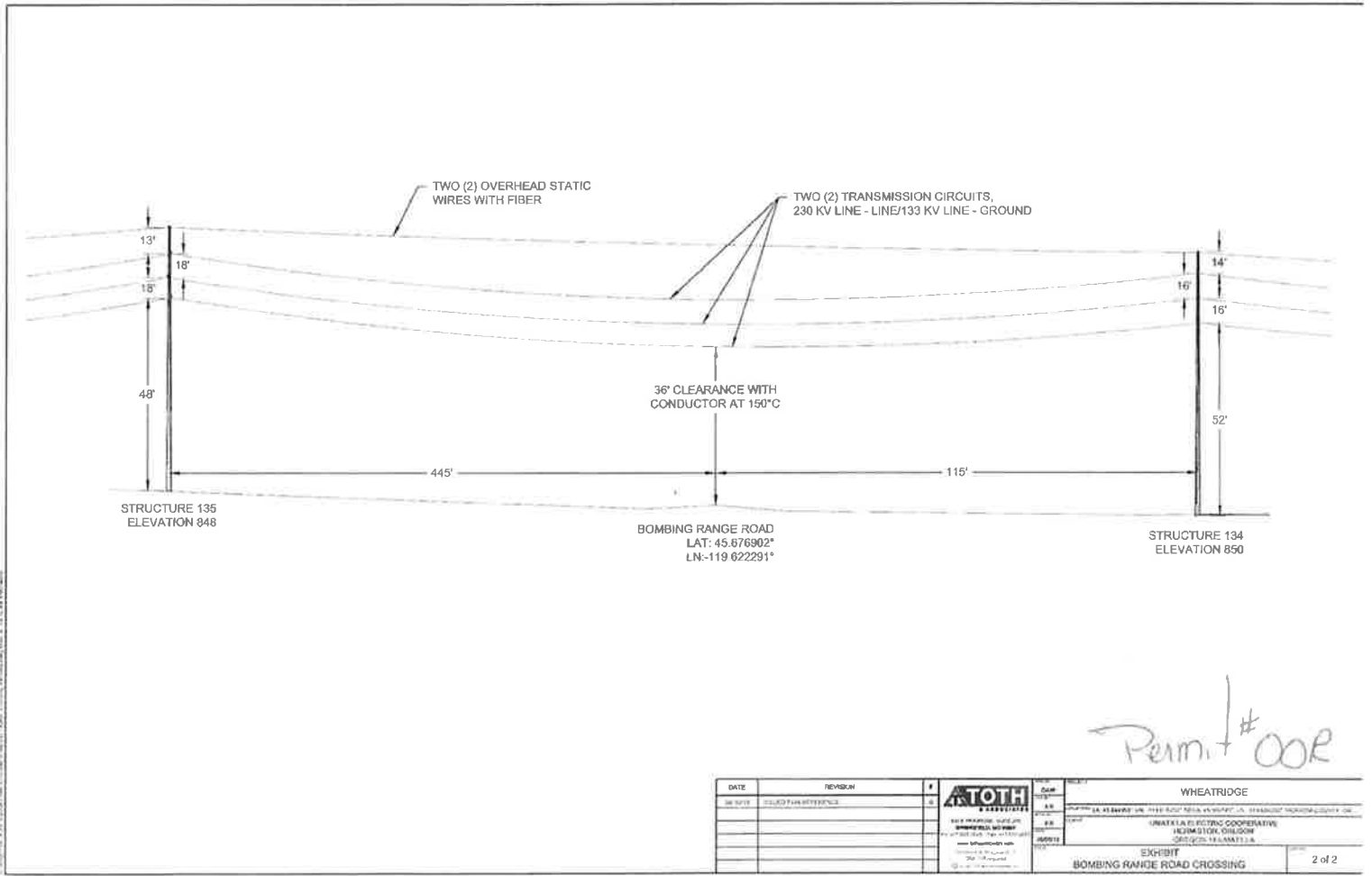
STRUCTURE 134
 LAT: 45.677255
 LNG: -119.62227

LAT: 45.676902°
 LN: -119.622291°

STRUCTURE: 135
 LAT: 45.675712
 LNG: -119.622279

Permit # COR

 0 20 40 80 Feet 1 inch = 100 feet	DATE	REVISION	#	 TOTH & ASSOCIATES 830 E Primrose, Suite 200 Springfield, MO 65807 Ph: 417-888-0645 Fax: 417-888-0657 tothassociates.com CERTIFICATE OF AUTHORITY: OR# not required <small>© Toth and Associates Inc</small>	UWN BY:	PROJECT:			
	7/8/2019	SAMPLE	1		AF	WHEATRIDGE 230KV			
					RS	LOCATION:	BOARDMAN MORROW COUNTY, OREGON		
					GB	CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA		
				DATE:	7/8/2019	TITLE:	Bombing Range Rd. Crossing	SHT NO:	1 of 2



Permit # 00R

DATE	REVISION	F	BY	CHK'D	APP'D
08/18/19	ISSUE FOR PERMITTING	1	AW	AW	

WHEATRIDGE	
11111 WHEATRIDGE RD, WHEATRIDGE, MO 64697	
UNATIKA ELECTRIC COOPERATIVE	
HEYMISTON, OHIO	
DESIGN: UNATIKA E.C.	
EXHIBIT	
BOMBING RANGE ROAD CROSSING	
2 of 2	

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

APPLICATION #: 008

COUNTY ROAD #: 490

ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Umatilla Electric Cooperative
Name (Business Name, Attn: Name)
P.O. 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:
09-12-2019 \$0.00
(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 Bombing Range Rd at -1 miles from nearest
(Name of County Road) (Miles)
intersection with road Wilson Ln SE 24 04N 25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Distribution Line of 4" Diameter, Center Line n/a distance
(Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
from R/W line 4' depth of line or pipe, E to W X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 W Page 2 W
(Initial) (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.

PERMITEE SIGNATURE: Wendy Neal DATE: 8/5/19
(Signature of Authorized Permittee) (Date Signed)

State of Oregon
County of Umatilla
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon

OFFICIAL STAMP
LYNNE ELLE FIDLER
NOTARY PUBLIC OREGON
COMMISSION NO. 986474
MY COMMISSION EXPIRES APRIL 18, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)

APPROVED BY: _____ DATE: _____
(Public Works Director) (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 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.

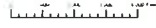
REMOVEAL, RELOCATION AND REPAIR

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.

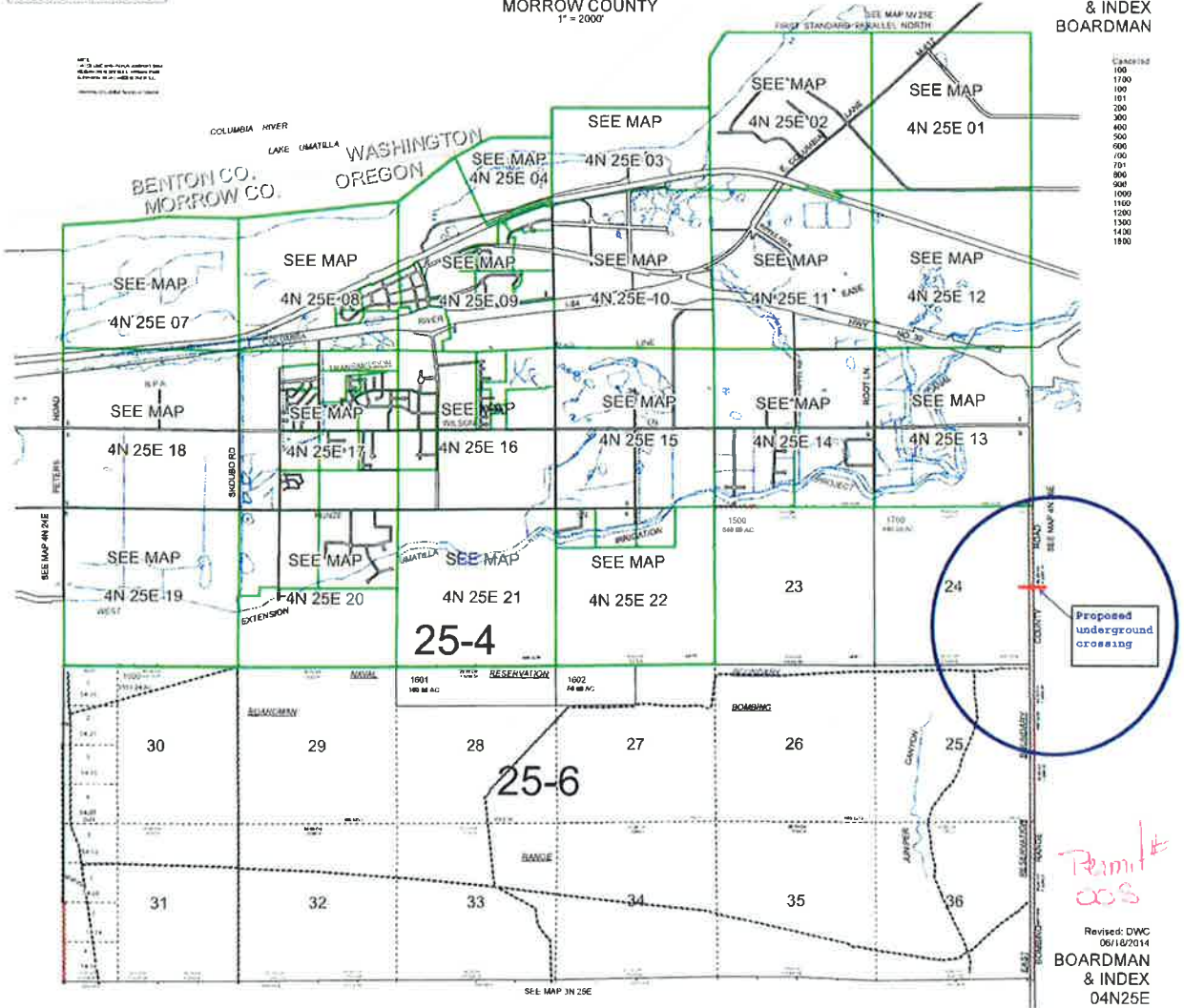
If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained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

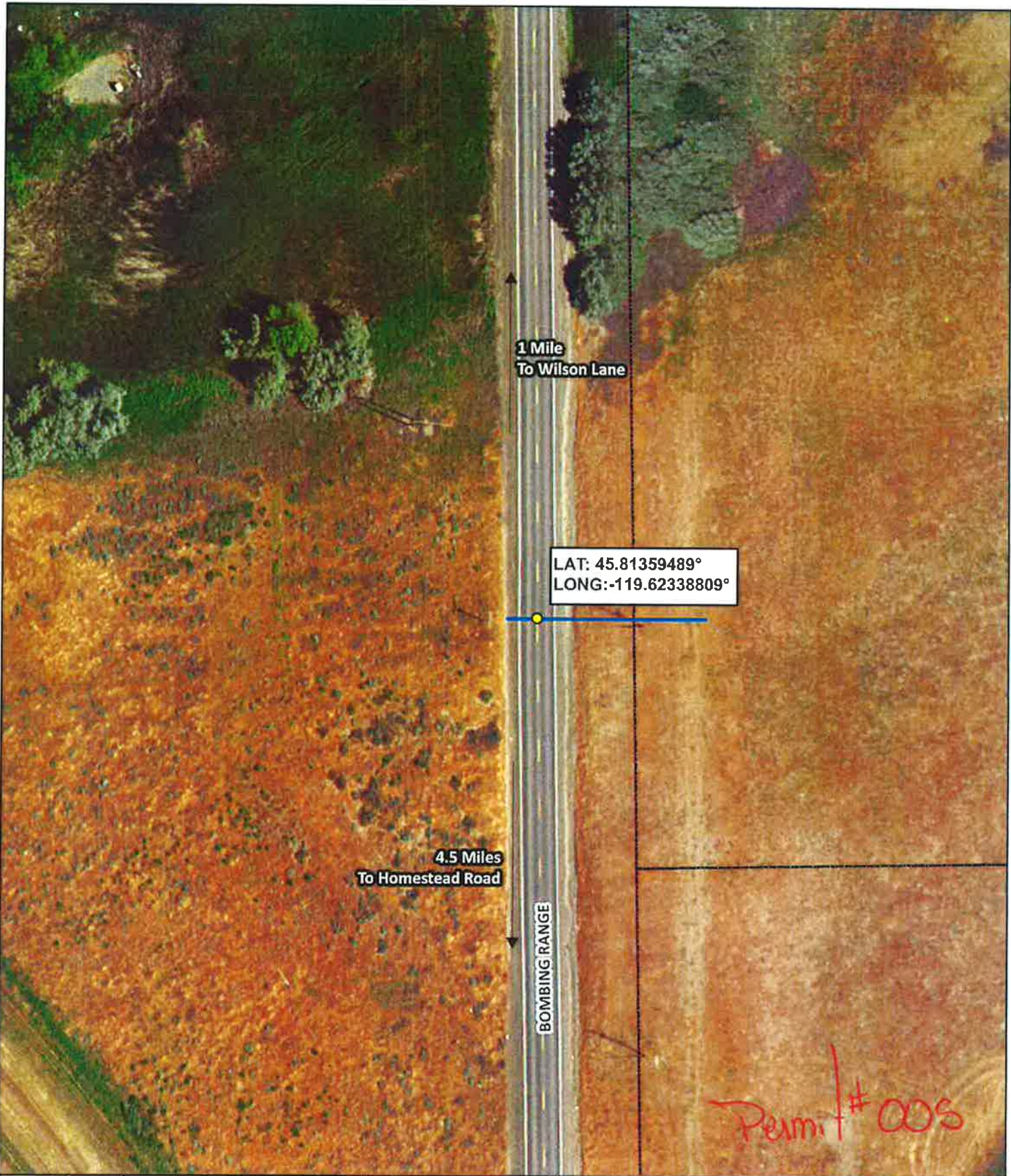
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



T.4N, R.25E, W.M.
MORROW COUNTY
1" = 2000'

04N25E
& INDEX
BOARDMAN



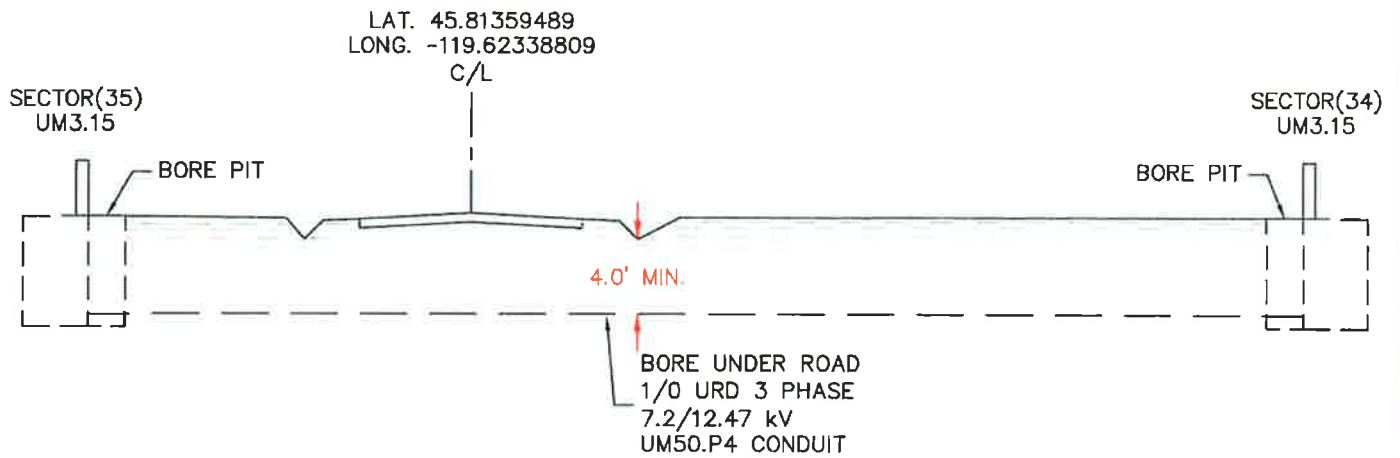
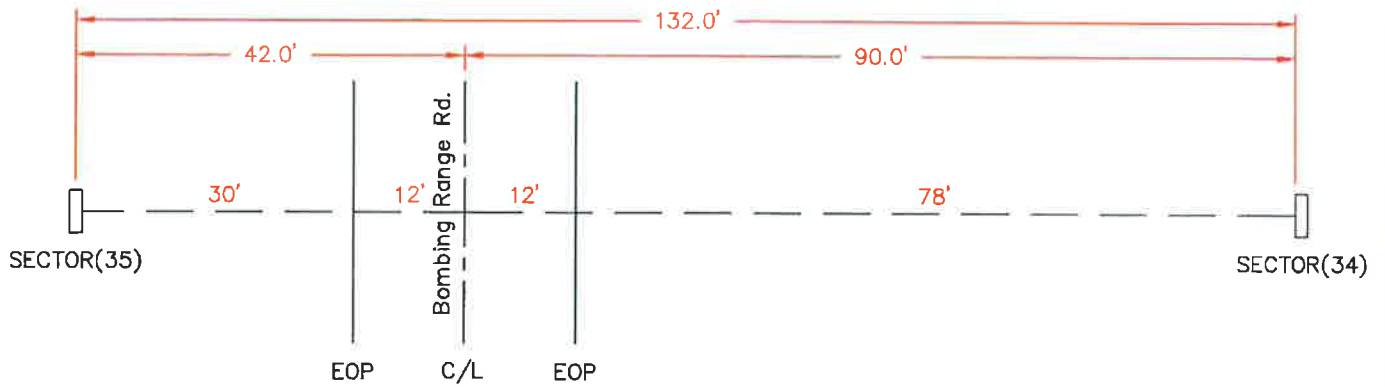


0 15 30 60
Feet
1 inch = 85 feet


DATE	REVISION	#
7/3/2019	SAMPLE	1

830 E Primrose, Suite 200
Springfield, MO 65807
Ph: 417-888-0645 Fax: 417-888-0657
tothassociates.com
CERTIFICATE OF AUTHORITY:
OR# not required
© Toth and Associates, Inc

OWN BY: AF	PROJECT: WHEATRIDGE 230kV
CKD BY: RS	LOCATION: BOARDMAN MORROW COUNTY, OREGON
APPD BY: GB	CLIENT: UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA
DATE: 7/3/2019	TITLE: Bombing Range Road Underground Distribution Crossing #2
	EXH: 1 of 2



Permit # 005

SCALE: Horiz. 1" = 20' Vert. 1" = 10'	Umatilla Electric Cooperative Inc. Wheatridge Underground Distribution Relocate Oregon 14 Umatilla, Oregon	 TOOTH & ASSOCIATES 830 E Primrose, Suite 200, Springfield MO 65807
DRAWING DATE: 05/13/2019 <small>Copyright: © 2019 by Toth & Associates, Inc.</small>		

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

APPLICATION #: OOT

COUNTY ROAD #: 630

ROAD NAME: Juniper Lane

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:
08-12-2019 \$0.00
(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 Little Juniper Ln at ~1 miles from nearest
(Name of County Road) (Miles)
intersection with road Bombing Range Road 01 01N R25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Electric Transmission Line of 230 kV, Center Line No R/W data distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line n/a depth of line or pipe, W X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 W
(Initial)

Page 2 W
(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.

PERMITEE SIGNATURE: Wendy Neal
(Signature of Authorized Permittee)

DATE: 8/5/19
(Date Signed)

State of Oregon
County of MORROW
This instrument was acknowledged before me on 8/5, 20 19
by Wendy Neal
Notary Public - State of Oregon

OFFICIAL STAMP
LYNNE ELLE FIBEL
NOTARY PUBLIC - OREGON
COMMISSION NO. 936474
MY COMMISSION EXPIRES: 08/18/2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

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

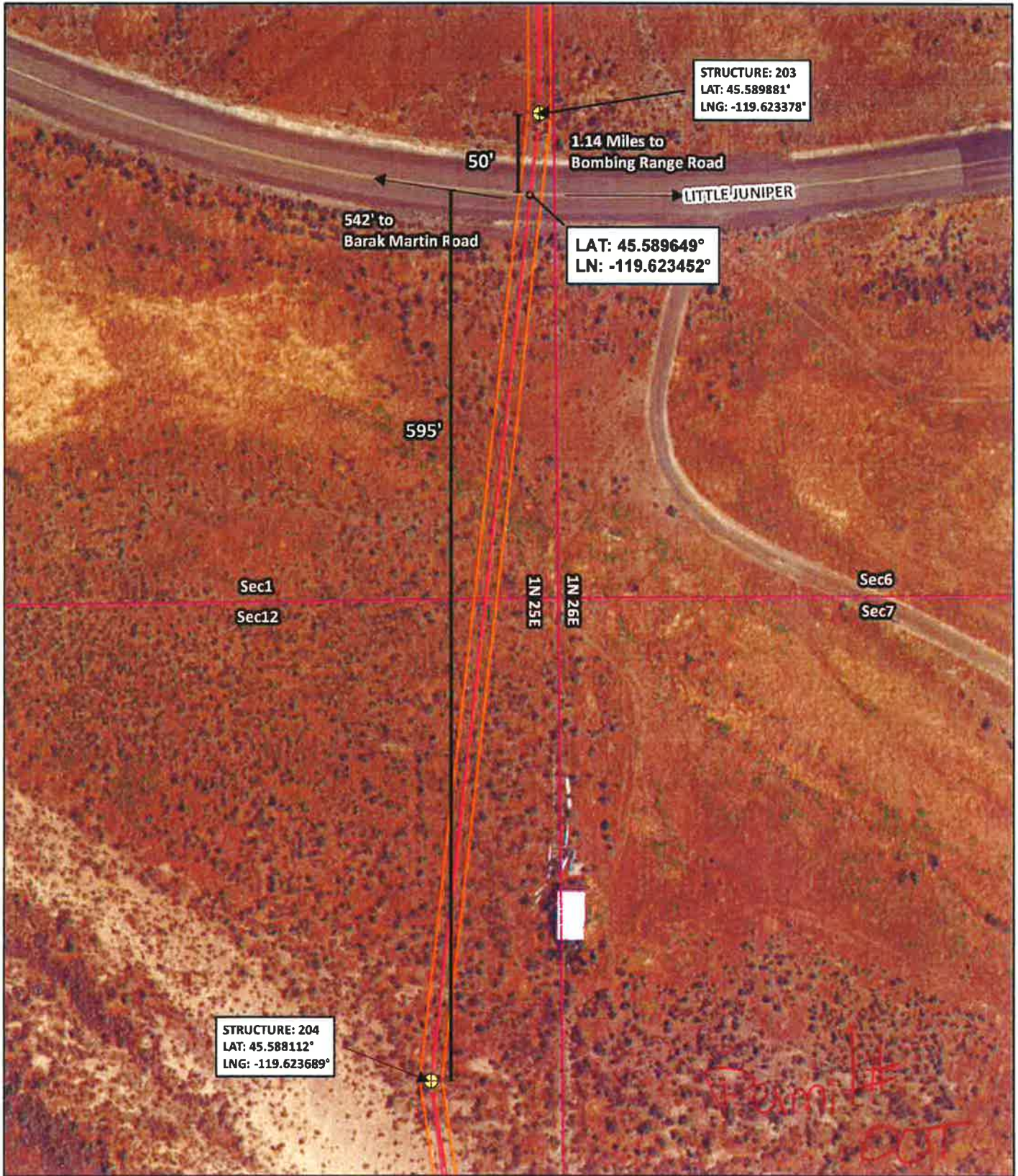
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments 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.

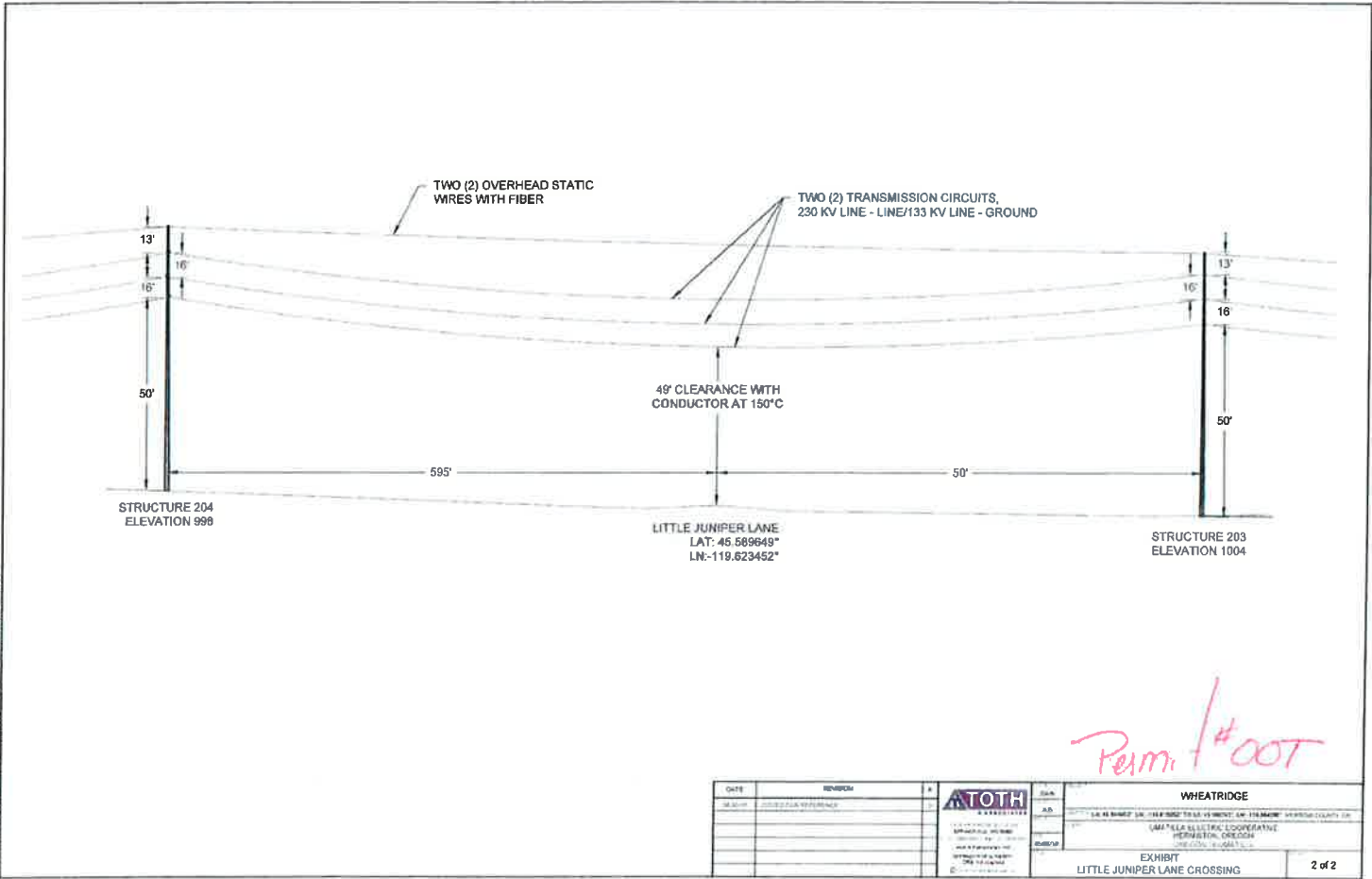
Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

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 15 30 60 Feet 1 inch = 83 feet	DATE	REVISION	#	 830 E Primrose, Suite 200 Springfield, MO 65807 Ph: 417-888-0645 Fax: 417-888-0657 tothassociates.com CERTIFICATE OF AUTHORITY: OR# not required <small>© Toth and Associates, Inc</small>	DESIGNED BY: AF	PROJECT:	WHEATRIDGE 230kV
	7/5/2019	SAMPLE	1		CHECKED BY: RS	LOCATION:	BOARDMAN MORROW COUNTY, OREGON
					APPROVED BY: GB	CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14 UMATILLA
					DATE: 7/5/2019	TITLE:	Little Juniper Ln. Crossing	SHEET NO:	1 of 2

#DOT



DATE	REVISION	BY	CHKD	APP'D
08-20-14	ISSUE FOR PERMITTING			

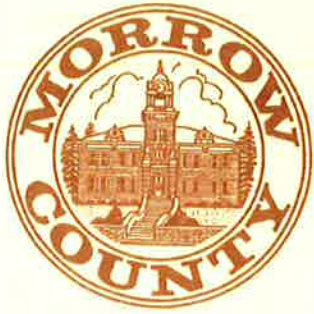


ATOI
Agricultural Tractor Operators
Insurance

WHEATRIDGE

STATE OF OREGON
LITTLE JUNIPER LANE CROSSING

EXHIBIT
LITTLE JUNIPER LANE CROSSING



TREASURER

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

Gayle L. Gutierrez

9/4/19

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%. Due to the Feds lowering interest rates the LGIP interest was cut to 2.60% as of 8/9/19.

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 July 31, 2019 total is \$149,073.58.

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	4,943,825.19 (	729,277.93)	4,214,547.26
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,707.74 (	175.49)	17,532.25
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	388,145.47	895.39	389,040.86
202-100-1-10-1500		ROAD FC W/TREASURER	2,503,969.50 (	841,430.83)	1,662,538.67
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	538,030.82	32,769.47	570,800.29
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	40,536.87 (	846.09)	39,690.78
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	30,840.68 (	644.36)	30,196.32
207-100-1-10-1500		911 FC W/TREASURER	222,392.08	52,365.27	274,757.35
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	222,293.31	1,758.71	224,052.02
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	1,207,525.62	128,401.37	1,335,926.99
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	53.87	12.91	66.78
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	5.24	1.26	6.50
214-100-1-10-1500		FAIR FC W/TREASURER	231,639.39 (	4,231.25)	227,408.14
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	25,573.88	58.99	25,632.87
216-100-1-10-1500		STF FC W/TREASURER	168,482.06 (	8,103.83)	160,378.23
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	71,697.64	165.40	71,863.04
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,272.72	53.69	23,326.41
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	62,146.45	24,699.32	86,845.77
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	10,937.13 (	8,534.43)	2,402.70
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	39,818.91	5,306.48	45,125.39
223-100-1-10-1500		CAMI GRANT FC W/TREAS	27,586.44	38.62	27,625.06
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	10,380.13	23.95	10,404.08
225-100-1-10-1500		STF VEHICLE FC W/TREAS	141,759.77	327.02	142,086.79
226-100-1-10-1500		FAIR ROOF FC W/TREAS	20,269.33	46.76	20,316.09
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	15,591.41	35.97	15,627.38
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	17,659.79	40.74	17,700.53
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	10,271.87	23.70	10,295.57
230-100-1-10-1500		RODEO FC W/TREAS	18,934.91	43.68	18,978.59
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	194,716.03 (	121,342.70)	73,373.33
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	19,786.26	238.36	20,024.62
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,445.13	40.88	29,486.01
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	10,795.19	24.90	10,820.09
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	748,624.21	16,749.28	765,373.49
238-100-1-10-1500		PARK FC W/TREAS	226,779.33 (	57,674.52)	169,104.81
240-100-1-10-1500		EQUITY FC W/TREAS	171,746.43	396.19	172,142.62
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	274,967.55	634.31	275,601.86
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	848.57	1.96	850.53
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	68,434.97	157.87	68,592.84
322-100-1-10-1500		COURT SECURITY FC W/TREAS	151,160.52	3,751.48	154,912.00
500-100-1-10-1500		ECHO WINDS FC W/TREAS	6,903.71	6,355.40	13,259.11
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	15,995.86	21,622.73	37,618.59
502-100-1-10-1500		MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	33,665.17 (	12,444.95)	21,220.22
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	11,095.20	25.59	11,120.79
510-100-1-10-1500		P & P FC W/TREAS	364,163.10	88,760.31	452,923.41
514-100-1-10-1500		IONE SD B & I FC W/TREAS	412.12	131.43	543.55

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JULY 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		130.19	11.27	141.46
516-100-1-10-1500	RADIO DIST FC W/TREAS		719.74	183.71	903.45
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		97.91	6.09	104.00
521-100-1-10-1500	PGE CARTY FC W/TREAS		15,251.37	103,604.42	118,855.79
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		3,849.09	986.16	4,835.25
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		895.34	292.27	1,187.61
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		458.69	137.41	596.10
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		15,565.57	71.65	15,637.22
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		10.68	1.49	12.17
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,461.30	8.71	3,470.01
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		356.63	90.35	446.98
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		3,935.48	848.49	4,783.97
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		791.64	206.06	997.70
633-100-1-10-1500	CITY OF IONE FC W/TREAS		127.89	31.99	159.88
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		406.43	100.08	506.51
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		82.20	18.59	100.79
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		2,374.07	611.15	2,985.22
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		126.60	30.31	156.91
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		233.57	57.95	291.52
640-100-1-10-1500	IONE RFPD FC W/TREAS		672,384.22	409.06	672,793.28
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		120.37	120.02	0.35
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		55.56	5.87	61.43
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		104.83	25.76	130.59
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		94,613.63	5,591.72	89,021.91
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		41.80	10.55	52.35
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		309.11	73.12	382.23
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		586.60	62.59	649.19
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		166.06	41.88	207.94
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		1,822.71	350.27	2,172.98
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		432,325.72	3,419.41	435,745.13
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		19.62	4.83	24.45
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		15,791.00	4,345.02	20,136.02
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		72,638.43	4,936.77	77,575.20
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		2,596.91	651.03	3,247.94
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.03	0.03	14.06
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		2,206.17	5.09	2,211.26
658-100-1-10-1500	BMCC FC W/TREASURER		2,789.34	698.63	3,487.97
659-100-1-10-1500	BMCC B & I FC W/TREASURER		955.20	268.79	1,223.99
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		908.04	236.05	1,144.09
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		92.54	20.84	113.38
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		922.89	236.75	1,159.64
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		396.39	130.47	526.86
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		10,686.85	24.65	10,711.50
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		22,728.78	52,775.96	75,504.74
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		1,126.93	2.60	1,129.53
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		190,420.12	(96,820.75)	93,599.37
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		13,668.70	(2,413.80)	11,254.90
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		1,972.33	(1,967.48)	4.85
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,212,448.40	488.93	1,212,937.33
685-100-1-10-1500	STATE HOUSING FC W/TREAS		24,221.92	(15,737.76)	8,484.16
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		72,760.75	167.85	72,928.60
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		1,460.38	331.27	1,791.65
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		56.63	(11.30)	45.33
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		79.31	(15.26)	64.05
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		0.00	0.00	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			16,341,701.71	(1,344,402.86)	14,997,298.85

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		47,245.17	74,324.70	121,569.87
999-100-1-10-1502	PAYROLL BEO		11,698.41	172,696.83	184,395.24
999-100-1-10-1503	STATE TREASURY POOL		15,281,267.90	(1,418,728.80)	13,862,539.10
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		1,000,502.83	0.01	1,000,502.84
SUBTOTAL CASH IN BANK - POOLED CASH			16,340,814.47	(1,171,707.26)	15,169,107.21

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		0.00	172,695.60	172,695.60
SUBTOTAL WAGES PAYABLE			0.00	172,695.60	172,695.60

TOTAL CASH IN BANK - POOLED CASH

16,340,814.47 (1,344,402.86) 14,996,411.61



Account Statement - Transaction Summary

For the Month Ending July 31, 2019

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	15,281,267.90
Purchases	513,034.67
Redemptions	(1,931,763.47)
<hr/>	
Closing Balance	\$13,862,539.10
Dividends	32,337.00

Asset Summary		
	July 31, 2019	June 30, 2019
Oregon LGIP	13,862,539.10	15,281,267.90
<hr/>		
Total	\$13,862,539.10	\$15,281,267.90



Account Statement

For the Month Ending July 31, 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					15,281,267.90
07/01/19	07/01/19	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - June 2019	1.00	(0.30)	15,281,267.60
07/01/19	07/01/19	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - June 2019	1.00	(0.20)	15,281,267.40
07/02/19	07/02/19	Redemption - ACH Redemption	1.00	(55.00)	15,281,212.40
07/02/19	07/02/19	Redemption - Wire Redemption	1.00	(300,000.00)	14,981,212.40
07/03/19	07/03/19	Redemption - ACH Redemption	1.00	(1,000,000.00)	13,981,212.40
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(130.19)	13,981,082.21
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(97.91)	13,980,984.30
07/08/19	07/08/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,822.71)	13,979,161.59
07/08/19	07/08/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(3,744.54)	13,975,417.05
07/08/19	07/08/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(586.60)	13,974,830.45
07/08/19	07/08/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(15,844.87)	13,958,985.58
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(4,830.82)	13,954,154.76
07/08/19	07/08/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,596.91)	13,951,557.85
07/08/19	07/08/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(1,877.74)	13,949,680.11
07/09/19	07/09/19	Redemption - ACH Redemption	1.00	(10.68)	13,949,669.43
07/16/19	07/16/19	Redemption - ACH Redemption	1.00	(55.00)	13,949,614.43
07/17/19	07/17/19	ODOT - ODOT PYMNT	1.00	105,103.03	14,054,717.46
07/17/19	07/17/19	Redemption - ACH Redemption	1.00	(600,000.00)	13,454,717.46
07/18/19	07/18/19	ODOT - ODOT PYMNT	1.00	27,251.14	13,481,968.60



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **July 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
07/22/19	07/22/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	3,750.68	13,485,719.28
07/22/19	07/22/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	914.15	13,486,633.43
07/24/19	07/24/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	849.17	13,487,482.60
07/24/19	07/24/19	Redemption - ACH Redemption	1.00	(55.00)	13,487,427.60
07/25/19	07/25/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	26,331.43	13,513,759.03
07/26/19	07/26/19	OR REV CAFFA - DORACHDISB	1.00	35,939.72	13,549,698.75
07/26/19	07/26/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	24,545.00	13,574,243.75
07/26/19	07/26/19	SFMS Fr:Military Dept 911 Tax	1.00	76,688.35	13,650,932.10
07/30/19	07/30/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	42,626.01	13,693,558.11
07/30/19	07/30/19	Redemption - ACH Redemption	1.00	(55.00)	13,693,503.11
07/31/19	07/31/19	REV SUSP DEPOSIT - STRATEGIC	1.00	136,698.99	13,830,202.10
07/31/19	08/01/19	Accrual Income Div Reinvestment - Distributions	1.00	32,337.00	13,862,539.10



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **July 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					13,862,539.10
		Month of July	Fiscal YTD July-July		
Opening Balance		15,281,267.90	15,281,267.90	Closing Balance	13,862,539.10
Purchases		513,034.67	513,034.67	Average Monthly Balance	13,846,204.46
Redemptions		(1,931,763.47)	(1,931,763.47)	Monthly Distribution Yield	2.75%
Closing Balance		13,862,539.10	13,862,539.10		
Dividends		32,337.00	32,337.00		



Daily Confirmation of Activity
as of July 31, 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					13,693,503.11
07/31/19	08/01/19	Accrual Income Div Reinvestment - Distributions	1.00	32,337.00 ✓	13,725,840.11
07/31/19	07/31/19	REV SUSP DEPOSIT - STRATEGIC SIP	1.00	136,698.99 ✓	13,862,539.10
Closing Balance					13,862,539.10

*Gain Share dist
285c.635*



Daily Confirmation of Activity
as of July 30, 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					
07/30/19	07/30/19	Redemption - ACH Redemption	1.00	(55.00)	13,650,932.10
07/30/19	07/30/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	42,626.01	13,650,877.10
Closing Balance					13,693,503.11



Daily Confirmation of Activity
as of July 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					13,513,759.03
07/26/19	07/26/19	OR REV CAFFA - DORACHDISB	1.00	35,939.72	13,549,698.75
07/26/19	07/26/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	24,545.00	13,574,243.75
07/26/19	07/26/19	SFMS Fr:Military Dept 911 Tax	1.00	76,688.35	13,650,932.10
Closing Balance					13,650,932.10



Daily Confirmation of Activity
as of July 25, 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					13,487,427.60
07/25/19	07/25/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	26,331.43	13,513,759.03
Closing Balance					13,513,759.03



Daily Confirmation of Activity
as of July 24, 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					
					13,486,633.43
07/24/19	07/24/19	Redemption - ACH Redemption	1.00	(55.00)	13,486,578.43
07/24/19	07/24/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	849.17	13,487,427.60
Closing Balance					
					13,487,427.60



Daily Confirmation of Activity
as of July 22, 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					
					13,481,968.60
07/22/19	07/22/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	914.15 ✓	13,482,882.75
07/22/19	07/22/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	3,750.68 ✓	13,486,633.43
Closing Balance					
					13,486,633.43



Daily Confirmation of Activity
as of July 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					
07/18/19	07/18/19	ODOT - ODOT PYMNT	1.00	27,251.14	13,454,717.46
Closing Balance					
					13,481,968.60



Daily Confirmation of Activity
as of July 17, 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					13,949,614.43
07/17/19	07/17/19	ODOT - ODOT PYMNT	1.00	105,103.03	14,054,717.46
07/17/19	07/17/19	Redemption - ACH Redemption	1.00	(600,000.00)	13,454,717.46
Closing Balance					13,454,717.46



Daily Confirmation of Activity
as of July 16, 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					13,949,669.43
07/16/19	07/16/19	Redemption - ACH Redemption	1.00	(55.00)	13,949,614.43
Closing Balance					13,949,614.43



Daily Confirmation of Activity
as of July 9, 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					
07/09/19	07/09/19	Redemption - ACH Redemption	1.00	(10.68)	13,949,680.11
Closing Balance					13,949,669.43



Daily Confirmation of Activity as of July 8, 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					13,981,212.40
07/08/19	07/08/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(3,744.54) ✓	13,977,467.86
07/08/19	07/08/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,822.71) ✓	13,975,645.15
07/08/19	07/08/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(586.60) ✓	13,975,058.55
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(4,830.82) ✓	13,970,227.73
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(130.19) ✓	13,970,097.54
07/08/19	07/08/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(97.91) ✓	13,969,999.63
07/08/19	07/08/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,596.91) ✓	13,967,402.72
07/08/19	07/08/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(1,877.74) ✓	13,965,524.98
07/08/19	07/08/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(15,844.87) ✓	13,949,680.11
Closing Balance					13,949,680.11



Daily Confirmation of Activity
as of July 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					
07/03/19	07/03/19	Redemption - ACH Redemption	1.00	(1,000,000.00)	14,981,212.40
Closing Balance					13,981,212.40



Daily Confirmation of Activity
as of July 2, 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					15,281,267.40
07/02/19	07/02/19	Redemption - ACH Redemption	1.00	(55.00)	15,281,212.40
07/02/19	07/02/19	Redemption - Wire Redemption	1.00	(300,000.00)	14,981,212.40
Closing Balance					14,981,212.40



Daily Confirmation of Activity
as of July 1, 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					15,281,267.90
07/01/19	07/01/19	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - June 2019	1.00	(0.30) ✓	15,281,267.60
07/01/19	07/01/19	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - June 2019	1.00	(0.20) ✓	15,281,267.40
Closing Balance					15,281,267.40



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

(For BOC Use)
 Item #
 6ai

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

Staff Contact: Carla McLane and Stephen Wrecsics Phone Number (Ext): 5055
 Department: Planning Requested Agenda Date: 09-04-2019
 Short Title of Agenda Item: **Comment Letter - Wheatridge Wind Energy Facility**
 (No acronyms please) **Draft Proposed Order to the 4th Amendment**

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 10 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane	08302019	Department Head	Required for all BOC meetings
	DATE		
	8/30/19	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
9		County Counsel	*Required for all legal documents
	DATE		
		Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
		Human Resources	*If appropriate
	DATE		

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

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

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

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

NextERA has applied for a 4th Amendment to their Site Certificate for the Wheatridge Wind Energy Facility proposing to add a photovoltaic solar energy generation facility with battery storage and other necessary component parts. The Oregon Department of Energy (Department), serving as staff to the Energy Facility Siting Council, have prepared the Draft Proposed Order (DPO). The attached comment letter is directed to Department staff addressing concerns identified during review of the DPO.

2. FISCAL IMPACT:

Staff time to review the DPO and produce the comment letter.

The built facility should produce positive economic benefit for Morrow County and the participating land owners.

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

I recommend the motion, "I move to approve the comment letter (with changes discussed) to the Oregon Department of Energy and direct Planning Director McLane to finalize the letter for submission on or before September 9, 2019."

Attach additional background documentation as needed.

September 9, 2019

Sarah Esterson, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301

Dear Ms. Esterson:

The following comments are on behalf of the Morrow County Board of Commissioners serving as a Special Advisory Group for the Wheatridge Wind Energy Facility. The purpose of this letter is to address the Draft Proposed Order related to Request for Amendment 4 (RFA4), which is a request to amend the site boundary, extend the construction commencement deadline, and to construct and operate the following additional components: 150 MW photovoltaic solar energy system, distributed energy storage system sites, and expansion of a previously approved substation.

Morrow County has reviewed the Oregon Department of Energy's Draft Proposed Order (DPO), and a list of several minor errors have been identified and listed at the conclusion of this letter. The balance of this letter addresses identified concerns or omissions within the DPO.

Land Use Condition 1 is proposed to be amended to address setback requirements. Morrow County would not require the fence to meet the established setback, just facility components. The fence could be placed on the project boundary. The exception would be the installation along roads would need to meet sight distance requirements, and therefore may need to be set back more than the established set back. Morrow County would recommend that the final setback be established as part of the issuance of the local Zoning Permit to allow evaluation of the permitted point of access and appropriate setback for the fencing.

On page 43, lines 32-40, is a discussion of access points. The Departments analysis indicates that no access roads will intersect, however the proposed solar facility will require access from one or more county roads. Morrow County would require an Access Permit for each of those access points. Additionally crossing and work in right-of-way permits will also be required.

On page 45, lines 30-34, there is discussion of the proposed 7- to 8-foot fence. Morrow County requires any fencing 6-feet or higher in height to be treated as a structure with a requirement that a Zoning Permit, and in some instances a Building Permit, be obtained.

As part of the Goal 3 Exceptions discussion on pages 62 through 64 at one-point Department staff dismiss acreage as a justification for the 'reasons' goal exception, but then use that same acreage argument, or statement of facts, as part of the discussion of socioeconomic impacts. That seems inconsistent; if appropriate for the socioeconomic discussion it should be equally valid for the 'reasons' goal exception.

During review of the document it became clear that the applicant has identified a construction standard that would place the solar panels on foundations that could be as deep as 8-feet. While the application indicates their preference is not to have foundations, there is a recognition that they may be required to support the type of solar panels being installed. A concern with this type of installation are the resulting reclamation requirements. The discussion of restoration begins on page 74 and indicates that foundations would be completely removed with underground collector lines at depths of 3-feet or greater being the only components to be abandoned in place.

Current activity on the proposed solar site is dryland wheat farming. Current understanding of crop depth for wheat is 6-feet (based on conversation with Larry Lutcher, OSU Extension Crop Scientist). So any components remaining to that depth could impact future crop growth and development. Morrow County would like to see a condition added as part of the Retirement Conditions that does more than require a retirement plan, but puts in place new standards for removal of the foundations and other solar facility components to at least 6-feet with a clarifier that would seek further expertise on farming practices at the time of retirement.

There are a number of conditions that are currently being completed by the applicant as they are moving towards construction of the wind energy facility. Those same conditions will need to be applied once again for the solar component of the energy facility, but it is unclear in the draft Fourth Amended Site Certificate that those same conditions will once again be applicable. What does the Department suggest, or how will those same conditions, be reapplied? Morrow County would like to seek clarity on how the Department will manage future compliance for any condition that will be applicable to multiple portions of this project constructed on differing time lines. An example would be that the applicant has obtained their local Conditional Use Permit for the wind energy component of the project up to and including the third amendment. The applicant will also need to obtain an amendment to that same Conditional Use Permit at the conclusion of the fourth amendment. Without such an amendment there will be inconsistencies between the Site Certificate and the local Conditional Use Permit.

Concerns continue related to how Exceptions are taken by the Energy Facility Siting Council without a clear mechanism for those same Exceptions to be incorporated into local Comprehensive Plans. In this instance the applicant had suggested a Condition that they be responsible for removing the Exception at the conclusion of the project. It does not appear that Department staff have incorporated that Condition, nor is there a defined path for the County to incorporate the Goal 3 Exception into the Morrow County Comprehensive Plan. Both activities should be conditioned, with the applicant having responsibility to assure those steps are taken.

The opportunity to comment is much appreciated. It has been a pleasure working with you and other Department staff to date, and I anticipate that will continue. Should you have any questions about this comment letter, previous comment letters, or need additional information, please do not hesitate to contact me.

Cordially,

Carla McLane
Planning Director

cc: Jesse Marshall and Mike Pappalardo, NextERA
Morrow County Board of Commissioners
Matt Scrivner and Sandra Pointer, Morrow County Public Works
Larry Lutcher, Oregon State University

Comment to the Draft Proposed Order for the Wheatridge Energy Facility

Page	Concern, error or omission
21, line 10	The reference to Gilliam County should probably be Morrow County.
62, line 34	The word "be" needs to be added prior to "permanent."
63, line 28-29	This appears to be a partial sentence.
63, line 39-40	This appears to be a partial sentence.
64, line 9	The word "of" needs to be added between implementation and existing.
120, line 32	The word "approved" needs to be added between previously and wind.



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

(For BOC Use)

Item #

6a11

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

Staff Contact: Carla McLane and Stephen Wrecsics

Phone Number (Ext): 5055

Department: Planning

Requested Agenda Date: 09-04-2019

Short Title of Agenda Item:

Comment Letter - Army Corps of Engineers
Mid-Columbia River Regional Master Plan

(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: 10 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Carla McLane

08302019

Department Head

Required for all BOC meetings

DATE

[Signature]

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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

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

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

The Army Corps of Engineers has been working on the Mid-Columbia River Regional Master Plan since early 2018. Morrow County has been functioning as a Cooperating Agency participating in a number of public settings - open houses and a planning Charrette. The 90% draft has been made available with a comment deadline of September 16, 2019. I thought it was the 9th and have been working falsely under that assumption!

2. FISCAL IMPACT:

Staff time to review the 90% draft and produce the comment letter.

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

I recommend the motion, "I move to approve the comment letter (with changes discussed) to the Army Corps of Engineers and direct Planning Director McLane to finalize the letter for submission on or before September 9, 2019."

Attach additional background documentation as needed.

September 9, 2019

U.S. Army Corps of Engineers
Attn: CENWP-PME-E/Suzanne Hill
Post Office Box 2946
Portland, Oregon 97208-2946

Via Email

RE: Mid-Columbia River Regional Master Plan and Draft Finding of No Significant Impact
Morrow County Comments on 90% Final Draft

Dear Ms. Hill:

Thank you for giving Morrow County the opportunity to participate in this planning process. Morrow County appreciates receiving Cooperating Agency status and has thoroughly enjoyed working and interacting with you and your staff at all points during this process. Please accept our following comments on the Land Classification Maps and the 90% Final Draft.

- Regional maps, such as the Regional Transportation Network map (Figure 2-2), would benefit from the addition of an extent map and further identification of local cities to aid reader referencing.
- John Day Inset 9 and Figure Map 5.5-11: Quesnel Park has been the name applied to this area for many years and the change to Threemile Canyon could lead to confusion for local consumers of the Master Plan. There is also extensive use of Quesnel Park in other maps, both digital and paper. If the desire is to rename this area, maintaining a historical reference, at least in the near term, may help eliminate confusion. If a name change has been realized from Quesnel Park to Threemile Canyon, Morrow County would request documentation related to the name change to help facilitate updates to our internal records and maps.
- John Day Inset 11 and Figure Map 5.4-13: Morrow County would propose a map amendment for the area east of the Boardman Marina & Park. Specifically, a change from Low Density Recreation to High Density Recreation to help facilitate implementation of the proposed request by the Port of Morrow to develop a variety of high-use recreational opportunities.
- John Day Inset 12 and Figure Map 5.5-14: Lands to the east of the Umatilla National Wildlife Refuge are incorrectly identified as "Irrigon". These lands are not within the city limits of Irrigon.

Morrow County has no substantive comments associated with the Finding of No Significant Impact issued on August 16, 2019, related to the Integrated Environmental Assessment.

Congratulations on the 90% Draft and thank you for accepting these comments in the spirit of Cooperating Agency status. If you want to discuss these comments please don't hesitate to drop me an email at cmclane@co.morrow.or.us or give me a call at 541-922-4624.

Cordially,

Carla McLane
Planning Director



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: Kate Knop and Sandi Pointer
Department: Finance and Parks Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): (541) 676-5615 x5302
Requested Agenda Date: 09/04/2019

Presentation of Proposed Parks Reservation System

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: ResNexus
Contractor/Entity Address: 185 East 200, North Salem, Utah 84653
Effective Dates - From: N/A Through: N/A
Total Contract Amount: N/A Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 8/30/19 Department Director Required for all BOC meetings
[Signature] 8/30/19 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Parks have had a reservation system in place for approximately seven years. Since that time, the park has grown and technology has advanced, while the reservation system has become stagnant. Other reservation programs have developed beyond the scope of our current system and for a more affordable rate.

The proposed new system, ResNexus, will provide an overall improved guest experience while making reservations, allow for future growth, and provide more information for staff and management through an improved reporting process.

2. FISCAL IMPACT:

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

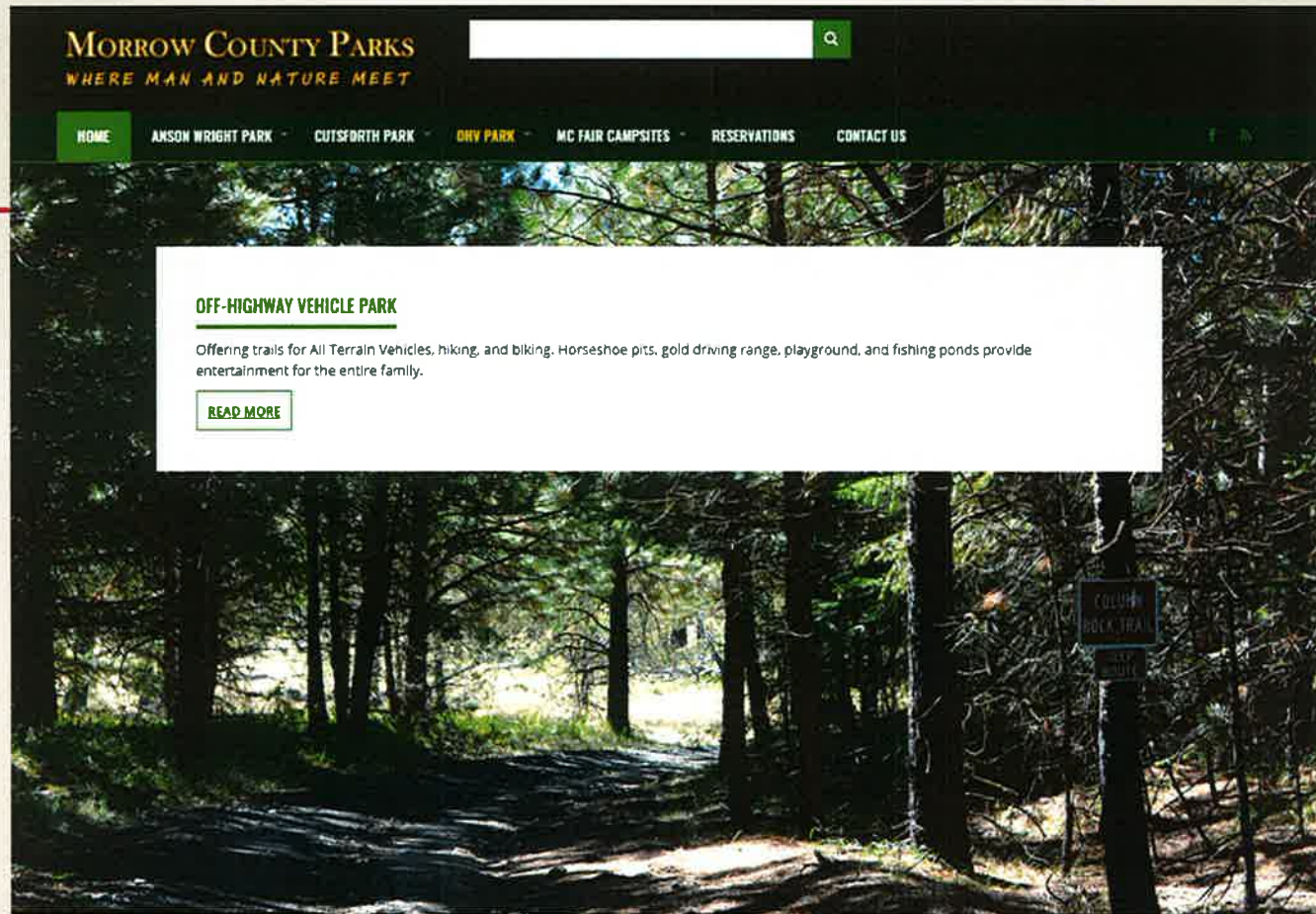
None at this time.

Attach additional background documentation as needed.

MORROW COUNTY PARKS RESERVATION SYSTEM

PROPOSAL

COUNTY PARKS WEBSITE



This website is where guests obtain information and make reservations for our Parks System.



CURRENT RESERVATION PROCESS

MORROW COUNTY PARKS
WHERE MAN AND NATURE MEET

HOME ANSON WRIGHT PARK CUTSFORTH PARK OHV PARK MC FAIR CAMPS

RESERVE YOUR SPACE AT OHV PARK

STEP 1 2 3 4
Search Availability

Welcome To Morrow County's OHV Park.

Starting January 1st, On-line Reservations Will Be Accepted for the 2014 Season
With an Arrival Date After May 7th

When making your site selection, a pop-up map will display the locations of available sites. Make sure your web browser is set to allow pop-ups before continuing.

Please provide all required information to help us determine the best availability for your reservation. Required information is marked with an *.

Check-in	* 09/06/2019	
Check-out	* 09/08/2019	
Select Area	* OHV Park	▼
Type of Reservation	* Campsite	▼
Unit Type	* Sport Utility RV	▼ Click Here for Help
Unit Length	* 35 feet	▼
Num Slide Outs	2	▼ Click Here for Help
Unit Width	* 12 feet	▼ Click Here for Help
Amo Service	<input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 50	Click Here for Help
Tow Vehicle Length	separate Parking Only	Click Here for Help

* Required Field

Check Availability

Step One – Search Availability

RESERVE YOUR SPACE AT OHV PARK

STEP 1 2 3 4
Make Selection

When making your site selection, a pop-up map will display the locations of available sites. Make sure your web browser is set to allow pop-ups before continuing.

Type of Reservation : Campsite Unit Type : Sport Utility RV
Num Slide Outs : 2 Unit Width : 12 feet
Unit Length : 35 feet Amp Service : N/A

Current Availability

Select	Description	Length	Amp Service	Max Occup	Check-in Date	Num Days	Total
Select	Campsite, Back-In, Full Hookups	35	20/30/50	8	09/06/2019	2	\$52.00
Select	Campsite, Back-In, Full Hookups	35	50	8	09/06/2019	2	\$52.00
Select	Campsite, Back-In, Water Only	35	None	8	09/06/2019	2	\$40.00
Select	Campsite, Pull-Thru, Full Hookups	35	30	8	09/06/2019	2	\$52.00
Select	Campsite, Pull-Thru, Full Hookups	35	50	8	09/06/2019	2	\$52.00
Select	Campsite, Pull-Thru, No Hookups	35	None	8	09/06/2019	2	\$34.00
Select	Campsite, Pull-Thru, Water Only	35	None	8	09/06/2019	2	\$40.00

View Alternate Availability

Select your preferred site type above and click on the "Select" button

Back Start Over

Step Two – Make a Selection

Click on the desired style of Campsite to proceed in the Reservation Process.



Step Three – Pick Your Spot

This is an interactive map.

The Guest is unable to enlarge the map area to show the entire park.

Instead they must scroll around searching for green pins that match their selection.

The screenshot shows a web browser window displaying a reservation page for OHV Park. The URL is https://hercules-reservationfriend.com/OnlineOrder/Reservation/SelectReservationNew_Splash.aspx?CustomerID=46325&OrderSourceID=2&OrderSourceCode=2&FrameWidth=640&BookBookMultiSitesOnline.... The page title is "OHV Park" and the reservation details are "Requested: 00/00/2019 - 09/00/2019 (2 Nights)".

The main content is a site map titled "OHV Park" with a legend indicating availability status:

- Green pin: Available Sites that match your selection
- Yellow pin: Available Sites that may partially match your needs
- Red pin: Not Available

The map shows a winding path through the park with numbered sites (1-28) and various landmarks like "Entrance to the OHV", "WELCOME CENTER BUILDING", "Park Staff", "ATV ONLY", and "Playground". A vertical sidebar on the left contains the word "CERTY" and a "Close" button at the bottom.

RESERVE YOUR SPACE AT OHV PARK

Confirm Details

Please Enter Guest Information

First Name *	<input type="text"/>	Last Name *	<input type="text"/>
Address1 *	<input type="text"/>		
Address2 *	<input type="text"/>		
Billing City *	<input type="text"/>	Billing State *	<input type="text"/>
Billing Zip *	<input type="text"/>	Billing Country *	USA
Phone *	<input type="text"/>	Cell-Phone *	<input type="text"/>
Email *	<input type="text"/>		

Description	Check in	Check-out	Price
Campsite,Back-in,Full Hookups	09/06/2019	09/09/2019	\$52.00

Unit Type	Unit Length	Unit Width	Slide Outs	Amp Service
Sport Utility RV	35	12	2	50

Please provide the following additional information:

Total Number of Guests: 6 Included with base rate, \$1.00 per night for each additional gu

Total Number of Vehicles in addition to the Camping Unit - \$2.00 per night
Please Note: Additional Camping Units/Tent Are Subject to Site Capacity and an Additional F

To help make everyone's experience pleasant, please acknowledge the following:

If Bringing Pets. Pet must be on a leash and/or under your immediate control at all times. Pet owners will be liable for any and all incidences of pet(s)

Morrow County Offers Discounts to Active Military and Disabled Veterans. To receive a discount, please contact the Reservation office at (541) 989-8214

I Acknowledge A 10% Non-Refundable Processing/Booking Fee Tax Will Be Applied

* Required Field

Comments and Special Requests:

Back Continue Reservation

The Guest must fill in their information, but the Reservation still is not complete.

Final step is the payment screen.

Guest will receive an email notification confirming their reservation.

Step Four – Confirm Details

PROPOSED BOOKING ENGINE
(RESERVATION SYSTEM)

ResNexus

On ONE PAGE, Guest can check:

- Availability of spaces.
- Alternate / Flexible dates.
- Easily filter site choices based on Guest's needs.
- Site specific amenities while booking.
- Ability to add on products while making reservation.

RV PARK
HOME | RATES | FACILITIES | MAPS | ACTIVITIES | CONTACT

SAMPLE ONLY

CHECK IN: 08/27/2019 CHECK OUT: 08/28/2019

2 Guests 0 Children 0 Pets
0 Add RV's 1 Days

SEARCH

ARRIVE: 8/27/2019 DEPART: 8/28/2019 ADULTS: 2 CHILDREN: 0 PETS: 0 ADD RV'S: 0

65' Pull Through 50' Pull Through 60' Back in Site 50' Back in Site 40' Back in Site Tent Sites

SEARCH Sites

65' PULL THROUGH (9 AVAILABLE) 1 day for \$57.00 **BOOK**

This is a pull through RV site which makes it easy to get in and out of without having to back in. It accommodates up to 65 RV's with tow vehicles.

ABOUT THIS SITE

- Pull Through Site
- Full Hookups (Water, Sewer, Electric)
- 65 (65')
- 50 AMP
- Free Wireless Internet
- Cable TV
- Barbeque Grill
- Picnic Table
- Paved Pad

50' PULL THROUGH (30 AVAILABLE) 1 day for \$40.00 **BOOK**

This is a pull through RV site which makes it easy to get in and out of without having to back in. It accommodates up to 50 Pull Through

ABOUT THIS SITE

- Pull Through Site
- 50 (50')
- Full Hookups (Water, Sewer, Electric)
- Partial Hookups (Water Only)
- 50 AMP
- Free Wireless Internet
- Picnic Table
- Gravel Pad

60' BACK IN SITE (7 AVAILABLE) 1 day for \$50.00 **BOOK**

Our back in sites create a cozy and secluded RV experience. There are great if you are staying several days and want to settle down and enjoy

YOUR RESERVATION [ENTER RESERVATION CODES](#)

Your reservation is empty. Please select a site or retail item to continue.

Fire Wood

FIREWOOD BUNDLE

Want to make a campfire? We have firewood bundles available.

\$8.00

ADD +

ResNexus allows the opportunity to provide our guests with additional amenities or items to enhance their camping experience.

Completely customizable to the Parks needs.

SAMPLE ONLY

BACK CONTINUE


MARK YOUR STAY EVEN MORE MEMORABLE!


YOUR RESERVATION ENTER #8040_0028


65' PULL THROUGH X


ARRIVE	DEPART	GUESTS	PRICE
Fr. Sep 6	Sun. Sep 8	2	2 Days \$134 + TAXES


Total: \$147.40
Start Over


GOOD SAM CLUB

10% off if you are Good Sam's member
[\(more details\)](#)
ADD + 10% Off


FIREWOOD BUNDLE

Want to make a campfire. We have fire...
[\(more details\)](#)
ADD + \$8.00


SMORES PACK

Includes everything you need for the S...
[\(more details\)](#)
ADD + \$10.00


PROPANE

We have all you need.
[\(more details\)](#)
ADD + \$50.00

BATHROOM PACK

Need a new toothbrush? Here you run...
[\(more details\)](#)
ADD + \$20.00

MINI GOLF

Need to borrow a putter and ball. No pri...
[\(more details\)](#)
ADD + \$5.00

OUTDOOR PACK

Get everything you need to enjoy the gr...
[\(more details\)](#)
ADD + \$25.00

CANOE RENTAL

There are over 20 canoes ready to use l...
[\(more details\)](#)
ADD + \$55.00

18 HOLES

Enjoy 18 holes of golf!
[\(more details\)](#)
ADD + \$45.00

ADDED FEATURES

- Increase customer service to park Guests with newsletters and thank you emails.
- Added efficiencies for Guests and Park Staff.
- Overall cost savings in fees paid to the Credit Card Processor.
- Increased opportunity for revenue by being able to add on purchases at Booking.

COST COMPARISON

CURRENT SYSTEM

LEISURE / HERCULES

- Front Office Booking = 3.5% per Booking
- Annual Fee = \$225.00
- Credit Card Processor is "PayPal"
- Processing Fee = 2.9%
- Transaction Fee = \$0.30
- Monthly Fee = \$30.00
- Credit Card Terms = Month to Month Contract

PROPOSED SYSTEM

RES-NEXUS

- Front Office Booking = \$0.00 per Booking
- Monthly Fee approximately = \$500.00
- Credit Card Processor is "CMS"
- Processing Fee approximately = 2.25%
- Transaction Fee = \$0.19
- Monthly Fee = \$9.95
- Credit Card Terms = 5 Years; can be waived

IMPLEMENTATION TIMELINE

- September 2019 – ResNexus Contract and CMS (Credit Card Processor) on BoC Consent Calendar.
- Four to Six weeks for ResNexus to build interface.
- December 2019 – Testing and training of ResNexus system.
- January 1, 2020 – GO LIVE!

Item #6c



Union County

1106 K Avenue
La Grande, OR 97850
(541) 963-1001

INVOICE

Date: March 5, 2019
Invoice #7038

To Morrow County
Att: Jim Doherty
P.O. Box 788
Heppner, OR 97836

PAYMENT TERMS

July 1, 2019

QUANTITY	DESCRIPTION	AMOUNT
	EOCA 2019-20 Membership Dues	\$10,500.00

SUBTOTAL	\$10,500.00
ADMIN FEE	\$0
TOTAL	\$10,500.00

Make checks payable to: Union County
1106 K Avenue
La Grande, OR 97850

THANK YOU!

Vendor: 01-06715

Name: Union Co.

Eastern Oregon Counties Association

DATE	Check#	Amount	Disbursement	Description of Expense
February 26, 2015	158234	\$11,317.00	\$11,317.00	2014-2015 Yearly Dues
September 17, 2015	160851	\$10,800.00	\$10,800.00	2015-2016 Yearly Dues
October 13, 2016	165999	\$14,050.00	\$10,800.00 \$3,250.00	2016-2017 Yearly Dues Debt Retirement
August 3, 2017	169801	\$9,700.00	\$9,700.00	2017-2018 Yearly Dues
July 19, 2018	174454	\$10,000.00	\$10,000.00	2018-2019 Yearly Dues

Total Amount PAID TO DATE for YEARLY DUES: \$52,617.00

Additional Checks:

March 13, 2014	153686	\$2,500.00	\$2,500.00	Pilt Project payment
April 5, 2018	173181	\$1,220.69	\$1,220.69	Expenses
August 23, 2018	174955	\$244.14	\$244.14	Residual Expenses

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

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

Attachments:

1. Current Job Application
2. Current Veterans Preference Requirements
3. New Job Application with the Veterans Preference form attached. (recommended by CIS)

I worked with the CIS Human Resources team to update the Job Application and required forms to collect better applicant information and to comply with current Oregon Law.

Changes in the form are as follows:

Education

Certificates and Licenses

References

updated EEO statement on the application that is compliant with current laws.

Veteran's Preference Form that complies with ORS 408.230

I intend to begin using these updated forms for all new job openings.

2. FISCAL IMPACT:

None at this time.

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

Requesting your approval to start using the new forms for all future Job Openings.

Attach additional background documentation as needed.

APPLICATION FOR EMPLOYMENT



Morrow County is an Equal Employment Opportunity Employer. We do not use personal information in our hiring process and are dedicated to hiring the person who is best suited for our jobs without any knowledge or consideration to any individual's membership in any protected class.

Any personal information found on this application or any supporting documentation will not be considered and may be removed upon discovery.

Applications received by Morrow County will only remain on file for one year from the date of receipt, at which time they will be destroyed. If you still wish to be considered for employment after these dates, you will need to fill out a new application.

DATE _____

POSITION APPLIED FOR _____

DATE YOU CAN START _____

NAME: _____
Last First Middle

OTHER NAMES USED _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____
Home Alternate Number

Are you legally able to work in the United States? YES NO
(Proof will be required upon hire)

Have you ever applied with Morrow County before? YES NO
If Yes, When _____

Have you ever worked for Morrow County before? YES NO
If Yes, When _____

PREVIOUS WORK EXPERIENCE

List below your last five employers – starting with the most recent

1. Employer Name _____
Date Hired _____ To _____
Address _____
Length of Employment _____
Supervisor Name _____
Telephone _____
Position Held _____
Length of Time at Current Position _____
Previous positions held with this employer _____
Duties:

Reason for Leaving? _____

May we contact this employer? Yes No

2. Employer Name _____
Date Hired _____ To _____
Address _____
Length of Employment _____
Supervisor Name _____
Telephone _____
Position Held _____
Length of Time at Current Position _____
Previous positions held with this employer _____
Duties:

Reason for Leaving? _____

May we contact this employer? Yes No

3. Employer Name _____
Date Hired _____ To _____
Address _____
Length of Employment _____
Supervisor Name _____
Telephone _____
Position Held _____
Length of Time at Current Position _____
Previous positions held with this employer _____
Duties:

Reason for Leaving? _____

May we contact this employer? Yes No

4. Employer Name _____
Date Hired _____ To _____
Address _____
Length of Employment _____
Supervisor Name _____
Telephone _____
Position Held _____
Length of Time at Current Position _____
Previous positions held with this employer _____
Duties:

Reason for Leaving? _____

May we contact this employer? Yes No

5. Employer Name _____
Date Hired _____ To _____
Address _____
Length of Employment _____
Supervisor Name _____
Telephone _____
Position Held _____
Length of Time at Current Position _____
Previous positions held with this employer _____
Duties:

Reason for Leaving? _____

May we contact this employer? Yes No

Other skills, education, and/or training that is directly related to the position you are applying for: (I.E. trade school, on-the-job training programs, college degrees, volunteer experience, certificates, licenses, math courses, chemistry, physics, etc.)

If you are applying for any position that requires driving please fill out this section.

Do you have a valid Oregon Drivers License? Yes No How many reportable accidents have you had in the past five years? _____ How many moving violations have you had in the past five years? _____

NOTE: If you are selected for an interview, you may be required to bring a copy of your driving record that is no more that 2 weeks old.

I certify that all information given on this application and any supporting information is true and complete and I authorize a complete Investigation. I agree that, if hired, I may be discharged if the County at any time learns of any falsification or material omission in the in the information I have provided and If discovered prior to hire. I would be ineligible for consideration not only for this position but future positions as well. I authorize the County to contact all former and current employer references listed and all educational institutions. All references are authorized to release to Morrow County all information requested which they might have about me. I hereby release all references and Morrow County from any liability which might be claimed because of Information provided by such references.

I agree that, if hired, I will follow all County policies, rules, procedures and all other directions. I understand I may terminate my employment at any time and for any reason without prior notice. I agree that I am hired, I will be employed at the will of Morrow County and my employment can be terminated at anytime, with or without notice, and for any reason sufficient in the judgment of the County to justify termination.

I understand Morrow County is committed to promoting safety and high standards of employee performance, productivity and reliability. In order to achieve this, finalists for certain positions may be subjected to a drug test prior to being hired to assure that the applicant does not currently have narcotics, sedatives. Stimulants, and other controlled substances and/or mood-altering substances in their body. I understand if I have any such substance in my body at the time of the drug test, the County will not hire me. I further understand that as a term and condition of employment with Morrow County my supervisor, or any other manager, may require a substance test if they have a reasonable suspicion that I am under the influence of any substance that might result in harm to myself or to others. I further agree to undergo a physical examination, at the County's expense, at any time the County makes such a request

I further understand that if I am selected as a finalist for any position with Morrow County, the County may do an Investigation of criminal convictions, (NOTE: You will not be automatically excluded from consideration if you have bee convicted of a crime. Your suitability for the position sought will be evaluated based upon the totality of circumstances, such as: the nature of the crime, the date of the conviction, the type of work involved, etc.)

I understand the County reserves the right to add to, change and/or delete their policies, procedures. Work rules and benefits at any time and that no one in the County has the authority to enter into any agreement, for any particular period of time, or contrary to the above terms, unless that agreement is set forth in writing and signed by County Commissioners.

APPLICANT SIGNATURE

DATE

NOTE: NO CONSIDERATION OF EMPLOYMENT WILL BE GIVEN TO ANY APPLICANT THAT DOES NOT SIGN THE ABOVE STATEMENT.

Submit



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

Human Resources

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

Veterans' Preference Guidelines

Under Oregon law, veterans who meet minimum qualifications for a position may be eligible for employment preference. If you believe your military experience or education translate to transferrable skills that would allow you to meet minimum qualifications for a position, please attach a narrative to your application. That narrative should describe how your military experience and education are transferrable to meet the minimum requirements of the position for which you are applying. If you think you qualify for Veterans' Preference as a Qualified Veteran or as a Qualified Disabled Veteran, please read the following carefully. If you need further explanation or have special circumstances, please call the Morrow County Human Resources office at (541) 676-5620.

A. Qualified Veteran

You may claim veterans' preference if you qualify in one of the categories below and provide proof of eligibility by submitting a copy of your DD-214 or 215 (and narrative, when applicable).

Oregon law (ORS 408.225(1)(f)) provides:

"Veteran" means a person who:

(A) Served on active duty with the Armed Forces of the United States;

(i) For a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions;

(ii) For a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions;

(iii) For 178 days or less and was discharged or released from active duty under honorable conditions because of a service-connected disability;

(iv) For 178 days or less and was discharged or released from active duty under honorable conditions and has a disability rating from the United States Department of Veterans Affairs; or

(v) For at least one day in a combat zone and was discharged or released from active duty under honorable conditions;

(B) Received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions; or

(C) Is receiving a nonservice-connected pension from the United States Department of Veterans' Affairs.

Oregon law (ORS 408.225(2)) also provides: "active duty" does not include attendance at a school under military orders, except schooling incident to an active enlistment or a regular tour of

duty, or normal military training as a reserve officer or member of an organized reserve or a National Guard unit.

B. Qualified Disabled Veteran

You may claim additional employment preference if you can provide proof of eligibility by submitting **both** of the following documents (and narrative, when applicable):

- A copy of your DD-214 or 215, Certificate of Release or Discharge, Copy 4, **and**
- A public employment preference letter from the United States Department of Veterans Affairs. To order the letter, call 1-800-827-1000 and request a public employment preference letter.

For additional information on Veterans' Preference eligibility, including help in translating military experience into minimum requirements, contact the Oregon Department of Veterans' Affairs at 1-800-692-9666.

Note

Completion of the application for employment with attached DD214 or 215, public employment preference letter (if applicable) and narrative (if applicable) is required **no later than the closing date of the position.**

If you choose not to attach a narrative relating transferrable military experience and education to this position along with your DD214 or 215 and public employment preference letter (if applicable), your military experience may not be considered when your application is evaluated.

MORROW COUNTY

Application for Employment

Morrow County provides equal employment opportunity to all qualified employees and applicants, without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran's status, or any other status protected by applicable federal, Oregon, or local law. Our Equal Employment Opportunity policy applies to all aspects of the employment relationship including, but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment. To claim veterans' preference in hiring, complete the Veterans' Preference Form and submit it with the required documentation at the time you submit this application.

THIS APPLICATION WILL BE CONSIDERED FOR THIS SPECIFIC JOB. IT WILL NOT BE RETAINED FOR FUTURE POSITIONS. IF YOU DESIRE TO BE CONSIDERED FOR A POSITION AT A FUTURE TIME, YOU MUST FILE A NEW APPLICATION. IF HIRED, THIS APPLICATION WILL BECOME PART OF YOUR PERMANENT PERSONNEL FILE. PLEASE PRINT OR TYPE. YOUR APPLICATION MAY NOT BE CONSIDERED IF INCOMPLETE OR SUBMITTED PAST AN ESTABLISHED DEADLINE.

Position				
Position Applying For			Available Start Date	
Personal Information				
Name				
Address		City	State	Zip
Phone Number	Mobile Number	Email Address		
Are you able, at the time of employment, to submit verification of your legal right to work in the United States? Yes <input type="checkbox"/> No <input type="checkbox"/> (Proof of identity will be required upon employment)				
Education	List any colleges, military, trade, business or other schools attended.			
Do you have a high school diploma or GED Certificate? Yes <input type="checkbox"/> No <input type="checkbox"/>				
School Name	Location	Diploma/Degree	Major/Minor	Did you Graduate?
Certificates & Licenses		List any professional license, registration, or certificate required or preferred for the position.		
Type	Issuing Agency	Date Issued	Date Expires	

References

Name	Title	Company	Phone

Employment History

This information in this section will be used to determine if you meet the minimum qualifications as outlined in the job announcement. List ONLY the job(s) (paid, military or volunteer) where you obtained the experience that qualifies you for the job. Clearly describe all of your duties, starting with your most recent job. Resumes will be accepted only if required on the job announcement and will not be accepted in place of a completed application. If you need additional space, attach a separate sheet.

Employer (1)	Job Title	Dates Employed	
Address	City	State	Zip
Supervisor Name	Phone Number	May we contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reason for leaving

Duties

Employer (2)	Job Title	Dates Employed	
Address	City	State	Zip
Supervisor Name	Phone Number	May we contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reason for leaving

Duties

Employer (3)	Job Title		Dates Employed	
Address	City	State	Zip	
Supervisor Name	Phone Number	May we contact? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Reason for leaving				
Duties				

Employer (4)	Job Title		Dates Employed	
Address	City	State	Zip	
Supervisor Name	Phone Number	May we contact? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Reason for leaving				
Duties				

Driver's License Information

Do you have a valid Oregon Driver's License? YES _____ NO _____

How many reportable accidents have you had in the past five years? _____

How many moving violations have you had in the past five years? _____

NOTE: If you are selected for an interview, you may be required to bring a copy of your driving record that is no more than two weeks old.

Certification & Signature

I hereby certify that all statements made in this application are true, and I agree and understand that any statement that is false, fraudulent, or misleading in this application or attached material, during the interview or screening process, or discovered in the course of any employment-related process (post-hire) may result in the revoking of a job offer or termination of employment.

I would be ineligible for consideration not only for this position but future positions as well. I authorize Morrow County to contact all former and current employer references listed and all educational institutions. All references are authorized to release to Morrow County all information requested which they might have about me. I hereby release all references and Morrow County from any liability which might be claimed because of information provided by such references.

I agree that, if hired, I will follow all County policies, rules, procedures, and all other directions. I understand I may terminate my employment at any time and for any reason without prior notice. I agree that my employment is at the will of Morrow County and can be terminated at any time, with or without notice, and for any reason sufficient in the judgment of the County to justify termination.

I understand Morrow County is committed to promoting safety and high standards of employee performance, productivity, and reliability. In order to achieve this, finalists for certain positions may be subjected to a drug test prior to being hired to assure that the applicant does not currently have narcotics, sedatives, stimulants, or other controlled substances and/or mood-altering substances in his/her body. I understand if I have any such substance in my body at the time of the drug test, the County will not hire me. I further understand that as a term and condition of employment with Morrow County, my supervisor, or any other manager, may require a substance test if they have a reasonable suspicion that I am under the influence of any substance that might result in harm to myself or to others. I further agree to undergo a physical examination, at the County's expense, at any time the County makes such a request

I further understand that if I am selected as a finalist for any position with Morrow County, the County may do an investigation of criminal convictions. *(NOTE: You will not be automatically excluded from consideration if you have been convicted of a crime. Your suitability for the position sought will be evaluated based upon the totality of circumstances, such as the nature of the crime, the date of the conviction, the type of work involved, etc.)*

I understand the County reserves the right to add, change and/or delete policies, procedures, work rules, and/or benefits at any time and that no one in the County has the authority to enter into any agreement, for any particular period of time, or contrary to the above terms, unless that agreement is set forth in writing and signed by the Board of Commissioners.

Signature: _____

Date: _____

Veterans' Preference Form (ORS 408.230)

Veterans who meet the minimum qualifications for a position open for recruitment may be eligible for preference in employment under Oregon law. If you are a Qualified Veteran or Qualified Disabled Veteran and would like to be granted preference in the selection and hiring process for a specific posted job, please fill out this Veterans' Preference Form and provide proof of eligibility by submitting a copy of form DD-214 or 215 (copy 4). This completed form and required supporting documentation must be submitted with your application in order for consideration for Veterans' Preference.

Qualified Veteran Questions: *Veterans' preference may be claimed if you check at least one of the boxes below and provide proof via form DD-214 or 215 (Copy 4)*

ORS 408.225(f) – I served on active duty with the Armed Forces of the United States:

- For a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions
- For a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions
- For a period of 178 days or less and was discharged or released from active duty under honorable conditions because of service due to a service-related disability
- For a period of 178 days or less and was discharged or released from active duty under honorable conditions and have a disability rating from the United States Department of Veterans Affairs
- For at least one day in a combat zone and was discharged or released from active duty under honorable conditions
- And received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions
- And am receiving a nonservice-connected pension from the United States Department of Veterans Affairs

Qualified Disabled Veteran Questions: *Additional preference may be claimed if you check at least one box below and provide proof of eligibility via a copy of DD214 or 15, Copy 4, and a public employment preference letter from the United States Department of Veteran's Affairs (letter may be requested by calling 800-827-1000)*

- I am entitled to disability compensation under laws administered by the United States Department of Veterans Affairs; or
- I was discharged or released from active duty for a disability incurred or aggravated in the line of duty; or
- I was awarded the Purple Heart for wounds received in combat.

I hereby claim Veterans' Preference, have attached proof of eligibility as directed and certify that the above information is true and correct. I understand that any false statements may be cause for my disqualification, or dismissal, regardless of when discovered.

Signature: _____

Date: _____

Position Applied For: _____

This form and supporting documentation must be received by the Morrow County Human Resources Department no later than the closing time and date of the job posting. If you have any specific questions please contact Human Resources.

(541) 676-5620 or kcarlson@co.morrow.or.us



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

(For BOC Use)
Item #
6e

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

Staff Contact: Karmen Carlson
Department: Human Resources

Phone Number (Ext): 5620
Requested Agenda Date: Sept 4th, 2019

Short Title of Agenda Item: (No acronyms please)
Reclassification Conversation - Request to appeal the decision of the
Appeal Committee to the Board of Commissioners.

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 min
Purchase Pre-Authorization
Other

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

Reviewed By:

Karmen Carlson 8/29/19 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

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):

Human Resources received a letter requesting to Appeal to the Board of Commissioners.

Policy 6.4 Classification Review and Process - Step D. County Court Appeal

The Submitter may appeal the decision of the Appeal Committee to the County Court. The County Court will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision.

The County Court will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the County Court. The results of the County Court deliberations will be provided to the Submitter in a Final Notice of Decision.

The decision of the County Court is final.

2. FISCAL IMPACT:

None at this time.

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

Direction from the Commissioners for the following:

1. Electronic or Hard Copy of Appeal Committee Documents?
2. Approval to bring the Appeal to the BOC on September 11th, 2019?

Attach additional background documentation as needed.



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: Karmen Carlson
 Department: Human Resources
 Short Title of Agenda Item:

Phone Number (Ext): 5620
 Requested Agenda Date: Sept 4, 2019

(No acronyms please)

Classification Review and Process Policy 6.4
Request for Committee to address Policy issues

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 5 min |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From:
 Total Contract Amount:

Through:
 Budget Line:

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

Reviewed By:

Karmen Carlson	8/28/19	Department Head	Required for all BOC meetings
	8/30/19	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Requesting to create committee to address issues in the Policy 6.4 Classification Review and Process

****See Attached**

2. FISCAL IMPACT:

None at this time.

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

Action to approve and/or to make recommendations regarding the process as presented.

Attach additional background documentation as needed.



Human Resources

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

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

To: Morrow County Board of Commissioners
From: Karmen Carlson, Human Resources Director
Date: September 4, 2019
Re: Policy 6.4 Update Committee Appointment

Morrow County Policy 6.4 has recently been found to have some challenging steps and some inflexible language that is not providing a seamless process for either the County nor for the Employees embarking on a Reclassification Request.

Human Resources would like to assemble members of the Unions, Management, and Elected Officials, in order to modify the language, combine steps, and fine-tune the process.

The Reclassification process has an annual deadline of October 31st. The need to improve and implement the policy in the handbook is urgent and of great importance.

The Committee shall be made up of not more than two (2) union employees and two (2) management employees, and one (1) Elected. This letter will be delivered to the Teamsters Local Union No.223, AFSCME, AFL-CIO, Local 2479, and AFSCME, Local 2479, Sub-Local 002 for interested parties. The invitation will also be sent out to employees in management and elected.

The committee will meet no more than 2 times prior to September 26th, 2019 and will be charged with identifying improvements of steps in the policy, clarifying board concurrence, and creating more specific detailed policy requirements. After the final revised draft is complete, the committee will bring the policy back to the Board of Commissioners for approval.

Current reclassification requests will follow the current policy. New reclassification requests due October 31, 2019, will follow the new policy so long as the Board of Commissioners has approved the changes prior to October 31, 2019.

The County is looking forward to approving a policy that is an informative, productive, and positive experience when processing reclassification requests.

Karmen Carlson
Human Resources Director
Morrow County Oregon



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

(For BOC Use)
Item #
69

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:

Phone Number (Ext):
Requested Agenda Date: 09/04/2019

Collective Bargaining Team for Retirement Redesign

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

Reviewed By:

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

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):

At the conclusion of our CBA negotiations with the AFSCME (American Federation of State, County and Municipal Employees) General Employee and Road contracts, we agreed that either party may reopen Article 14.4 (Retirement) , to negotiate the retirement benefits of Morrow County General Employees and Road by submitting, in writing to the other party no later than June 30, 2021. Historically, coordinating the availability of Labor Counsel and the AFSCME Business Agent has taken some time to set a date. I would recommend we begin this process as soon as possible by sending a letter to Roger Ware, AFSCME Business Agent.

I would recommend the bargaining team for both the General Employee and Road CBA's consist of Kate Knop, Finance Director and Administrator of Morrow County's retirement plan, Karmen Carlson, Human Resource Director, County Administrator and Labor Counsel.

Commissioner Russell joined the previous negotiations as an observer. If you would like to have an observer, we can make that request to the business agent.

Today's discussion is about the appointment of the Bargaining Team. Bargaining strategy should be discussed in Executive Session.

2. FISCAL IMPACT:

N/A

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

Motion to appoint a Retirement Bargaining Team: Finance Director, Human Resource Director, County Administrator and Labor Counsel.

Motion to send a letter to AFSCME's Business Agent to negotiate the retirement benefits of Morrow County General Employees and Road Department Employees.

Attach additional background documentation as needed.



IT TAKES VISION

Morrow County Retirement Plan

Plan Design Scenarios and Projections

Prepared by:

Brent J. Langland, ASA, EA, MAAA
Consulting Actuary

August 28, 2019

We have provided this DRAFT report prior to completion of our work. Because this is a draft, Milliman does not make any representation or warranty regarding its contents. Milliman advises any reader not to take any action in reliance on anything contained in this draft. All parts of this draft are subject to revision or correction prior to the release of the final report, and such changes or corrections may be material. No distribution of this draft may be made without our express prior written consent.

Summary

- Overview of preliminary July 1, 2018 valuation results
- Different Plan Design Scenarios
 - Close Retirement Plan to new employees
 - New General Service employees in a new DC retirement plan
 - New Public Safety employees in Oregon PERS
 - Close and Modify Retirement Plan for current employees
- Projection graphs for plan design scenarios
 - Benefit payments in future years
 - Unfunded liability under various asset return scenarios and various contribution rates
 - Total County contribution rate
- County should consult with legal counsel regarding any potential plan designs that may be considered

Final July 1, 2017 and Preliminary July 1, 2018 Results

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2017	July 1, 2018 – Baseline
Actuarial Accrued Liability	\$32.7	\$34.9
Assets		
Market Value	21.1	24.0
Actuarial Value (AVA)	21.9	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.8	10.3
Funded Percent (AVA)	67%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.88	\$0.95
Expense Assumption	0.05	0.05
Amortization of UAAL	0.82	0.81
Total Actuarially Calculated Contribution	1.75	1.81
Expected Base Payroll	5.7	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)*	30.6%	29.6%

* Contribution rates include 6% employee-paid Salary Reduction Pick-up Contribution

Actuarially Calculated Contribution Rate

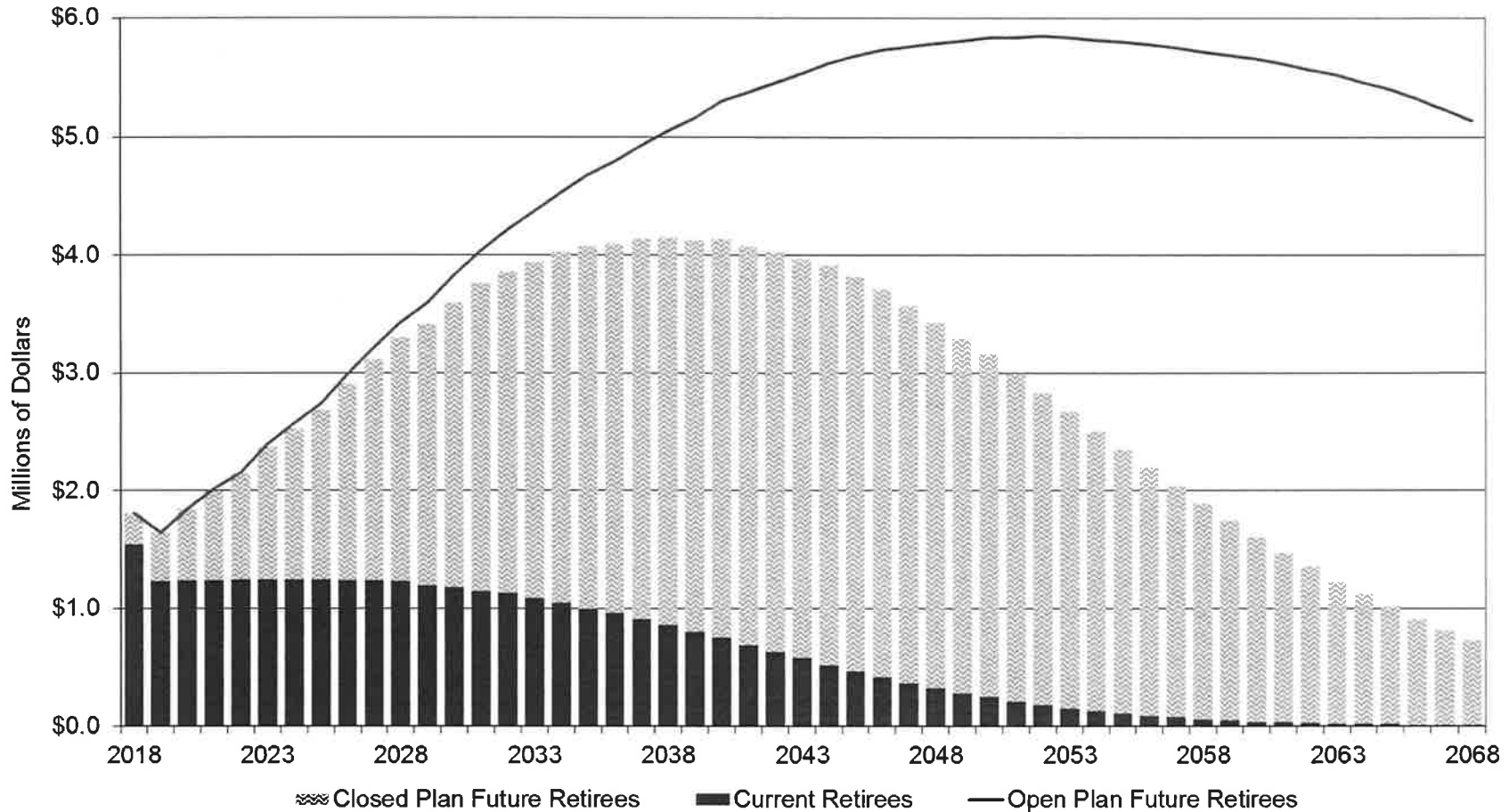
As of July 1, 2018 (For Plan Year Beginning July 1, 2019)		
Normal Cost	\$949,000	15.5%
Expense, Mid-Year	45,000	0.8%
Amortization of UAAL	814,000	13.3%
Total Actuarially Calculated Contribution	\$1,808,000	29.6%
Expected Base Payroll 2018-2019	\$6,113,000	

- Total actuarially calculated contribution rate is 29.6%
 - “Normal Cost” is the value of the benefits that will accrue in the next year and includes the employee salary reduction contribution of 6%
 - Employees fund 6% of the benefit accruals, the County funds the remaining 9.5%
 - Total County contribution excluding employee 6% contribution is 23.6%
- We understand the County has been contributing 30.8% (24.8% excluding employee 6%) since July 1, 2017 and intends to continue contributing this higher amount through at least the Plan Year ending June 30, 2020.

Projected Benefit Payments - Baseline

- The graph on the following page shows a projection of expected future benefit payments for Plan participants based on July 1, 2018 valuation census data and assumptions
 - Blue bars represent expected benefit payments for current retirees
 - Green bars represent expected benefit payment for future retirees assuming Plan is closed to new participants
 - Red line assumes Plan remains open with new participants in future years to replace expected terminations and retirements

Projected Benefit Payments - Baseline



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

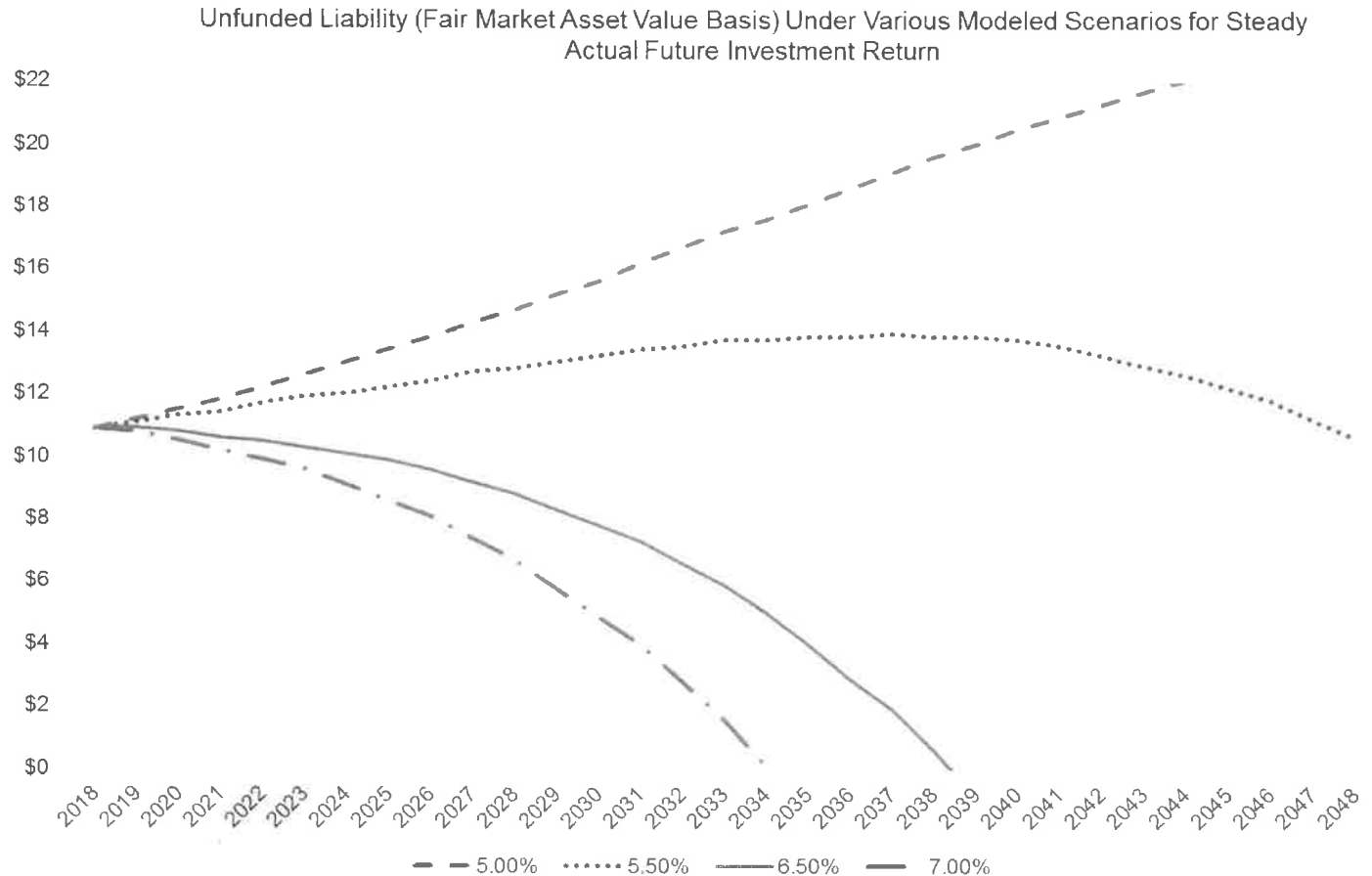
Projection of Retirement Plan Unfunded Liability

- The graphs on the following pages project the Plan's unfunded liability on the market value of assets basis under four static asset return scenarios
 - 7.0% - Current long-term assumption
 - 6.5%, 5.5%, and 5.0%
- Future contributions are assumed to be based on an unchanging 30.8% total percent of payroll until unfunded liability is paid off
 - County keeps contributing at of 30.8% for current employees
 - If Plan is closed, we assumed the County will continue contributing 30.8% of total payroll for new employees
 - 15% for DC or PERS replacement plan
 - 15.8% for Retirement Plan to help pay off unfunded liability
 - Staying at the higher rate for all employees pays off the unfunded liability sooner
- Results shown under two scenarios
 - Plan remains open with new participants in future years to replace expected terminations and retirements
 - Plan is closed to new participants as of July 1, 2018

Projection of Unfunded Liability - Open Plan at 30.8%

- When unfunded liability reaches \$0, the actuarially calculated contribution rate would reduce to the 15.5% “normal cost” rate
- Under the 5.5% return assumption the year of projected \$0 unfunded liability is 2058
- Sample projected actuarial liabilities:

2018: \$34.5 million
 2019: 36.1
 2020: 37.9
 2025: 46.7
 2030: 54.3
 2035: 60.3
 2040: 66.0
 2045: 72.4

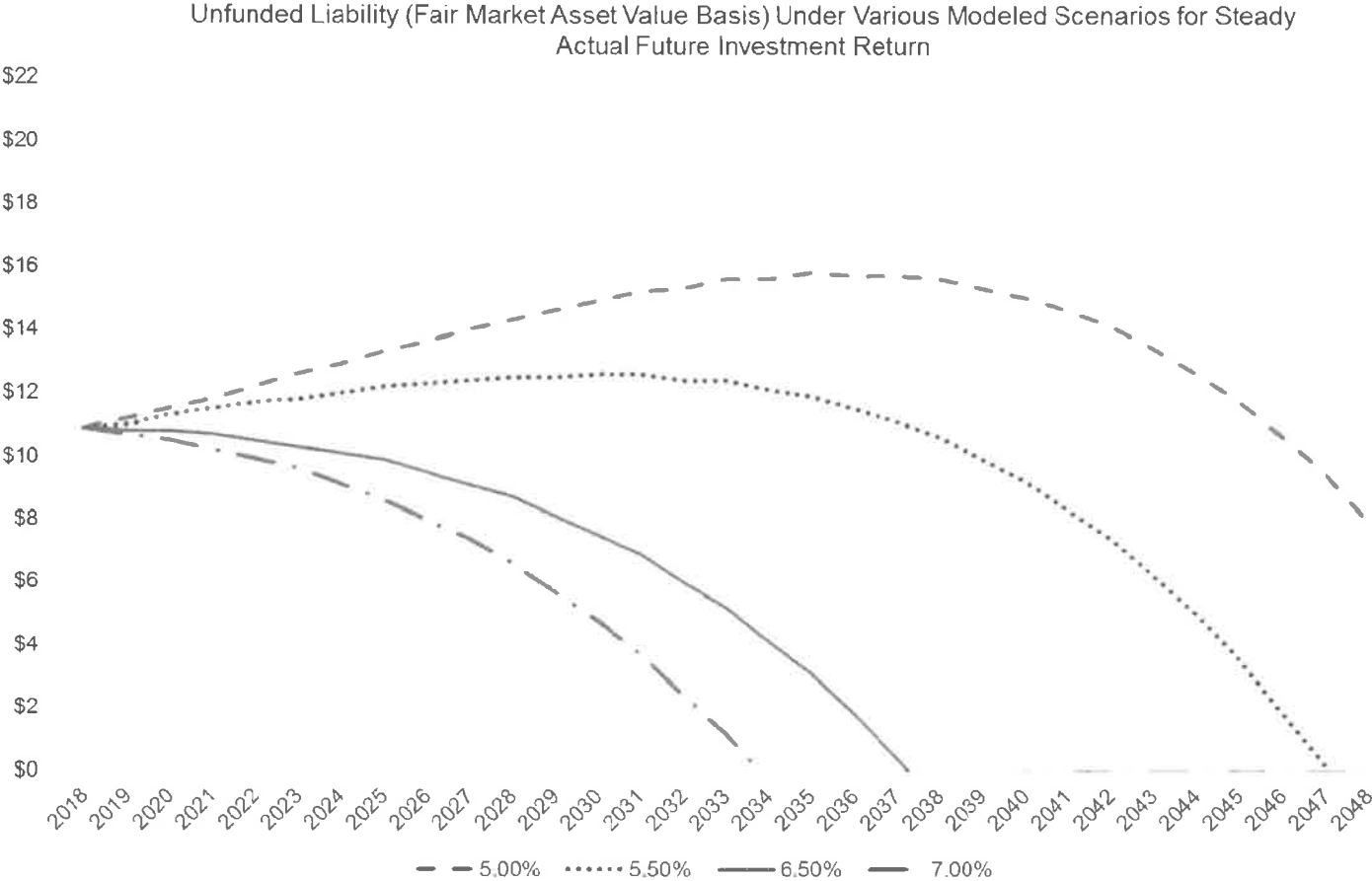


DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Unfunded Liability - Closed Plan at 30.8%

- Closing the plan significantly reduces the risk of unfunded liability in the low asset return scenarios
- Projected actuarial liabilities in future years much lower under closed plan
- Sample projected actuarial liabilities:

2018:	\$34.5 million
2019:	36.0
2020:	37.8
2025:	44.6
2030:	47.1
2035:	44.8
2040:	39.1
2045:	31.2



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

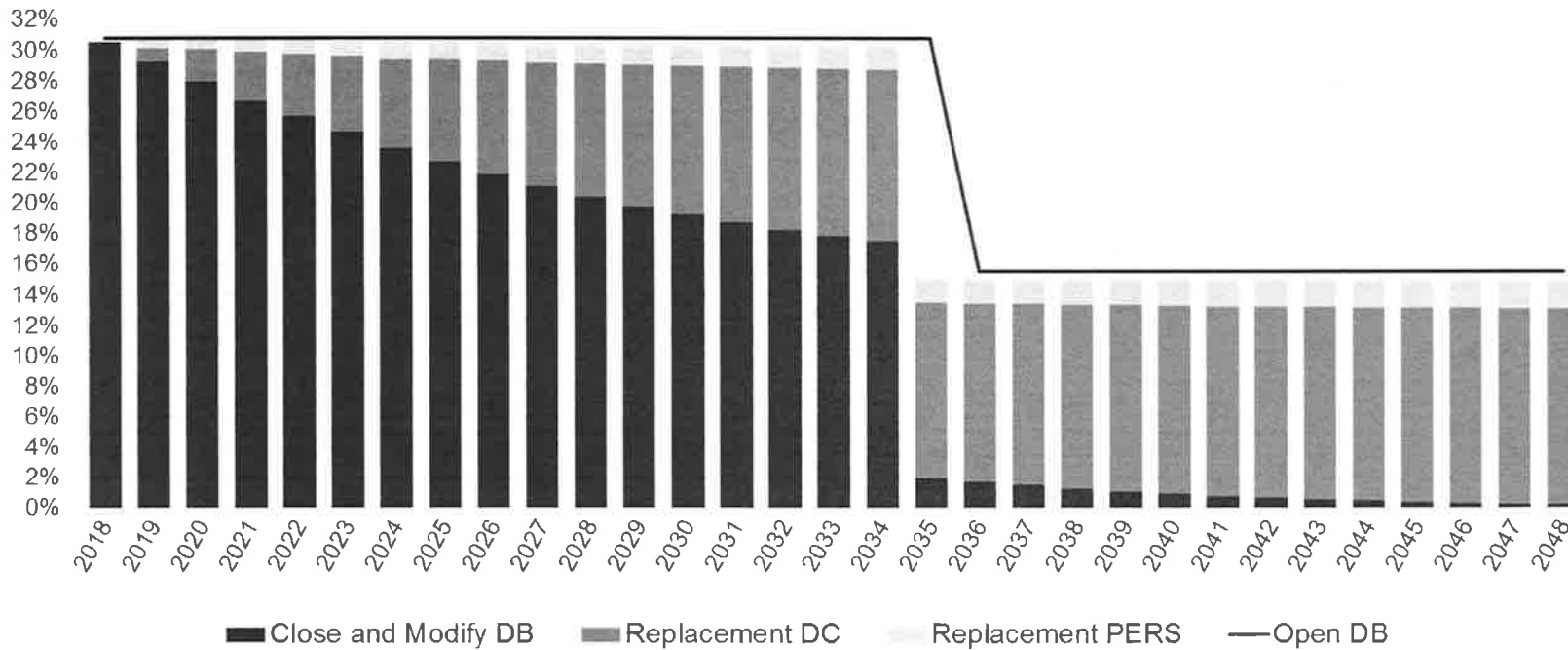
Plan Design Scenario – Close Retirement Plan with Replacement Plans for New Employees

- Current employees continue to accrue benefits in the Retirement Plan
- New General Service employees in a new DC retirement plan
 - Assume 6% Employee contribution with 9% Employer Contribution, total 15%
- New Public Safety employees join Oregon PERS
 - Assume all new Public Safety employees join PERS under OPSRP (no prior PERS employment)
 - Assume Morrow County's PERS contribution will be 15% for new Public Safety employees
 - County should consult with legal counsel and PERS for additional information on requirements and costs of joining PERS

Projection of Total Contribution Rate – Close Retirement Plan with Replacement Plans for New Employees

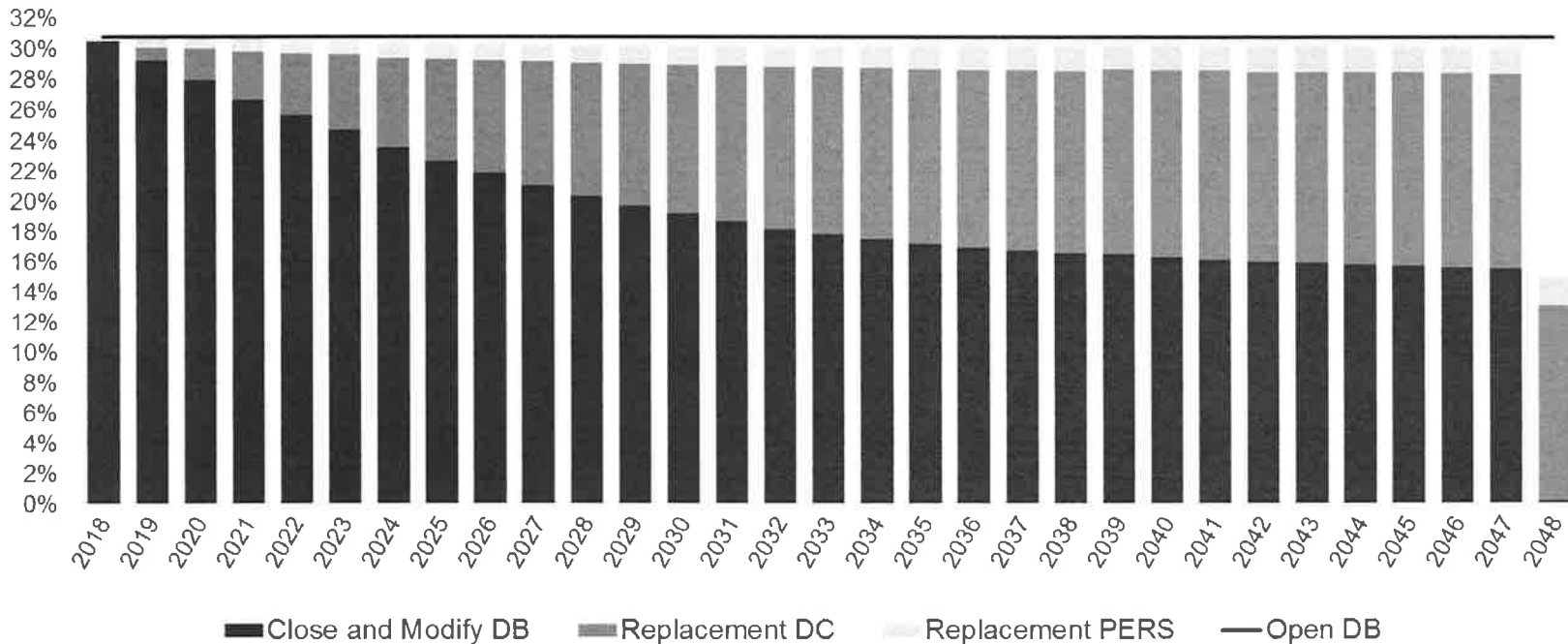
- After DB plan is closed and replacement plans are established, total County contributions will be sum of:
 - DB plan contributions –
 - Existing employees – 30.8% for new accruals and paying off unfunded liability
 - New employees – 15.8% for paying off unfunded liability
 - DC plan contributions – 15% for new General Service employees
 - PERS contribution – 15% for new Public Service employees
- Graphs on the following pages project the total County contribution
 - Compares open and closed plan with replacement plans for new employees
 - Shown as a percentage of projected total County payroll
 - Show results for 7% and 5.5% asset return scenarios

Projection of Total Contribution Rate – Close Plan with Replacement Plans, 7% Asset Return



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Total Contribution Rate – Close Plan with Replacement Plans, 5.5% Asset Return



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Total Contribution Rate – Close Retirement Plan with Replacement Plans for New Employees

- Observations:
 - Under closed DB plan design scenario, total County contribution initially mostly DB plan contributions
 - DB proportion decreases in future years as more DB plan employees terminate or retire and are replaced with new employees in replacement plans
 - Under both plan design scenarios, projected total contribution rate decreases to about 15% once unfunded liability from the DB plan is projected to be paid off
 - Total County contribution level is similar because DB plan “normal cost” rate is similar to the contribution rates for the replacement DC plan and PERS
 - Contribution savings in later year when closed plan is projected to pay off unfunded liability faster than open plan
 - Contributions for replacement plans building liability that is “less risky” than contributions that build open DB plan liability

Plan Design Scenario – Close and Modify Retirement Plan for Current Employees

- Current retirees' benefits unchanged
- Current employees' already accrued benefits unchanged
 - Benefit formula multipliers unchanged on service through July 1, 2018
 - COLA on already accrued benefit remains at 2%
 - Eligibility for \$60 supplemental benefit unchanged
- Modification for Retirement Plan going forward
 - Affects benefits and service after July 1, 2018 for current employees
- Plan changes valued
 - Benefit formula multiplier for “Not Sheriff Office Employees” hired after 12/31/1994 reduced from 2.4% to 2.0%
 - COLA on all benefits (General Service and Public Safety) earned after July 1, 2018 reduced from 2.0% to 1.25%
- County should consult with the Plan's legal counsel regarding any potential changes for current employees

Preliminary July 1, 2018 Results – Baseline and Modified Plan – COLA Change

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.6
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	10.0
Funded Percent (AVA)	71%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.92
Expense Assumption	0.05	0.05
Amortization of UAAL	0.81	0.79
Total Actuarially Calculated Contribution	1.81	1.76
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	28.8%

Preliminary July 1, 2018 Results – Baseline and Modified Plan – Multiplier Change

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.5
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	9.9
Funded Percent (AVA)	71%	71%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.90
Expense Assumption	0.05	0.05
Amortization of UAAL	0.81	0.78
Total Actuarially Calculated Contribution	1.81	1.73
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	28.2%

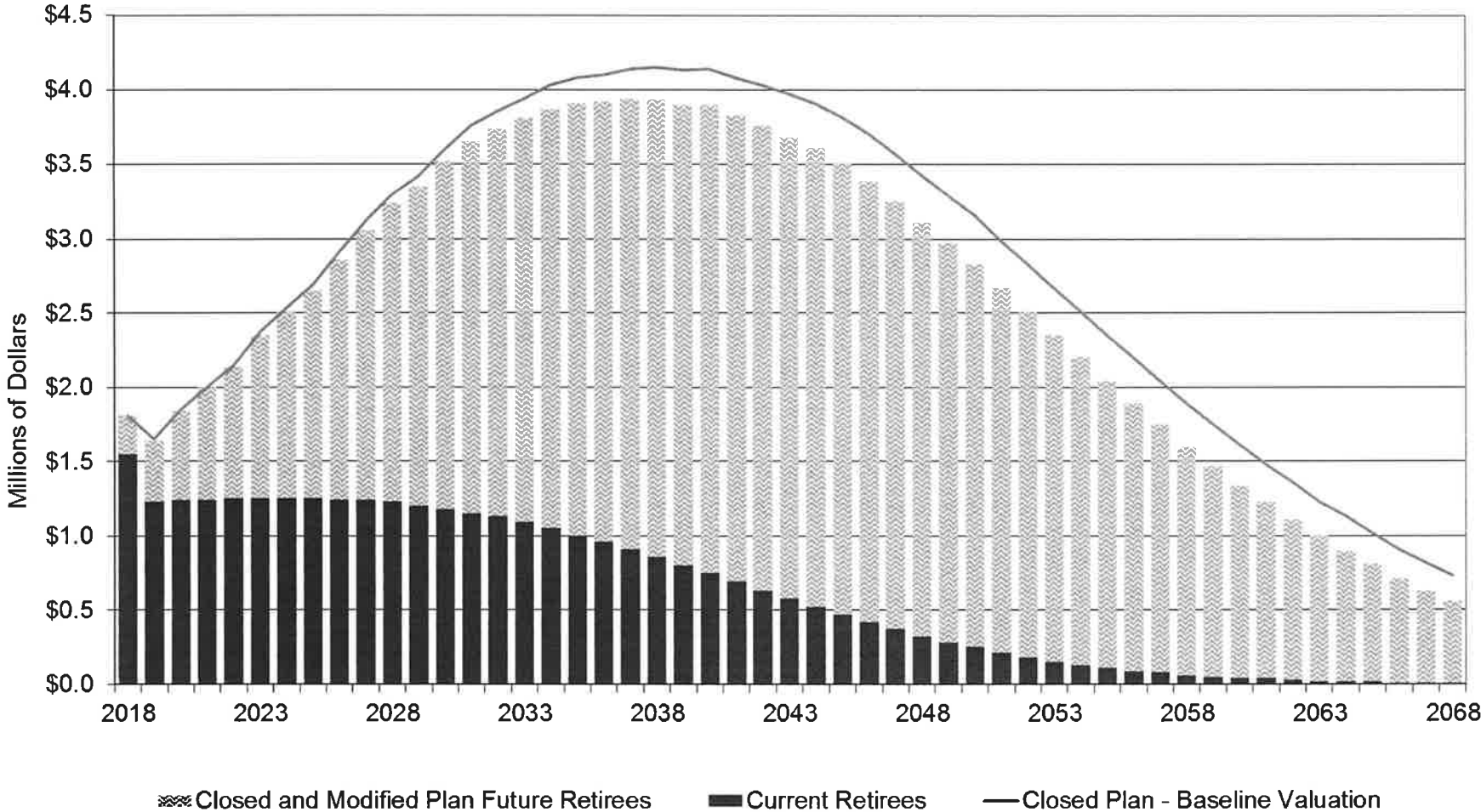
DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Preliminary July 1, 2018 Results – Baseline and Modified Plan – Both Changes

(\$ in millions)	Actuarial Valuation For Plan Year Beginning	
	July 1, 2018 - Baseline	July 1, 2018 - Modified Plan
Actuarial Accrued Liability	\$34.9	\$34.2
Assets		
Market Value	24.0	24.0
Actuarial Value (AVA)	24.6	24.6
Unfunded Actuarial Accrued Liability (UAAL)	10.3	9.6
Funded Percent (AVA)	71%	72%
Actuarially Calculated Contribution Rate		
Normal Cost	\$0.95	\$0.87
Expense Assumption	0.05	0.05
Amortization of UAAL	<u>0.81</u>	<u>0.76</u>
Total Actuarially Calculated Contribution	1.81	1.68
Expected Base Payroll	6.1	6.1
Actuarially Calculated Contribution Rate (% of Base Pay)	29.6%	27.5%

DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projected Benefit Payments – Close and Modify Plan Both Changes



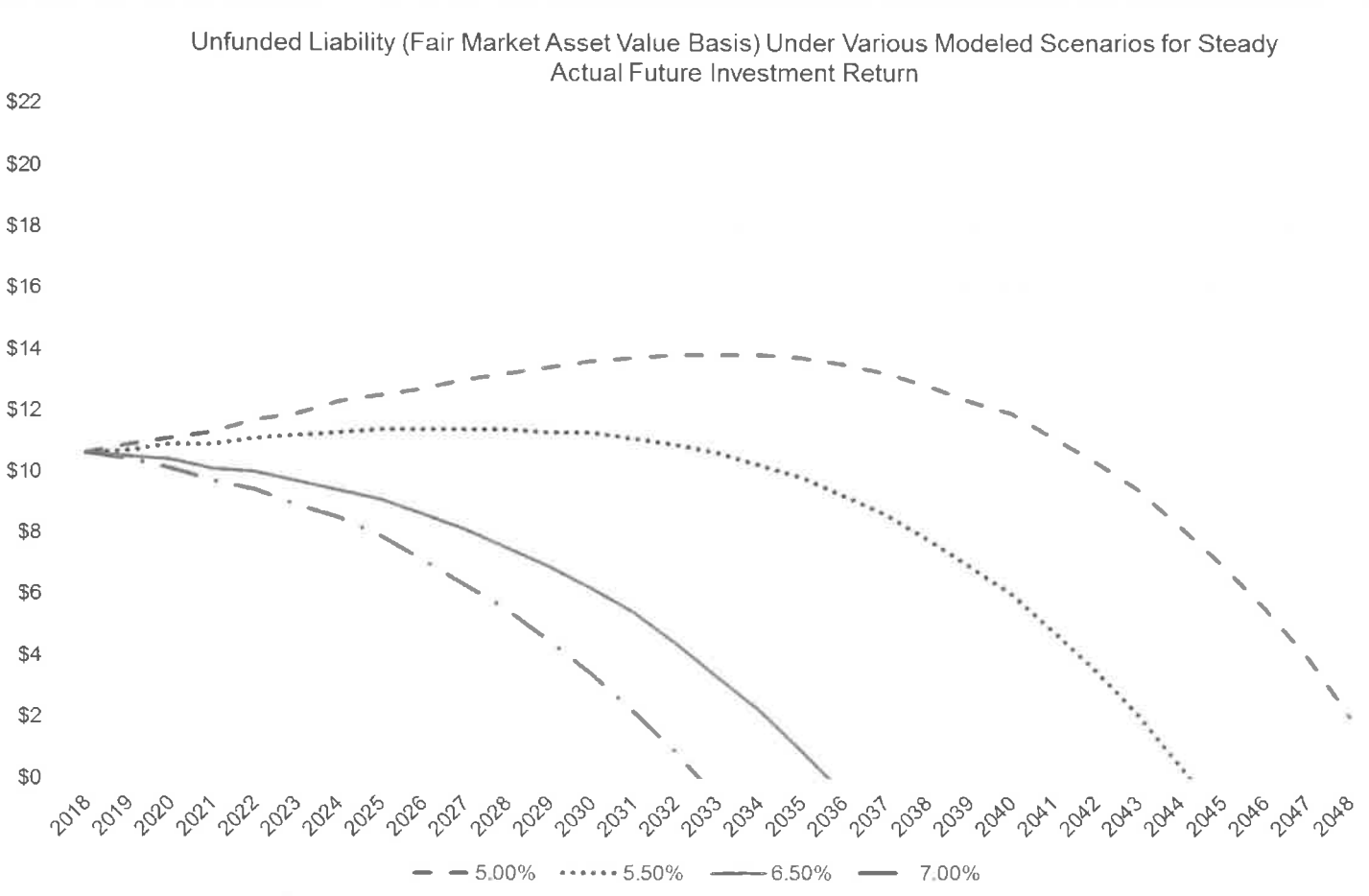
DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Unfunded Liability - Close and Modify Plan – COLA Change

- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

Sample projected actuarial liabilities:

2018:	\$34.6 million
2019:	35.7
2020:	37.4
2025:	43.9
2030:	46.0
2035:	43.2
2040:	36.9
2045:	28.0



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

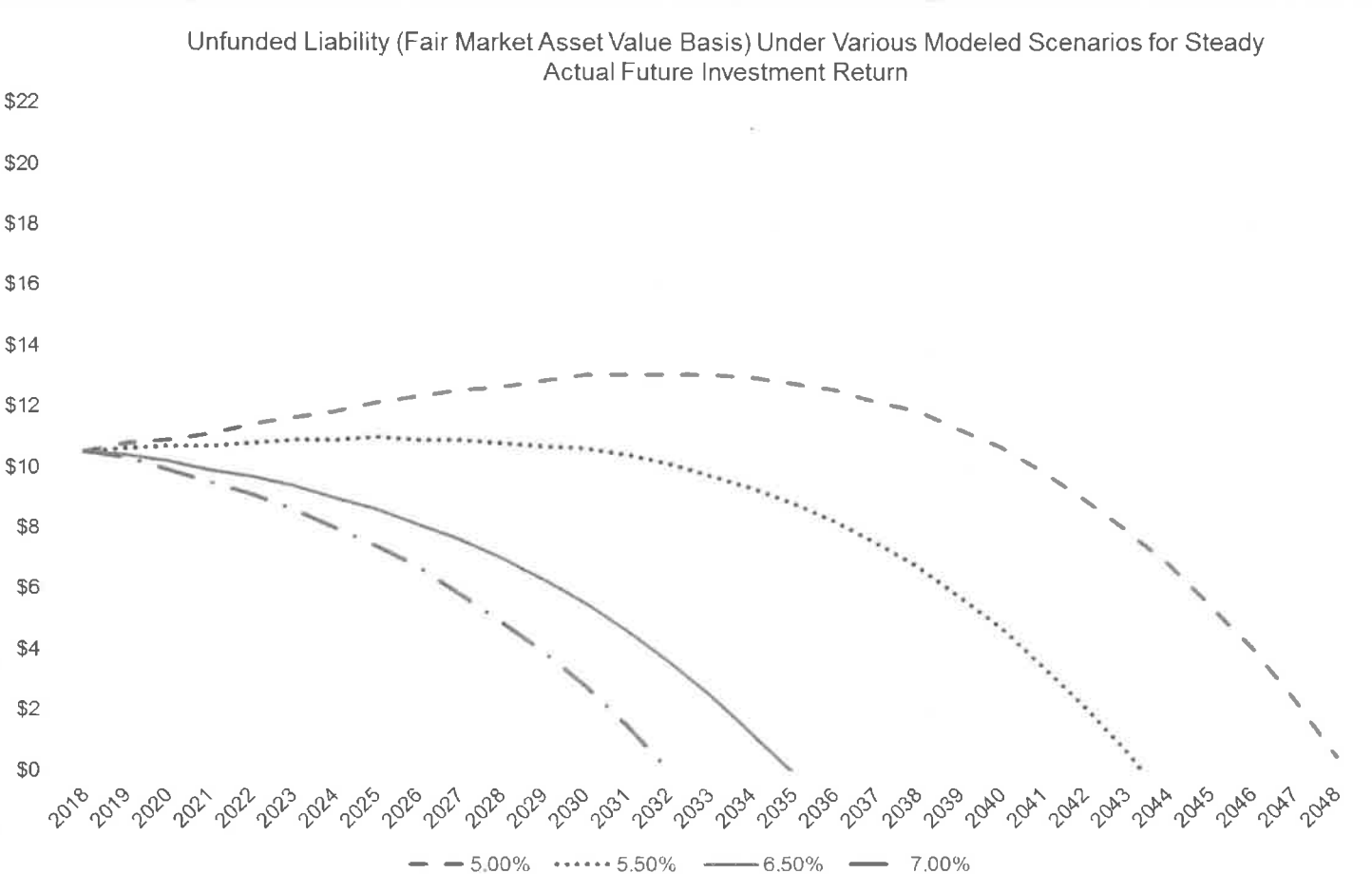


Projection of Unfunded Liability - Close and Modify Plan - Multiplier Change

- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

- Sample projected actuarial liabilities:

2018: \$34.5 million
 2019: 35.6
 2020: 37.2
 2025: 43.5
 2030: 45.6
 2035: 43.0
 2040: 37.3
 2045: 29.5



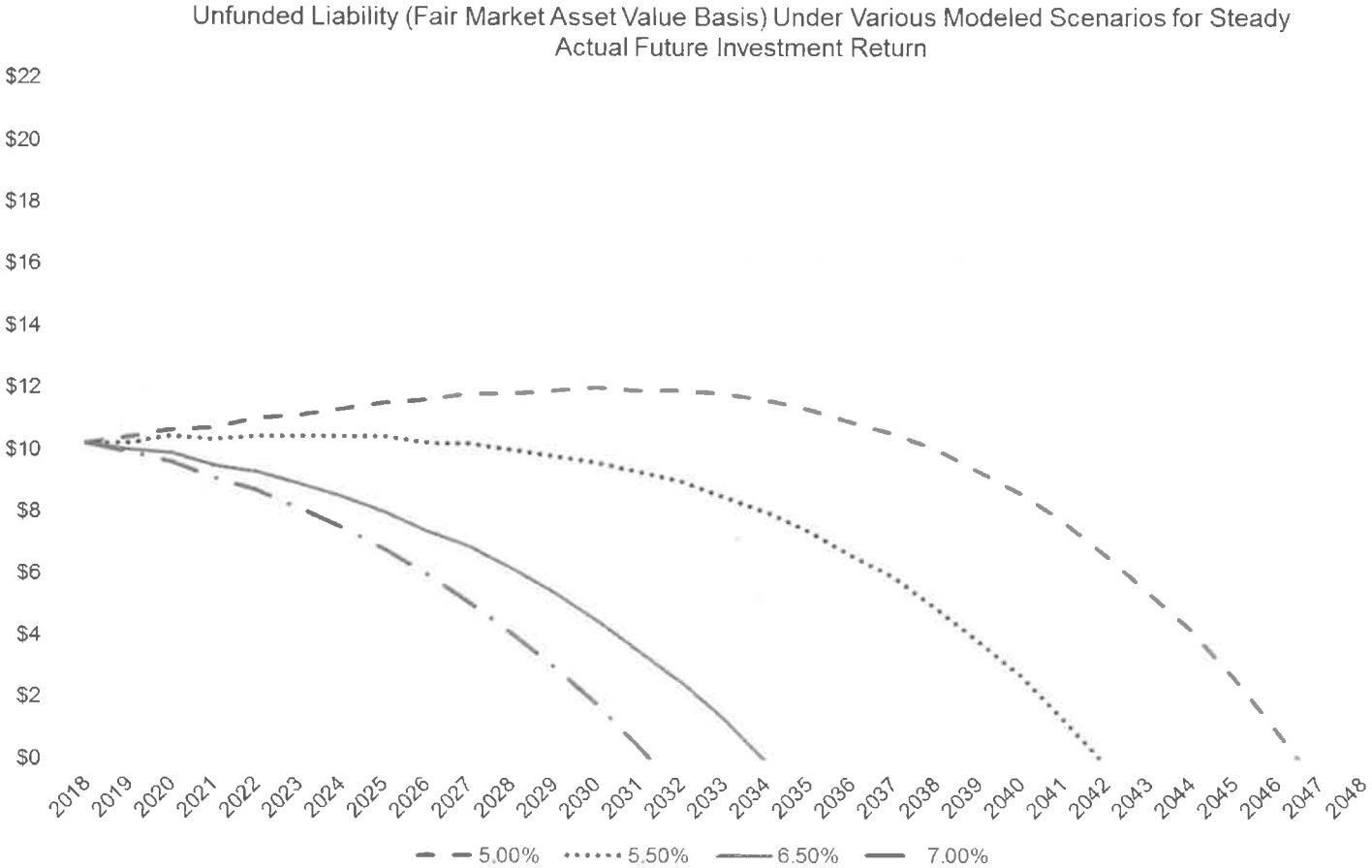
DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Unfunded Liability - Close and Modify Plan – Both Changes

- Under the closed and modified plan design scenario, the unfunded liability projection is similar to the closed plan, but the projected County contributions and actuarial liability for the DB plan are significantly lower

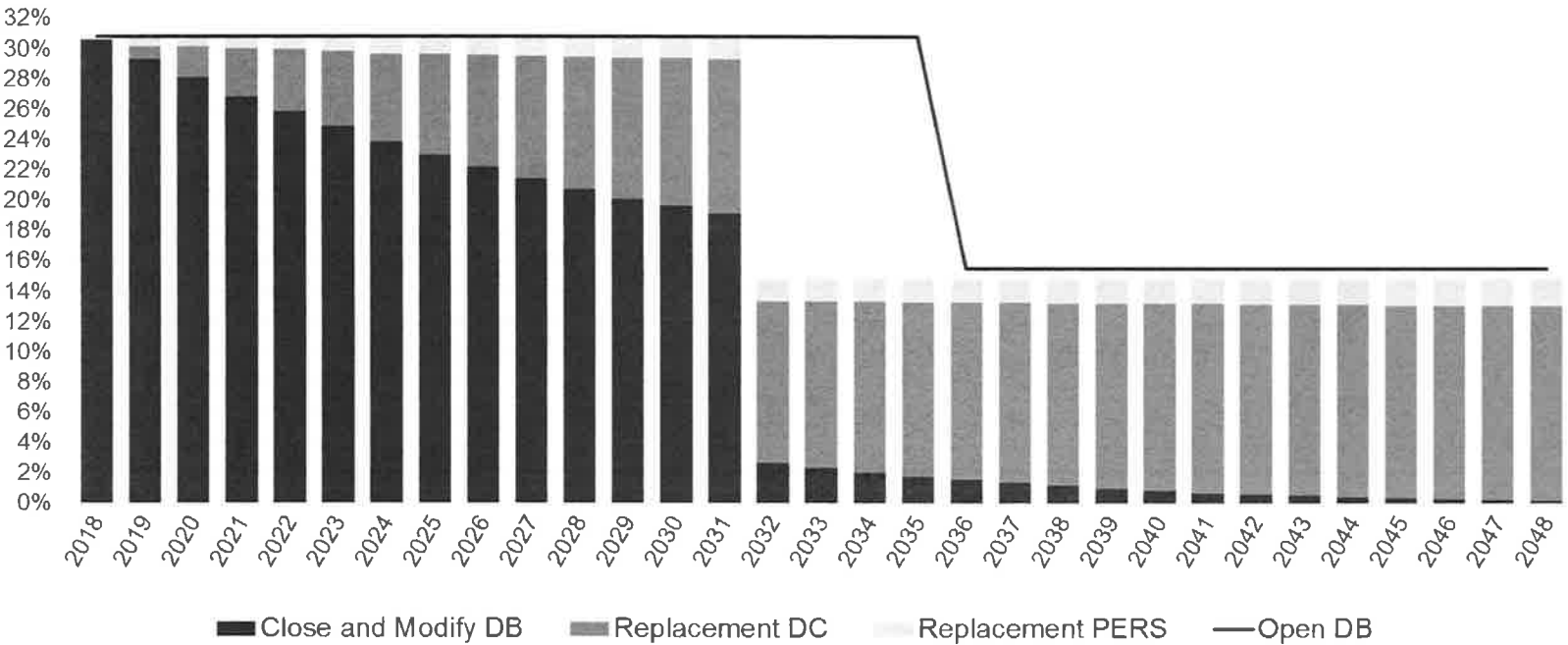
Sample projected actuarial liabilities:

2018:	\$34.2 million
2019:	35.2
2020:	36.9
2025:	42.9
2030:	44.6
2035:	41.6
2040:	35.3
2045:	26.7



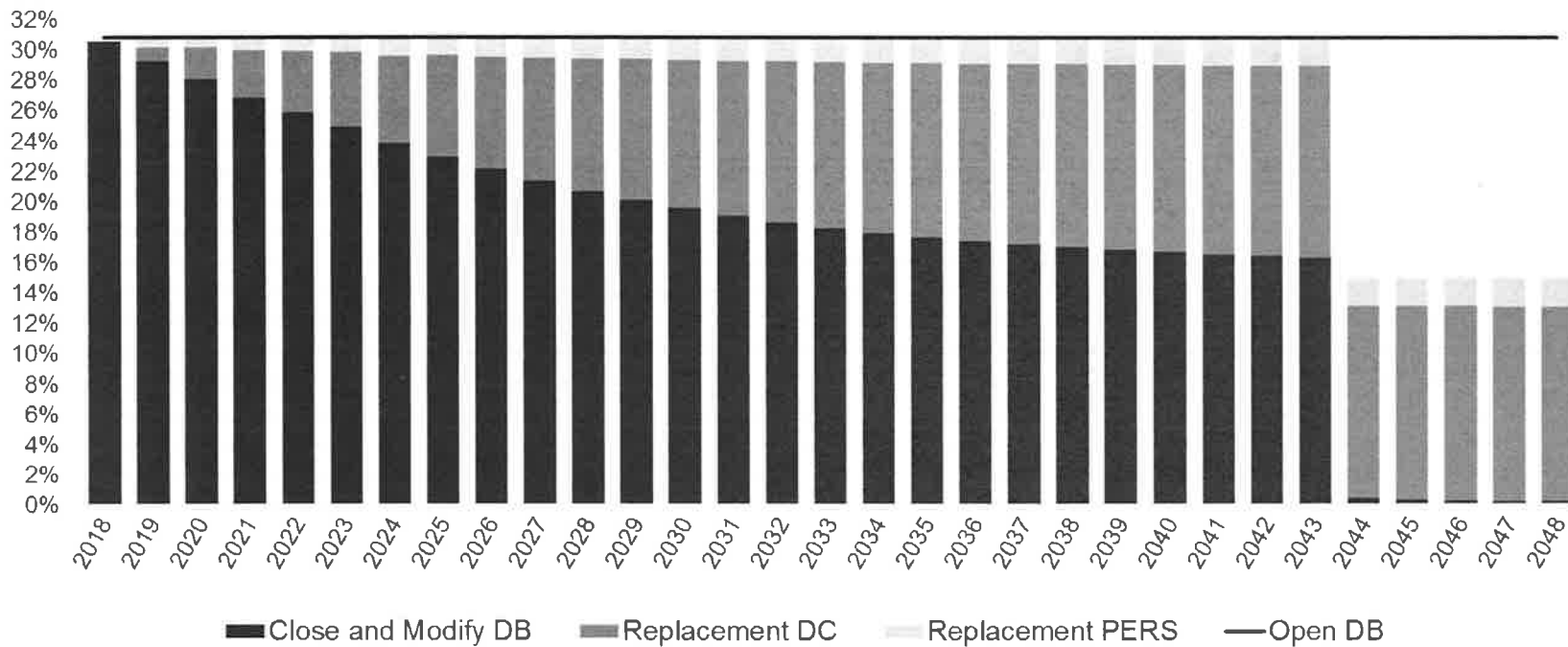
DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Total Contribution Rate – Close and Modify Plan with Replacement Plans, 7% Asset Return



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Projection of Total Contribution Rate – Close and Modify Plan with Replacement Plans, 5.5% Asset Return



DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.



IT TAKES VISION

Thank you

Milliman, Inc.
111 SW Fifth Avenue, Suite 3700
Portland, OR 97204-3654
Tel +1 503 227 0634
Fax +1 503 227 7956
milliman.com

Certification

We have provided this DRAFT report prior to completion of our work. Because this is a draft, Milliman does not make any representation or warranty regarding its contents. Milliman advises any reader not to take any action in reliance on anything contained in this draft. All parts of this draft are subject to revision or correction prior to the release of the final report, and such changes or corrections may be material. No distribution of this draft may be made without our express prior written consent.

In preparing this report, we relied, without audit, on information (some oral and some in writing) supplied by Morrow County. This information includes, but is not limited to, Plan documents and provisions, employee data, and financial information. We found this information to be reasonably consistent and comparable with information used for other purposes. The results presented herein depend on the integrity of this information. If any of this information is inaccurate or incomplete our results may be different and our calculations may need to be revised.

Milliman has prepared this presentation solely for the internal business use of Morrow County and the Board of Commissioners. Determinations for purposes other than as stated may be significantly different from the results contained in this presentation. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to many factors, including: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Certification

Except as otherwise indicated, the assumptions, plan provisions, actuarial methods, explanatory notes, including statements of reliance and limitations on use reflected in our 2017 Actuarial Valuation Report still apply. Please refer to that report.

Cost estimates contained herein are subject to the uncertainties of a regular actuarial valuation; the costs are inexact because they are based on assumptions that are themselves necessarily inexact, even though we consider them reasonable. Thus, the emerging costs may vary from those presented in this letter to the extent actual experience differs from that projected by the actuarial assumptions.

We have not explored any legal issues with respect to the proposed plan changes. We are not attorneys and cannot give legal advice on such issues. We suggest that you review this proposal with counsel.

The consultants who worked on this assignment are pension actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices. We are members of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.

Appendix - Retirement Plan vs. OPSRP (PERS)

- Potential advantages or disadvantages to joining PERS

Advantages	Disadvantages
<ul style="list-style-type: none">• Contribution rates to PERS for new employees likely less than current Plan; mostly due to less valuable benefits (estimated 15%, but likely to increase)• ETOB test not required• Reduced administrative costs• PERS benefits portable between Oregon employers	<ul style="list-style-type: none">• Less valuable benefits• Less control over PERS contribution rates• Less control over plan administration• Joining PERS is irrevocable

Appendix - Retirement Plan vs. OPSRP (PERS)

	Morrow County Retirement Plan	OPSRP
Defined Benefit Formula	2.4% (General Service) or 3.0% (Public Safety) of final average earnings multiplied by years of service	1.5% (General Service) or 1.80% (Public Safety) of final average earnings multiplied by years of service
Defined Benefit Account Balance	<ul style="list-style-type: none"> - Payable at retirement, but reduces annuity by value of account distribution - Accounts are credited with 6% interest per year - Contributions are salary reduction picked up by the County - Always 100% vested 	No similar feature
Defined Contribution Account Balance	No similar feature	<ul style="list-style-type: none"> - OPSRP members contribute to a separate DC plan called the Individual Account Program (IAP) - Contributions are 6.00% of gross pay while working - Contribution may be made by employee or picked up by employer - This account balance is in addition to DB annuity
Normal Retirement Age	70	<ul style="list-style-type: none"> - General Service: 65 or 58 with 30 years of service - Public Safety: 60 or 53 with 25 years of service

DRAFT - This presentation was prepared solely for Morrow County for the purposes described herein and may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing this report.

Appendix - Retirement Plan vs. OPSRP (PERS)

	Morrow County Retirement Plan	OPSRP
Earliest Unreduced Retirement Age	<ul style="list-style-type: none"> - General Service: 60 or 30 years of service - Public Safety: 55 or 25 years of service 	Same as Normal Retirement Age
Earliest Reduced Retirement Age	<ul style="list-style-type: none"> - General Service: 50 if hired before 1995 or 55 with 5 years of service if hired after 1994 - Public Safety: 50 	<ul style="list-style-type: none"> - General Service: 55 with 5 years of service - Public Safety: 50 with 5 years of service
Early Retirement Reductions	Benefits are reduced from the earliest unreduced retirement age at a rate of 7.2% per year for the first 5 years, then 3.2% per year thereafter.	Actuarially reduced from Normal Retirement Age
Optional Forms	<ul style="list-style-type: none"> - Full or Partial Cash Refund - Single Life Annuity with 0, 5, 10, 15, or 20 years certain - Joint & Survivor Annuity with 100%, 75%, 66 2/3%, or 50% continuing to the beneficiary - Lump Sum 	<ul style="list-style-type: none"> - Single Life Annuity with no certain period - Joint & Survivor Annuity with 100% or 50% continuing to the beneficiary - Lump Sum up to \$5,000
Cost of Living Adjustments	Annuity benefits for retired participants are increased each July 1, based on CPI for prior year up to a 2.00% maximum	New employees will receive annuity benefits increases when they retire of 1.25% on the first \$60,000 of benefits and 0.15% on amounts above \$60,000

Appendix - Equal to or Better Than Test (ETOB)

- In Oregon, entities that have their own retirement plans that include Public Safety employees must pass the Equal to or Better Than Test
 - Test is a comparison between the benefits provided by the County's Plan and the benefits the Public Safety employee could be receiving if the County had participated in PERS
 - Ensures that County's benefits are at least as valuable as the benefits provided by PERS
- Only applicable for Public Safety employees, General Service not tested
- Testing roughly every 12 years; County was last tested in 2010 and passed
 - Test found the Plan is broadly more valuable than PERS
- Changes to current plan or new plan would have to pass ETOB test if Public Safety employees are impacted

Appendix - Defined Benefit vs. Defined Contribution

A potential change from a DB benefit to a DC benefit highlights the need to understand important differences between the two

Defined Benefit Characteristics	Defined Contribution Characteristics
<ul style="list-style-type: none">• Provides lifetime income• Rewards long-term employment• Can be used to manage desired retirement patterns• Volatile funding costs for plan sponsor• Plan sponsor typically bears both longevity and investment risk• Assets are professionally managed	<ul style="list-style-type: none">• Provides accumulation of an account; participants must manage spend-down• Does not provide incentive for full career employment or ability to influence retirement patterns• Predictable costs for plan sponsor• Participants bear all risks• Assets may be managed professionally or by individual participants

**Letter of Agreement
Morrow County
Contract reopen Agreement**


This Agreement is between Morrow County or the "Employer", and Oregon AFSCME Council 75, or the "Union", on behalf of the Morrow County Road Department Employee's Local 2479 and is binding upon both the Employer and Union and all designated representatives.

The parties hereby agree to the following:

Either party may reopen Article 18. Section 1 (Retirement), to negotiate the retirement benefits of Morrow County Road Department Employees, by submitting, in writing to the other party, not later than June 30, 2021.

This LOA will discontinue on June 30, 2021 unless both parties agree to continue.


Required Signatures:



Darrell Green - (County Administrator)



Roger Ware - Council 75 Staff Rep.



Bruce Bischof- (Legal Counsel)



Michael Haugen - Pres. Local 2479

**Letter of Agreement
Morrow County
Contract reopen Agreement**

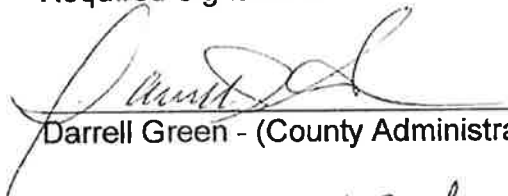
This Agreement is between Morrow County or the "Employer", and Oregon AFSCME Council 75, or the "Union", on behalf of the Morrow County General Employee's Local 2479-2 and is binding upon both the Employer and Union and all designated representatives.

The parties hereby agree to the following:

Either party may reopen Article 14.4 (Retirement), to negotiate the retirement benefits of Morrow County General Employees, by submitting, in writing to the other party, not later than June 30, 2021.

This LOA will discontinue on June 30, 2021 unless both parties agree to continue.

Required Signatures:



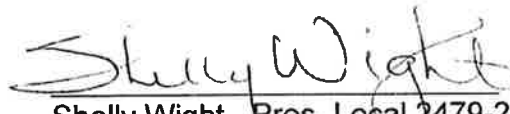
Darrell Green - (County Administrator)



Roger Ware - Council 75 Staff Rep.



Bruce Bischof- (Security Manager)



Shelly Wight - Pres. Local 2479-2



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

(For BOC Use)
Item #
61

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:

Phone Number (Ext):
Requested Agenda Date: 09/04/2019

Justice of the Peace Interview Panelist Recommendation

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

Reviewed By:

Table with 3 columns: Reviewer Name, Date, and Required for all BOC meetings. Rows include Department Head, Admin. Officer/BOC Office, County Counsel, Finance Office, and Human Resources.

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):

Judge Spicer plans to retire before her term as Justice of the Peace expires. At the Board of Commissioner meeting on August 7, 2019 I outlined the process the Governor would take to appoint a Justice of the Peace per Shevaun Gutridge, General Counsel Executive Assistant.

As part of the process, the General Counsel Office will conduct interviews, then forward the finalist(s) to the Governor for a final interview and appointment. The General Counsel may include one local person to serve on their interview panel.

I followed up with Shevaun Gutridge to see if they were going to consider having a local person from Morrow County to serve on the interview panel. Her response was, 'If you have a couple of names of people (and email addresses) of people you think would be good to have on the panel, please feel free to email me their information.'

I am bringing this information to the Board of Commissioners to discuss if they would like to recommend a couple people to the General Counsel for consideration to serve on the interview panel.

2. FISCAL IMPACT:

Travel Expense which may include an overnight stay

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

Attach additional background documentation as needed.



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: August 30th, 2019
RE: Administrator Monthly Report for August 2019

Below are the highlights for the month of August:

1. North County Government Building update:
 - a) The RFQ was advertised on August 26th in the Daily Journal of Commerce. The responses are due September 17th, 2019. We currently have three Oregon contractors showing interest in our project!
 - b) Asbestos Survey was conducted on the Irrigon Annex on August 30, 2019 per Oregon Law. A report should follow within a couple weeks.
2. Bartholomew Lower Level remodel- Construction will start on October 9th with an expected substantial competition date of December 11th, 2019.
3. Retirement Plan- We held a work session on August 28th to present information and different scenarios related to moving to a defined contribution plan for new employees and changes to our current defined benefit plan to address our unfunded liability of 10+ million dollars.
4. First Amended Road Agreement with Vadata- after several meetings to negotiate the Road Agreement throughout the month, it was signed by the Board of Commissioners on August 28, 2019.
5. Orchard Winds SIP- we had a couple meetings to address the financial dollars and agreement. The SIP agreement was signed by the Board of Commissioner on August 28, 2019.
6. Fair- The Dunk Tank fund raiser was a success! We raised \$300.00 for the Neighborhood Center.
7. Had meetings with NextEra on Aug 5th and 19th to work on the Road Agreement. We are close to a final draft.
8. Other projects or activities
 - a) Census 2020-working to create a Complete County Committee

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green".

Darrell J Green



*August numbers will be run again after Aug 31, for a more accurate report.

Morrow County Sheriff's Office - Monthly Stats 2019

Incident	July	August	Sept	October	Nov	Dec
Alarms	20	16				
Animal Complaint	33	38				
Agency Assist	26	16				
Assaults	2	4				
Burglary	6	1				
CHL	24	24				
Citizen Assist	19	16				
Civil Service	85	64				
Code	57	33				
Death Investigation	0	1				
Disturbance	14	14				
Dog	69	46				
Driving Complaints	93	87				
Drunk/Impaired Driver	5	3				
EMS	29	35				
Hit & Run	3	1				
Juvenile Complaints	12	7				
Motor Vehicle Crashes	9	5				
RV Code	1	0				
Suicidal	4	2				
Suspicious Activity	45	41				
Theft	14	16				
Trespass	18	14				
Traffic Stops - Cite	95	124				
Total Traffic Stops	277	319				
UUMV-Stolen vehicle	3	4				
Welfare Check	10	8				
Totals	973	939				
Other Misc. Incidents	870	711				
Total # of Incidents	1843	1650				
Felony Arrests	15	23				
Total # of Arrests	34	51				